

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"/> air conditioning | <input checked="" type="checkbox"/> clothes line | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood |
| | <input checked="" type="checkbox"/> blinds | <input type="checkbox"/> curtains | <input checked="" type="checkbox"/> insect screens | <input type="checkbox"/> solar panels |
| | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| | <input checked="" type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input type="checkbox"/> pool equipment | <input type="checkbox"/> TV antenna |
| | <input checked="" type="checkbox"/> other: x1 Garage door remote, Water tank, Smoke detector. | | | |

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

| VENDOR | | PURCHASER | |
|--|--|--|--|
| <div>Signed by</div> <div><div></div><div>Vendor</div></div> <div><div></div><div>Vendor</div></div> | | <div>Signed by</div> <div><div></div><div>Purchaser</div></div> <div><div></div><div>Purchaser</div></div> | |
| VENDOR (COMPANY) | | PURCHASER (COMPANY) | |
| <div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Office held</div></div><div><div></div><div>Office held</div></div></div> | | <div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Office held</div></div><div><div></div><div>Office held</div></div></div> | |

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
☐ NO ☒ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 *GSTRW payment*
(GST residential withholding payment)

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

| | |
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| <p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" 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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input checked="" type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input checked="" type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 60 Additional provisions</p> |
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

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| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services | NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority |
|---|--|

 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <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>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <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>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>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <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 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>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>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>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>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <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>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <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> ; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

16 Brookfield Avenue, Fletcher

Addition Provisions

These are the special conditions to the contract for the sale of land

BETWEEN

Gwenda Joy Prattley

And

1. Notice to complete

- 1.1 Fourteen (14) days is reasonable and sufficient notice for all purposes under this agreement and for the giving of any notice in relation to the completion hereof.
- 1.2 Condition 20.6.5 is deleted and the following provision is inserted:- 20.6.5 served if it is sent by facsimile transmission and in any case shall be deemed to be duly given or made when:-
 - a) the transmission has been completed;
 - i. except where
 - b) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
 - c) the time of dispatch is not before 5.00pm(local time) on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
- 1.3 In addition to the manner contained in provision 20.6 hereof a document under or relating to the contract can be served by or on a party if addressed to such party's Conveyancer/Solicitor or agent named in the contract and delivered to an appropriate place in the facilities of a document exchange system in which the recipient's conveyance/solicitor or agent has receiving facilities. Such notice or document is deemed to have been received by such party and that party's conveyance/solicitor or agent on the next business day following the date on which it was first delivered to such document exchange system, whether or not the place of such delivery is the

same place at which the recipient conveyancer/solicitor or agent has receiving facilities.

- 1.4 If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of \$385.00. The payment of such monies is an essential term of this contract.

2. Death or incapacity

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

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations;
- (c) Subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;
- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.
5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

8. Amendments to the Standard form

The contract for sale is amended as follows: -

- (a) Clause 7.1.1 is amended by deleting the amount "5%" and replacing with "1%".
- (b) Clause 16.5 is amended by deleting "plus another 20% of that fee"
- (c) Clause 16.12 is deleted.
- (d) Clause 16.8 is amended by deleting "\$10.00 for each extra cheque" and substituting "\$5.00 for each extra cheque".
- (e) Clause 18 is amended by adding the following:
"18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

10. Cancelled or Delayed Settlement

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of \$145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

11. Requisitions on title

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

12. Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

13. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

14. The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Hunter Water Corporation. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

15. Maintenance of Property before settlement

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

- (i) not cut the grass or maintained the lawn or other plants;
- (ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

16. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties

agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

- 17.** The Purchasers representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendors representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the purchaser will allow the sum of \$150 to cover the vendors representative costs for late preparation of settlement adjustment sheet.

18. Special Condition: Covid-19 (Coronavirus)

This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:

- a) In the event any party to the Contract is required to undertake self isolation or quarantine, such party will notify the other party immediately and;
 - i. In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 7 days
- b) In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible and;
 - i. In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of the that party's discharge from hospital, the completion date is extended by 7 days.

19. Hunter Water Corporation – Location of Internal Drainage Diagram

For the purposes of Scheduled 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection).

REQUISITIONS ON TITLE

Property: 16 Brookfield Avenue, Fletcher NSW 2287

Vendor: Gwenda Joy Prattley

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



FOLIO: 29/286154

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| ----- | ---- | ----- | ---- |
| 20/9/2022 | 4:45 PM | 4 | 2/9/2018 |

LAND

LOT 29 IN NEIGHBOURHOOD PLAN DP286154

AT MINMI

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP286154

FIRST SCHEDULE

GWENDA JOY PRATTLE

(T AI116182)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/286154
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270583
- 5 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
DP286153 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 3 IN DP270583
AH577437 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOTS 12 & 13 IN DP270583
- 9 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30 WIDE & VARIABLE WIDTH (DOC.1)
- 10 DP286154 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B (DOC.1)
- 11 DP286154 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 12 AI116183 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

Prattley Sale

PRINTED ON 20/9/2022

FOLIO: 29/286154

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Prattley Sale

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FOLIO: 1/286154

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 20/9/2022 | 4:50 PM | 1 | 25/6/2009 |

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN
DP286154

AT MINMI

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP286154

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP286154

ADDRESS FOR SERVICE OF DOCUMENTS:

THE OUTLOOK

290-302 MINMI ROAD

FLETCHER

NSW 2287

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE
NEIGHBOURHOOD PLAN
- 3 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE
INTERESTS RECORDED ON REGISTER FOLIO 1/270583
- 4 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 5 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- * 7 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- * DP286153 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 3
IN DP270583
- * AH577437 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOTS
12 & 13 IN DP270583
- 8 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30
WIDE & VARIABLE WIDTH (DOC.1)

END OF PAGE 1 - CONTINUED OVER

Prattley Sale

PRINTED ON 20/9/2022

FOLIO: 1/286154

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Prattley Sale

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FOLIO: 1/270583

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 20/9/2022 | 4:50 PM | 1 | 22/6/2009 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270583
AT MINMI
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270583

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270583
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OUTLOOK
290-302 MINMI ROAD
FLETCHER
NSW 2287

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 DP1044935 EASEMENT FOR INUNDATION AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 5 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 7 DP270583 EASEMENT FOR WATERMAIN 15.5 WIDE, 20 WIDE & VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.1)
- 8 DP270583 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15.5 WIDE
& 20 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270583 EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.1)
- 10 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270583 EASEMENT FOR SEWER MAIN 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: 1/270583

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

-
- (DOC.1)
- 12 DP270583 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 15
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 13 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30
WIDE & VARIABLE WIDTH (DOC.1)
- 14 DP270583 EASEMENT FOR PUBLIC ACCESS AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 15 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.1)
- * 16 AE295841 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

DP270583 NOTE: REGISTERED 13.2.2013. SUBDIVIDES LOTS 5 & 9 INTO LOTS
12-13 IN DP270583

DP286154 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 2 INTO LOTS 1-42
IN DP286154

DP286153 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 3 INTO LOTS 1-38
IN DP286153

DP286155 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 4 INTO LOTS 1-40
IN DP286155

DP286460 NOTE: REGISTERED 24.7.2013. SUBDIVIDES LOT 12 IN DP270583
INTO LOTS 1-21 IN DP286460

DP286502 NOTE: REGISTERED 1.7.2014. SUBDIVIDES LOT 13 IN DP270583
INTO LOTS 1-23 IN DP286502

DP286584 NOTE: REGISTERED 26.10.2015. SUBDIVIDES LOT 6 IN DP270583
INTO LOTS 1-25 IN DP286584

DP286650 NOTE: REGISTERED 11.10.2016. SUBDIVIDES LOT 7 IN DP270583
INTO LOTS 1-25 IN DP286650

DP286694 NOTE: REGISTERED 22.2.2017. SUBDIVIDES LOT 8 IN DP270583
INTO LOTS 1-31 IN DP286694

DP286707 NOTE: REGISTERED 24.1.2018. SUBDIVIDES LOT 11 IN DP270583
INTO LOTS 1-13 IN DP286707

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Prattley Sale

PRINTED ON 20/9/2022

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Plan: Plan of subdivision of Lot 1 in DP
849593 covered by Subdivision
Certificate No
2002

**Full name and address
of the owner of the
land:** Patricia Dan
Minmi Road, Fletcher NSW 2287

(Sheet 1 of 2 sheets)

DP1044935

Part 1 (Creation)

| Identification 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 for inundation | Lot 11 | Lot 10 |
| 2 | Easement for inundation | The whole of Lot 10 | Lot 11 |
| 3 | Easement to drain sewage | The whole of Lot 10 | Lot 11 |
| 4 | Easement to drain water | The whole of Lot 10 | Lot 11 |

Part 2 (Terms)

1. Terms of Easement for inundation numbered 1 on the plan:

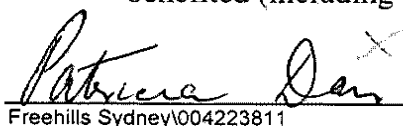
Full free right and liberty for the owner of the Lot benefited (including any successors and assigns) to from time to time and without prior notice:

- (a) allow or cause water to intermittently collect, above or beneath the surface of the ground; or
- (b) allow or cause water to intermittently flow, seep, or percolate through or over the ground;

of the part of the Lot burdened that is shown on the Plan and marked "C".

This easement dose not prevent the registered proprietor of the lot burdened (including any successors and assigns) from constructing storm-water treatment facilities on the part of the Lot burdened that is shown on the Plan and marked "C".

The owner of the Lot burdened (including any successors and assigns) covenants that it will not take any action or proceeding or make any claim or demand for compensation, damages, losses, costs, expenses, outgoing, fees or charges against the owner of the Lot benefited (including any successors and assigns) in relation to any inundation.



Freehills Sydney\004223811



Printed 30 September 2002 (15:00)

page 1

s 88B

DP1044935

(Sheet 2 of 2 sheet)

Name of authorities empowered to release, vary or modify the easement for inundation:

Newcastle City Council and Hunter Catchment Management Trust

2. Terms of Easement for inundation numbered 2 on the plan:

Full free right and liberty for the owner of the Lot benefited (including any successors and assigns) to allow water to intermittently flow, seep, or percolate through or over the ground and thereby flood, inundate, saturate, waterlog, submerge, soak, pond, pool or store on the Lot burdened. This right does not permit the laying of pipes across the servient tenement.

3. Terms of Easement to drain sewage numbered 3 on the plan:

4. Terms of Easement to drain water numbered 4 on the 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 thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement. This right does not permit the laying of pipes across the servient tenement.

DATED this day of 2002

SIGNED SEALED AND DELIVERED by)

PATRICIA DAN)

x *Patricia Dan*
Nola Bruce

)
)
)
) x *Patricia Dan*

Witness

Name of Witness (print)

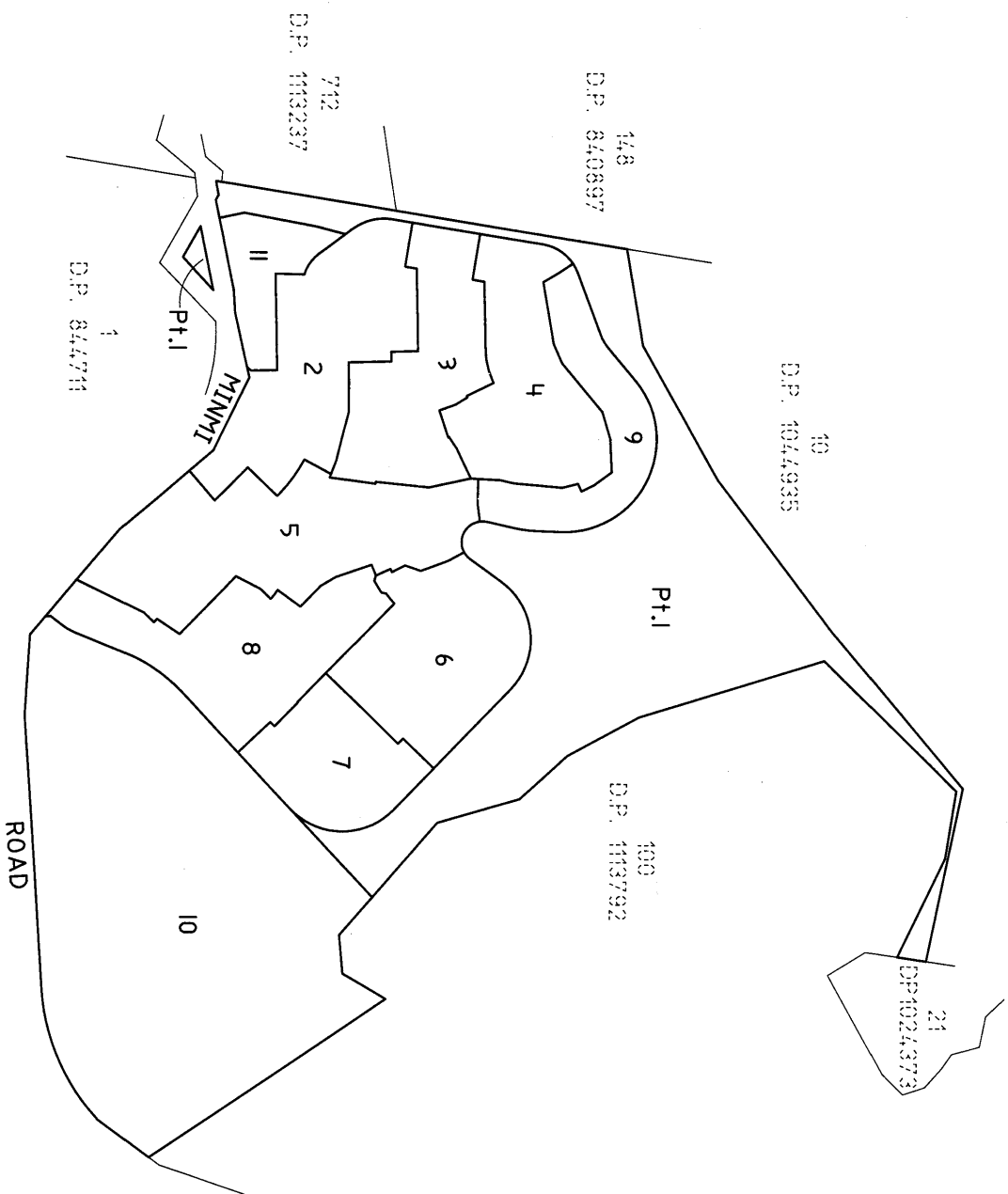


M.G.A.



LOCATION DIAGRAM

1:4000



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

SCHEDULE OF CHANGES TO THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|---------|------------------------------|-----------|
| 5 & 9 | SUBDIVIDED INTO LOTS 12 & 13 | 9-10 |
| 2 | DP286154 | |
| 3 | DP286153 | |
| 4 | DP286155 | |
| 12 | DP286460 | |
| 13 | DP286502 | |
| 6 | DP286584 | |
| 7 | DP286650 | |
| 8 | DP286694 | |
| 11 | DP286707 | |

Subdivision Certificate No 420/08

Date of Survey: 29/2/2008

Surveyor: PETER JAMES JOHNSON

Surveyor's Ref: 50030LOI

Registered



22.6.2009

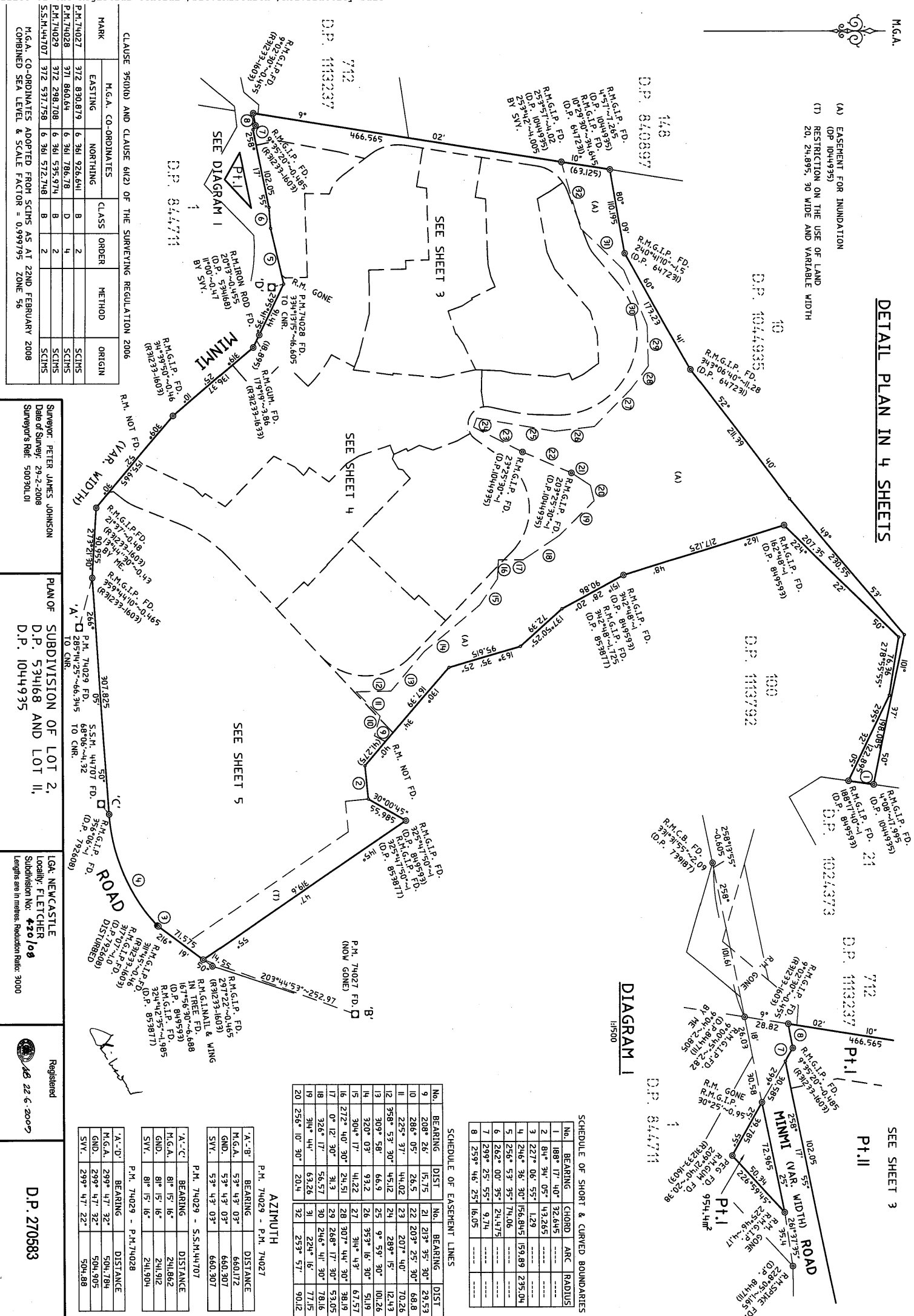
COMMUNITY REGISTRATION BOARD PLAN

D.P. 270583

Di. 11/08/08

DETAIL PLAN IN 4 SHEETS

- (A) EASEMENT FOR INUNDATION
(DP 1044935)
- (T) RESTRICTION ON THE USE OF LAND
20, 24, 895, 30 WIDE AND VARIABLE WIDTH



| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|---------|--------|--------|
| 1 | 188° 17' 40" | 32.645 | | |
| 2 | 84° 34' 05" | 43.265 | | |
| 3 | 127° 06' 55" | 1.29 | | |
| 4 | 246° 36' 30" | 156.845 | 159.89 | 235.04 |
| 5 | 256° 53' 35" | 74.06 | | |
| 6 | 162° 00' 35" | 24.475 | | |
| 7 | 299° 25' 55" | 9.74 | | |
| 8 | 259° 46' 25" | 16.05 | | |

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | DIST | No. | BEARING | DIST |
|-----|----------|-------|-----|----------|--------|
| 9 | 208° 26' | 15.75 | 21 | 213° 35' | 29.73 |
| 10 | 268° 05' | 26.5 | 22 | 203° 25' | 30.7 |
| 11 | 225° 37' | 44.02 | 23 | 207° 40' | 70.26 |
| 12 | 358° 53' | 45.12 | 24 | 289° 15' | 12.43 |
| 13 | 309° 58' | 66.9 | 25 | 9° 59' | 100.26 |
| 14 | 320° 03' | 93.2 | 26 | 353° 36' | 51.19 |
| 15 | 300° 17' | 44.22 | 27 | 314° 43' | 61.57 |
| 16 | 272° 40' | 30.51 | 28 | 303° 13' | 38.19 |
| 17 | 0° 12' | 30.3 | 29 | 268° 17' | 30.4 |
| 18 | 326° 17' | 56.57 | 30 | 246° 41' | 78.16 |
| 19 | 314° 44' | 63.26 | 31 | 224° 16' | 77.15 |
| 20 | 256° 10' | 20.4 | 32 | 253° 57' | 90.12 |

SCHEDULE OF EASEMENT LINES

| 'A.-B' | BEARING | DISTANCE |
|--------|-------------|----------|
| M.G.A. | 53° 43' 03" | 660.172 |
| GND. | 53° 43' 03" | 660.307 |
| SIV. | 53° 43' 03" | 660.307 |

AZIMUTH

| | BEARING | DISTANCE |
|--------|-------------|----------|
| A-C' | 81° 15' 16" | 241.862 |
| M.G.A. | 81° 15' 16" | 241.912 |
| GND. | 81° 15' 16" | 241.904 |
| S.V. | 81° 15' 16" | |

P.M. 74029 - P.M.74028

| | BEARING | DISTANCE |
|--------|--------------|----------|
| A-D' | 299° 47' 32" | 504.185 |
| M.G.A. | 299° 47' 32" | 504.904 |
| GND. | 299° 47' 32" | 504.905 |
| S.V. | 299° 47' 32" | 504.88 |

P.M. 74029 - S.S.M.44707

| 'A'-D' | BEARING | DISTANCE |
|--------|--------------|----------|
| M.G.A. | 299° 47' 32" | 504.784 |
| GND. | 299° 47' 32" | 504.905 |
| SVY. | 299° 47' 22" | 504.88 |

P.M. 74029 - P.M.74028

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030L01

PLAN OF
SUBDIVISION OF LOT 2,
D.P. 534168 AND LOT 11,
D.P. 1044935

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 420/08
Lengths are in metres. Reduction Ratio: 3000

Registered
18.22.6.2007

D.P. 270583

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|--------|--------|
| 1 | 32° 21' 25" | 39.59 | 40.7 | 50 |
| 2 | 62° 33' | 11.975 | 12 | 50 |
| 3 | 59° 51' | 15.81 | 15.88 | 47.5 |
| 4 | 116° 03' 30" | 188.79 | 237.68 | 103.5 |
| 5 | 181° 50' 45" | 24.285 | --- | --- |
| 6 | 187° 16' | 31.18 | 31.22 | 165 |
| 7 | 182° 21' 20" | 8.43 | 8.475 | 23.5 |
| 8 | 262° 01' 20" | 20 | --- | --- |
| 9 | 217° 23' 55" | 27.965 | --- | --- |
| 10 | 192° 26' 15" | 15.5 | --- | --- |
| 11 | 165° 59' 50" | 18.4 | --- | --- |
| 12 | 246° 11' 50" | 9.295 | 9.3 | 115 |
| 13 | 153° 52' 50" | 15.5 | --- | --- |
| 14 | 143° 55' 50" | 25.005 | --- | --- |
| 15 | 329° 35' 30" | 19.225 | --- | --- |
| 16 | 325° 40' 35" | 20 | --- | --- |
| 17 | 189° 02' 10" | 13.45 | --- | --- |
| 18 | 266° 21' 30" | 16.305 | --- | --- |
| 19 | 257° 01' 30" | 14.61 | --- | --- |
| 20 | 248° 00' 15" | 14.17 | --- | --- |
| 21 | 238° 47' | 1.85 | 1.85 | 65 |
| 22 | 327° 58' | 15.5 | --- | --- |
| 23 | 326° 47' | 1.855 | 1.855 | 52 |
| 24 | 235° 45' 45" | 15.5 | --- | --- |
| 25 | 278° 11' 30" | 2.185 | 2.185 | 82 |
| 26 | 110° 45' 35" | 4.09 | --- | --- |
| 27 | 110° 45' 35" | 16.91 | --- | --- |
| 28 | 88° 29' 40" | 18.8 | --- | --- |
| 29 | 88° 29' 40" | 11.02 | --- | --- |
| 30 | 9° 02' 10" | 13.07 | --- | --- |
| 31 | 346° 06' 05" | 46.76 | 48.03 | 60 |
| 32 | 304° 48' 40" | 28.34 | 28.83 | 45 |
| 33 | 358° 29' 40" | 29.17 | --- | --- |
| 34 | 37° 25' 45" | 5.805 | --- | --- |
| 35 | 83° 20' 15" | 33.26 | 33.3 | 192.7 |
| 36 | 125° 50' 55" | 46.13 | 46.28 | 165.5 |
| 37 | 299° 25' 55" | 6.4 | --- | --- |
| 38 | 259° 46' 25" | 16.05 | --- | --- |
| 39 | 133° 51' 35" | 14.865 | --- | --- |

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|---------|--------|
| 40 | 69° 59' 55" | 21.21 | 21.25 | 99.5 |
| 41 | 252° 18' 50" | 15.25 | 15.26 | 115 |
| 42 | 63° 52' 50" | 18.81 | --- | --- |
| 43 | 15° 36' 45" | 5.38 | --- | --- |
| 44 | 55° 54' 30" | 20 | --- | --- |
| 45 | 158° 53' | 46.035 | 46.42 | 103.5 |
| 46 | 281° 43' 25" | 20 | --- | --- |
| 47 | 346° 59' 15" | 13.785 | 13.8 | 83.5 |
| 48 | 292° 27' 10" | 5.355 | --- | --- |
| 49 | 243° 52' 50" | 18.73 | --- | --- |
| 50 | 176° 47' 20" | 18.275 | 18.27 | 103.5 |
| 51 | 48° 57' 10" | 7.025 | 7.04 | 30 |
| 52 | 176° 47' 40" | 14.7 | 14.72 | 83.5 |
| 53 | 181° 50' 45" | 24.285 | --- | --- |
| 54 | 187° 16' | 27.395 | 27.435 | 145 |
| 55 | 192° 41' 15" | 4.79 | --- | --- |
| 56 | 237° 41' 15" | 5.655 | --- | --- |
| 57 | 282° 38' 30" | 24.945 | --- | --- |
| 58 | 92° 59' 50" | 47.81 | 47.89 | 245 |
| 59 | 117° 04' 10" | 19.07 | 120.275 | 245 |
| 60 | 99° 06' 10" | 4.255 | 4.255 | 245 |
| 61 | 158° 25' 40" | 20 | --- | --- |
| 62 | 249° 25' 40" | 17.9 | --- | --- |
| 63 | 242° 33' 10" | 7.185 | 7.2 | 30 |
| 64 | 355° 48' 10" | 29.775 | 29.935 | 83.5 |
| 65 | 35° 31' 55" | 20 | --- | --- |
| 66 | 135° 47' 15" | 36.85 | 37.05 | 103.5 |
| 67 | 182° 06' 25" | 15.325 | 15.41 | 43.5 |
| 68 | 147° 38' 30" | 5.65 | --- | --- |
| 69 | 102° 38' 30" | 24.89 | --- | --- |
| 70 | 102° 38' 30" | 4 | --- | --- |
| 71 | 192° 38' 30" | 4 | --- | --- |
| 72 | 192° 38' 30" | 20.56 | --- | --- |

DETAIL PLAN IN 4 SHEETS

DIAGRAM 3

NOT TO SCALE

DIAGRAM 4

NOT TO SCALE

DIAGRAM 5

NOT TO SCALE

DIAGRAM 6

NOT TO SCALE

DIAGRAM 7

NOT TO SCALE

DIAGRAM 8

NOT TO SCALE

DIAGRAM 9

NOT TO SCALE

DIAGRAM 10

NOT TO SCALE

DIAGRAM 11

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DIAGRAM 12

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NOT TO SCALE

DIAGRAM 65

NOT TO SCALE

DIAGRAM 66

NOT TO SCALE

DIAGRAM 67

NOT TO SCALE

DIAGRAM 68

NOT TO SCALE

DIAGRAM 69

NOT TO SCALE

DIAGRAM 70

NOT TO SCALE

DIAGRAM 71

NOT TO SCALE

DIAGRAM 72

NOT TO SCALE

DIAGRAM 73

NOT TO SCALE

DIAGRAM 74

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DIAGRAM 75

NOT TO SCALE

DIAGRAM 76

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DIAGRAM 77

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DIAGRAM 78

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DIAGRAM 79

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DIAGRAM 80

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DIAGRAM 81

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DIAGRAM 82

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DIAGRAM 83

NOT TO SCALE

DIAGRAM 84

NOT TO SCALE

DIAGRAM 85

NOT TO SCALE

DIAGRAM 86

NOT TO SCALE

DIAGRAM 87

NOT TO SCALE

DIAGRAM 88

NOT TO SCALE

DIAGRAM 89

NOT TO SCALE

DIAGRAM 90

NOT TO SCALE

DIAGRAM 91

NOT TO SCALE

DIAGRAM 92

NOT TO SCALE

DIAGRAM 93

NOT TO SCALE

DIAGRAM 94

NOT TO SCALE

DIAGRAM 95

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DIAGRAM 96

NOT TO SCALE

DIAGRAM 97

NOT TO SCALE

DIAGRAM 98

NOT TO SCALE

DIAGRAM 99

NOT TO SCALE

DIAGRAM 100

NOT TO SCALE

DIAGRAM 101

NOT TO SCALE

DIAGRAM 102

NOT TO SCALE

DIAGRAM 103

NOT TO SCALE

DIAGRAM 104

NOT TO SCALE

DIAGRAM 105

NOT TO SCALE

DIAGRAM 106

NOT TO SCALE

DIAGRAM 107

NOT TO SCALE

DIAGRAM 108

NOT TO SCALE

DIAGRAM 109

NOT TO SCALE

DIAGRAM 110

NOT TO SCALE

DIAGRAM 111

NOT TO SCALE

DIAGRAM 112

NOT TO SCALE

DIAGRAM 113

NOT TO SCALE

DIAGRAM 114

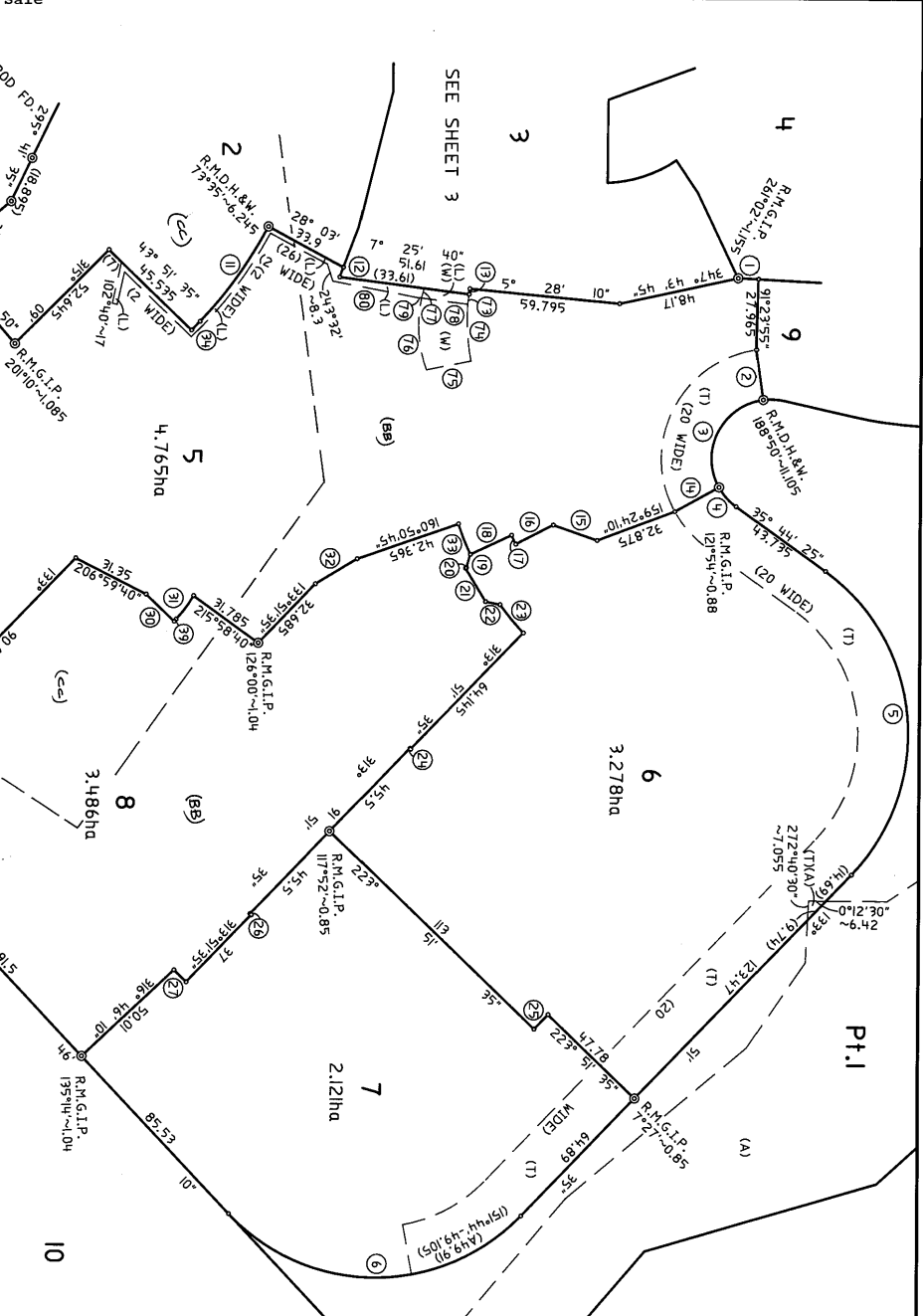
NOT TO SCALE

DIAGRAM 115

NOT TO SCALE

DETAIL PLAN IN 4 SHEETS

M.G.A.

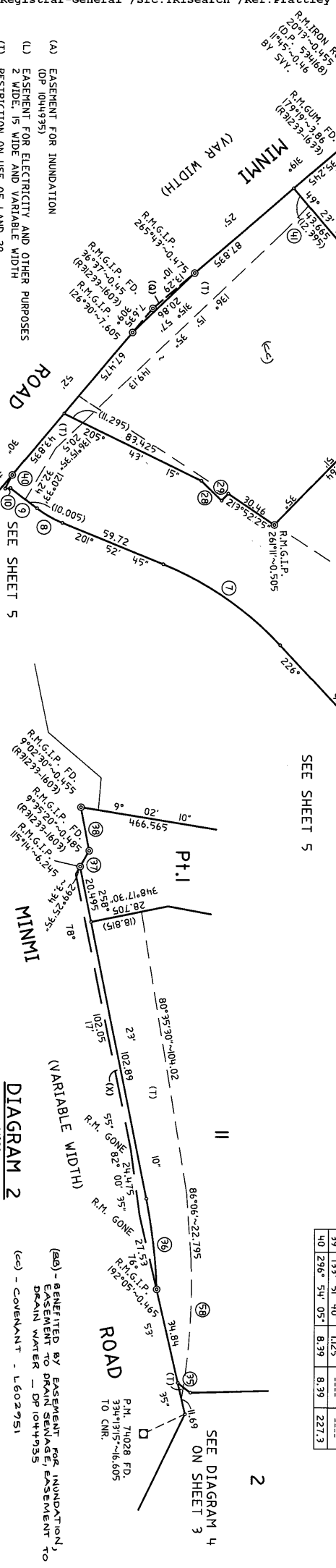


| SCHEDULE OF SHORT & CURVED BOUNDARIES | | | |
|---------------------------------------|---------|-------|------------|
| No. | BEARING | CHORD | ARC RADIUS |

| | No. | BEARING | CHORD | AIRC | RADIUS |
|----|--------------|---------|--------|-------|--------|
| 1 | 2 | 50° 35' | 2.92 | | |
| 2 | 82° 01' 20" | 20 | | | |
| 3 | 16° 27' 05" | 38.765 | 45.585 | 23.5 | |
| 4 | 18° 35' | 10.23 | 10.31 | 23.5 | |
| 5 | 84° 48' | 125.96 | 137 | 80 | |
| 6 | 180° 48' 55" | 105.87 | 129.75 | 80 | |
| 7 | 214° 19' 25" | 77.58 | 78.995 | 180 | |
| 8 | 209° 3' 30" | 15.95 | 16 | 60 | |
| 9 | 217° 09' 10" | 18.17 | | | |
| 10 | 173° 35' | 5.613 | | | |
| 11 | 125° 50' 55" | 46.43 | 46.28 | 165.5 | |
| 12 | 110° 45' 35" | 4.09 | | | |
| 13 | 218° 11' 30" | 2.185 | 2.185 | 82 | |
| 14 | 150° 52' 45" | 20 | | | |
| 15 | 199° 06' 35" | 18.51 | | | |
| 16 | 152° 52' 30" | 16.705 | | | |
| 17 | 243° 58' 45" | 3.86 | 3.86 | 100 | |
| 18 | 155° 05' 05" | 4.4 | | | |
| 19 | 106° 19' 45" | 5.5 | | | |
| 20 | 114° 00' | 0.44 | | | |
| 21 | 58° 59' 40" | 15.3 | | | |
| 22 | 11° 54' 35" | 15.875 | | | |
| 23 | 50° 15' 25" | 14.54 | 14.55 | 118 | |
| 24 | 44° 00' | 0.385 | | | |
| 25 | 133° 51' 35" | 8 | | | |
| 26 | 228° 00' | 0.625 | | | |
| 27 | 43° 51' 35" | 6.785 | | | |
| 28 | 223° 51' 35" | 15.5 | | | |
| 29 | 133° 51' 35" | 5.27 | | | |
| 30 | 223° 51' 35" | 15.5 | | | |
| 31 | 306° 31' 20" | 11.62 | 11.65 | 45.5 | |
| 32 | 118° 59' 40" | 19.345 | | | |
| 33 | 68° 14' | 12.96 | 12.965 | 118 | |
| 34 | 313° 51' 35" | 4.885 | | | |
| 35 | 317° 25' 45" | 5.805 | | | |
| 36 | 83° 20' 15" | 33.3 | 192.7 | | |
| 37 | 283° 25' 35" | 6.4 | | | |
| 38 | 259° 46' 25" | 16.05 | | | |
| 39 | 133° 51' 40" | 1.25 | | | |
| 40 | 236° 54' 05" | 8.39 | 8.39 | 227.3 | |

SCHEDULE OF EASEMENT BOUNDARIES

| No. | BEARING | CHORD | AFC | RADIUS |
|-----|----------|-------|--------|--------|
| 41 | 132° 42' | 21.86 | 21.86 | 245 |
| 58 | 92° 59' | 50° | 47.81 | 245 |
| 73 | 97° 05' | h | h | h |
| 74 | 86° 32' | 35° | 22.57 | 82 |
| 75 | 168° 49' | 15° | 18 | h |
| 76 | 266° 58' | 45° | 28.38 | 28.475 |
| 77 | 216° 16' | 55° | h | 100 |
| 78 | 187° 26' | h | 17.995 | 100 |
| 79 | 189° 26' | h | 2.71 | h |
| 80 | 190° 51' | h | 33.565 | h |



(B6) - BENEFITED BY EASEMENT FOR INUNDATION,
EASEMENT TO DRAIN SEWAGE, EASEMENT TO

DIAGRAM 2

1:1000

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030L01

SUBDIVISION OF LOT 2,
D.P. 534168 AND LOT II,
D.P. 1044935

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 420/08

18 22.6.2009

D.P. 270583

- 074930



SCHEDULE OF EASEMENT LINES

| No. | BEARING | CHORD |
|-----|--------------|---------|
| 18 | 228° 05' | 3.445 |
| 19 | 226° 37' | 44.02 |
| 20 | 358° 53' | 45.12 |
| 21 | 309° 58' | 66.9 |
| 22 | 320° 03' | 93.2 |
| 23 | 304° 17' | 141.22 |
| 24 | 272° 40' | 174.555 |
| 25 | 0° 12' 30" | 24.888 |
| 26 | 326° 17' | 56.57 |
| 27 | 324° 44' | 63.26 |
| 28 | 256° 10' 30" | 20.4 |
| 29 | 213° 55' 30" | 28.53 |
| 30 | 203° 25' 30" | 68.8 |
| 31 | 209° 40' | 70.26 |
| 32 | 289° 15' | 12.43 |
| 33 | 9° 59' 30" | 101.26 |
| 34 | 353° 46' 30" | 51.19 |
| 35 | 314° 43' | 61.57 |
| 36 | 307° 44' 30" | 38.19 |
| 37 | 268° 17' 30" | 53.05 |

ASSOCIATION PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

M.G.A.

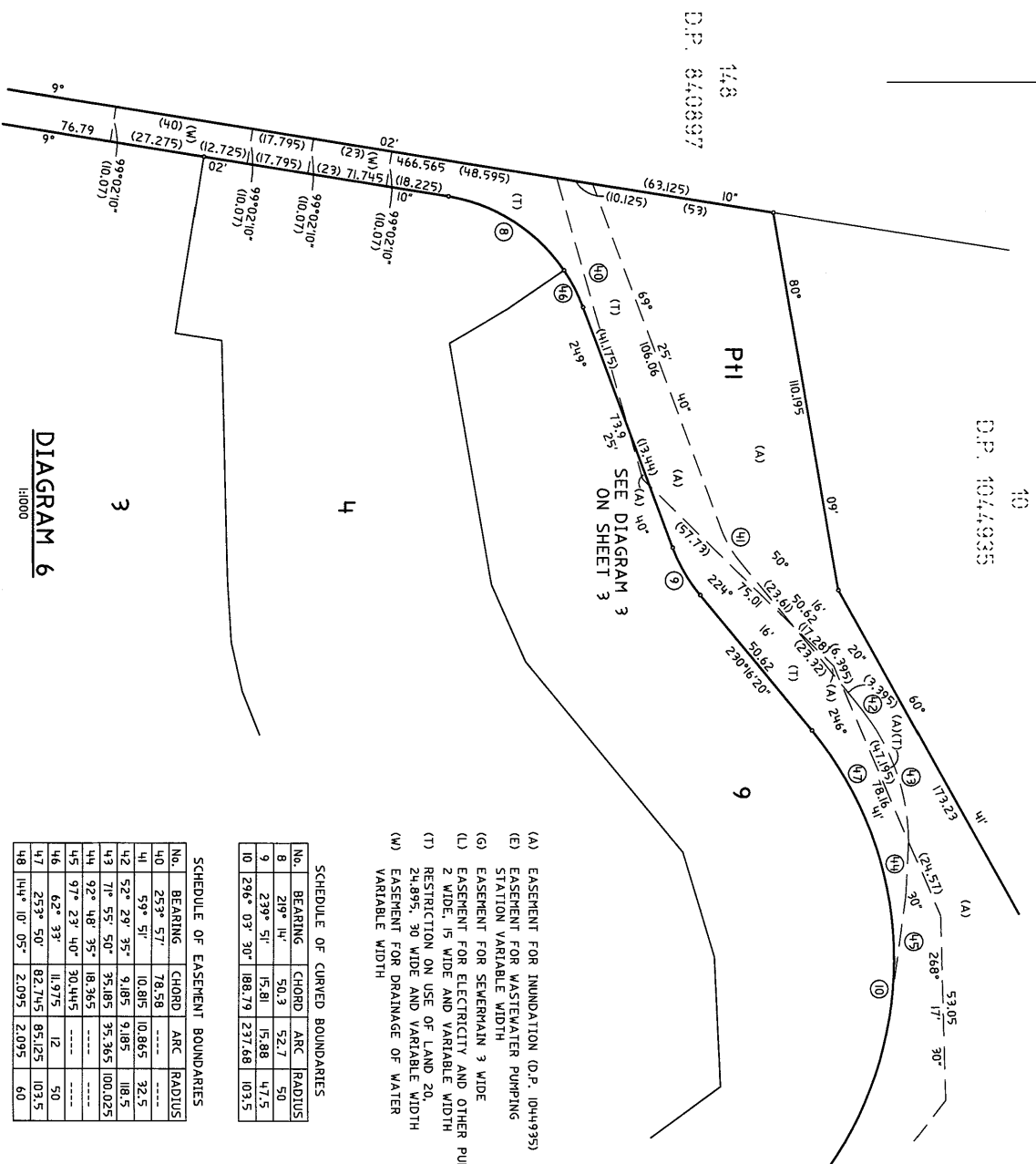


DIAGRAM 6
1:1000

- (A) EASEMENT FOR INUNDATION (D.P. 1044935)
(E) EASEMENT FOR WASTEWATER PUMPING
(E) STATION VARIABLE WIDTH
(G) EASEMENT FOR SEWERMAIN 3 WIDE
(L) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
(L) 2 WIDE, 15 WIDE AND VARIABLE WIDTH
(T) RESTRICTION ON USE OF LAND 20
(T) 24.895, 30 WIDE AND VARIABLE WIDTH
(W) EASEMENT FOR DRAINAGE OF WATER
VARIABLE WIDTH

SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|--------|--------|
| 8 | 219° 14' | 50.3 | 52.7 | 50 |
| 9 | 239° 51' | 15.81 | 15.88 | 47.5 |
| 10 | 296° 03' 30" | 188.79 | 237.68 | 103.5 |

SCHEDULE OF EASEMENT BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|--------|---------|
| 40 | 253° 57' | 78.58 | --- | --- |
| 41 | 59° 51' | 10.815 | 10.865 | 32.5 |
| 42 | 52° 29' 35" | 9.185 | 9.185 | 118.5 |
| 43 | 77° 55' 50" | 35.185 | 35.365 | 100.025 |
| 44 | 92° 48' 35" | 18.365 | --- | --- |
| 45 | 97° 23' 40" | 30.445 | --- | --- |
| 46 | 62° 33' | 11.975 | 12 | 50 |
| 47 | 253° 50' | 82.745 | 85.125 | 103.5 |
| 48 | 144° 10' 05" | 2.095 | 2.095 | 60 |

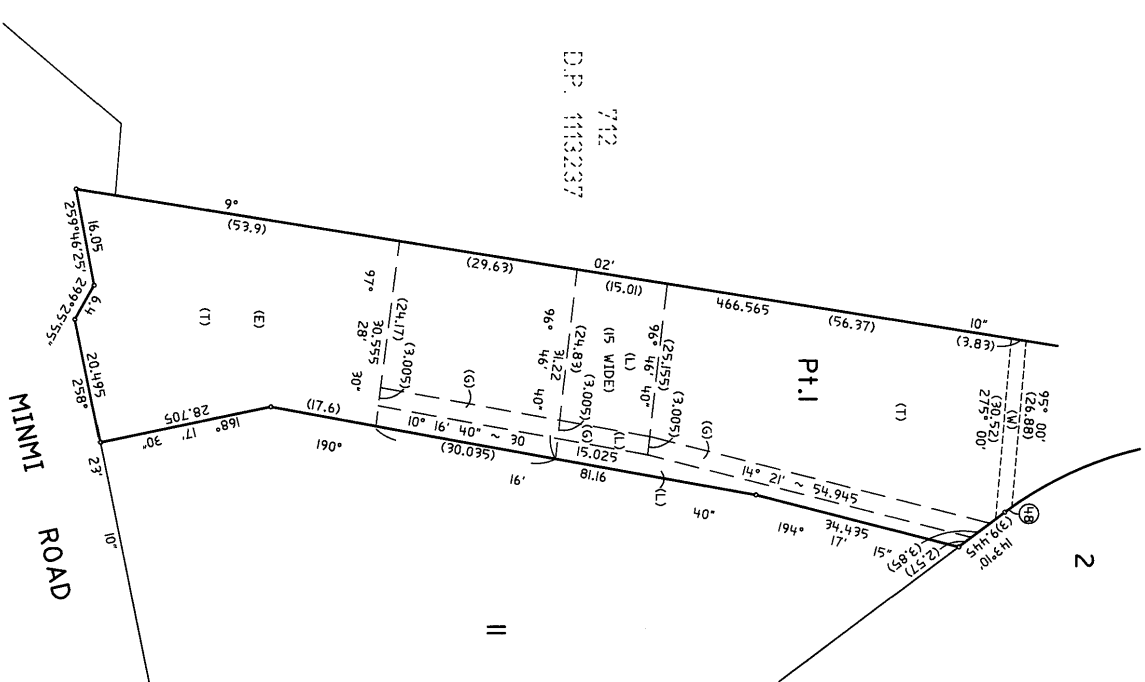


DIAGRAM 9
N.T.S.

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030.01

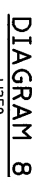
PLAN OF SUBDIVISION OF LOT 2,
D.P. 534168 AND LOT 11,
D.P. 1044935

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 420/08
Lengths are in metres. Reduction Ratio: AS SHOWN

Registered
22-6-2007

D.P. 270563

COMMUNITY PROPERTY LOT ONLY



- (A) EASEMENT FOR INUNDATION
(DP 10H4935)
- (AA) EASEMENT FOR ACCESS 20 WIDE AND VARIABLE
- (BB) EASEMENT FOR WATERMAIN 15.5' WIDE,
20 WIDE AND VARIABLE WIDTH
- (CC) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
15.5 WIDE, 20 WIDE AND VARIABLE WIDTH
- (CE) EASEMENT FOR WASTEWATER PUMPING STATION
VARIABLE WIDTH
- (F) RESTRICTION ON USE OF LAND 20,
24,895', 90 WIDE AND VARIABLE WIDTH
- (G) EASEMENT FOR SEWERMAIN 3' WIDE

D.P. 270583

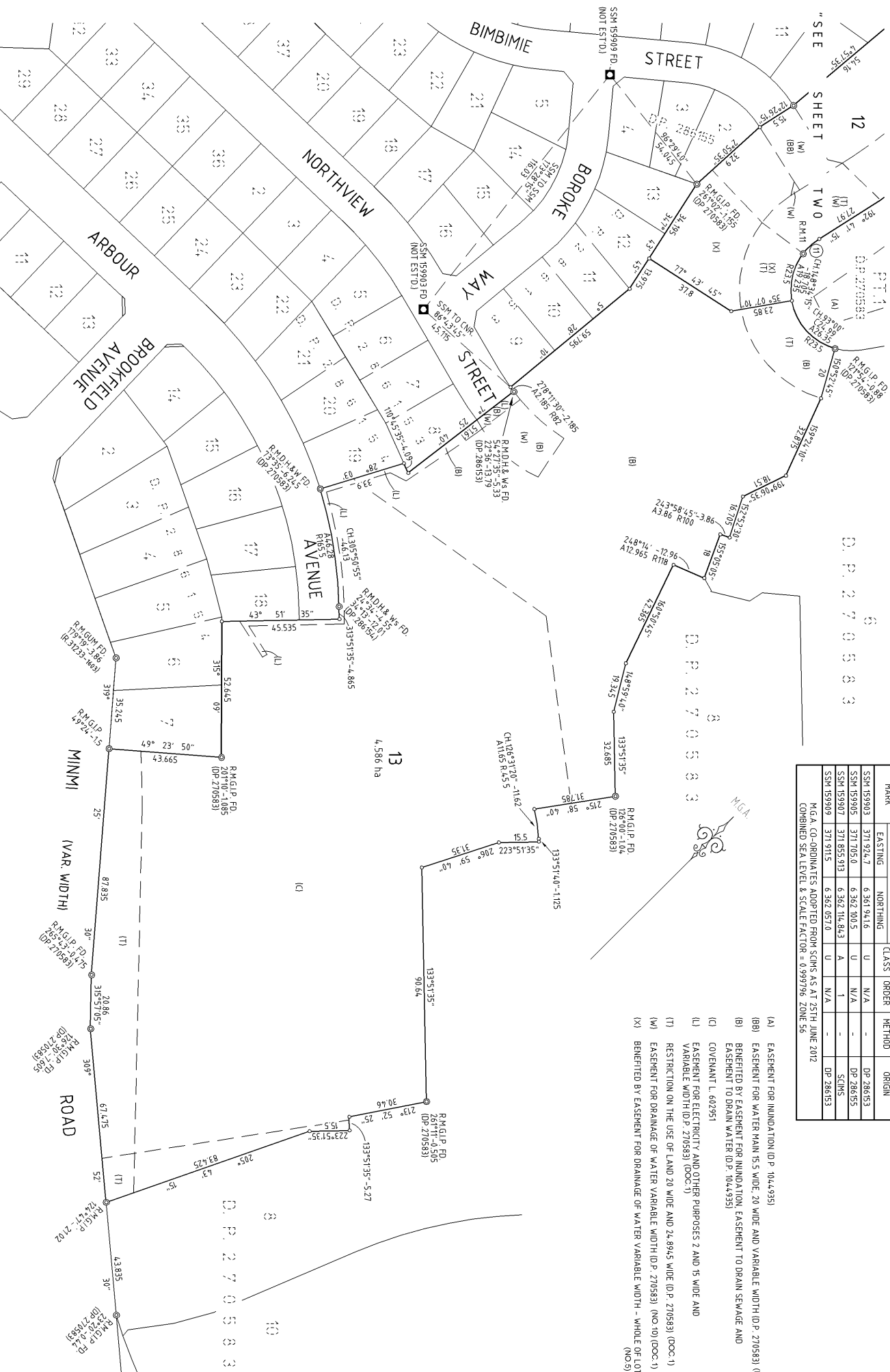
DETAIL PLAN IN 2 SHEETS

ADDITIONAL SHEET 9

THIS IS SHEET 9 OF D.P. 270583 AND IT REPLACES SHEET 4 AS REGARDS LOTS 5 AND 9 AND IS AN ADDITIONAL SHEET.

| CLAUSE 35(1)(b) AND CLAUSE 6(1)(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2006 | | | | | |
|---|---------------------|---------------|----------|-------|-------|
| MARK | M.G.A. CO-ORDINATES | EASTING | NORTHING | CLASS | ORDER |
| SSM 159903 | 371 924.7 | 6 361 94.6 | U | N/A | - |
| SSM 159905 | 371 705.0 | 6 362 700.5 | U | N/A | - |
| SSM 159907 | 371 855.913 | 6 362 114.813 | A | 1 | - |
| SSM 159909 | 371 9115 | 6 362 057.0 | U | N/A | - |
| M.G.A. CO-ORDINATES ADOPTED FROM SCDS AS AT 25TH JUNE 2012 | | | | | |
| COMBINED SEA LEVEL & SCALE FACTOR = 0.999796 ZONE 56 | | | | | |

- (A) EASEMENT FOR INUNDATION (D.P. 104.495)
- (BB) EASEMENT FOR WATER MAIN 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (D.P. 270583) (DOC-1)
- (B) BENEFITED BY EASEMENT FOR INUNDATION EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER (D.P. 104.495)
- (C) COVENANT L. 602951
- (L) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND 15 WIDE AND VARIABLE WIDTH (D.P. 270583) (DOC-1)
- (T) RESTRICTION ON THE USE OF LAND 20 WIDE AND 24.8945 WIDE (D.P. 270583) (DOC-1)
- (W) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 270583) (NO. 10) (DOC-1)
- (X) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH - WHOLE OF LOT (D.P. 270583) (NO. 9) (DOC-1)



Surveyor: BRETT ANTHONY BURNS WILLIAMS
 Date of Survey: 27th June 2012
 Surveyor's Ref: 50030-LIN-002-A
 POLICY 3 EXEMPTION

PLAN OF SUBDIVISION OF LOTS 5 & 9 IN
 D.P. 270583

LGA: NEWCASTLE
 Locality: FLETCHER
 Subdivision No: 27/2012
 Lengths are in metres. Reduction Ratio 1:1000

Registered
 13.2.2013

DP270583
 ADDITIONAL SHEET 9

DP 270583

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (AA)
2. EASEMENT FOR WATERMAIN 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (BB)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (CC)
4. EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE WIDTH (E)
5. EASEMENT FOR DRAINAGE OF WATER TO DRAIN WATER VARIABLE WIDTH (WHOLE OF LOT) (WH) (WHOLE OF LOT)
6. EASEMENT FOR SEWERMAIN 3 WIDE (G)
7. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE, 15 WIDE AND VARIABLE WIDTH (L)
8. RESTRICTION ON USE OF LAND 20, 24.895, 30 WIDE AND VARIABLE WIDTH (T)
9. EASEMENT FOR PUBLIC ACCESS (CONTINUED ON SHEET 2)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

Iin approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

Subdivision

.....set out herein
(insert 'subdivision' or 'new road')

.....
(Authorised Person/General Manager/Accredited Certifier)

Consent Authority **Minister of Planning**

Date of Endorsement **21.7.08**

Accreditation No. **BPB0136**

Subdivision Certificate No. **420/08**

File No. **MP06 0031 Mod 2**

* Delete whichever is inapplicable



DP270583 S

(Doc A)

Registered:  **AB 22.6.2009**

Title System: **TORRENS**

Purpose: **SUBDIVISION**

**PLAN OF SUBDIVISION OF
LOT 2, D.P. 534168 &
LOT 11, D.P. 1044935**

LGA: **NEWCASTLE**

Locality: **FLETCHER**

Parish: **HEXHAM**

County: **NORTHUMBERLAND**

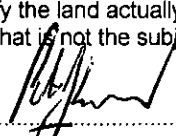
Surveying Regulation, 2006

I, **PETER JAMES JOHNSON**
of **ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259**
a surveyor registered under the **Surveying Act, 2002**, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the **Surveying Regulation, 2006**
and was completed on

29 February 2008

The survey relates to **LOTS 1 - 11 INCL**

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

Signature  Dated: **29-6-2008**
- Surveyor registered under the Surveying Act, 2002

Datum Line: **'A' - 'B'**
Type: **Urban / Rural**

Plans used in the preparation of survey/compilation

D.P. 534168 R 31233-1603
D.P. 647231
D.P. 739137
D.P. 792608
D.P. 844711
D.P. 849593
D.P. 853877
D.P. 1044935

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

SURVEYOR'S REFERENCE: **50030L01**

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2... of 4 sheets

PLAN OF SUBDIVISION OF
LOT 2, D.P. 534168 &
LOT 11, D.P. 1044935

DP270583

(Doc.A)

Registered:



18 22.6.2009

Subdivision Certificate No: 420/08

Title System: Date of Endorsement 21.7.08

10. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (W) ☒

IT IS INTENDED TO DEDICATE THE ROAD
WIDENING (Y), (X) AND (Q) TO THE PUBLIC
AS PUBLIC ROAD

[Handwritten signature]

HUNTER WATER CORPORATION
by its attorney

SHARON LANA SMITH
pursuant to Power of Attorney
Book 4374 No. 853

X

Signed in my presence by its
Attorney who is personally known
to me.

[Handwritten signature]

Witness

Amanda Coleman
Name of Witness
36 Honeyuckle Drive
Newcastle

Address of Witness

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DAMIAN GOERMAN

MARK CORDETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

M. Cawerwood

Witness MARTIN CAWERWOOD

[Handwritten signature]
Signature
[Handwritten signature]
Signature

Book 4475
No 47

SURVEYOR'S REFERENCE: 50030L01

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 13 of 4 sheets

PLAN OF SUBDIVISION OF
LOT 2, D.P. 534168 &
LOT 11, D.P. 1044935

DP270583

(DOC.A)

Registered:



22.6.2009

★ OFFICE USE ONLY

Subdivision Certificate No: 420/08

Title System: Date of Endorsement 21.07.08

~~IT IS INTENDED TO DEDICATE THE ROAD
WIDENING (Y), (X) AND (Q) TO THE PUBLIC
AS PUBLIC ROAD~~

SIGNED SEALED AND DELIVERED

for and on behalf of EnergyAustralia

by KATHERINE MARGARET GUNTON

its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4528 No. 401

Attorney

Witness

Executed by Northern Residential
Pty Limited ACN 103 878 931
pursuant to s127 of the Corporations
Act 2001 by:

Julie-Anne McNamée
DIRECTOR
JULIE-ANNE McNAMÉE

Alan Osburg
DIRECTOR/SEC
ALAN OSBURG

EXECUTED BY J+M MCNAMEE HOLDINGS PTY LIMITED
PURSUANT TO S127 OF THE CORPORATIONS ACT 2001 by:

John Boden McNamée
Director
John Boden McNamée

Margaret McNamée
Director
Margaret McNamée

SURVEYOR'S REFERENCE: 50030L01

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 14 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 2, D.P. 534168 &
LOT 11, D.P. 1044935

DP270583

(Doc. A)

Registered:



AB

22.6.2009

Subdivision Certificate No.: 420/08

Date of Endorsement: 21.7.08

Name of Development if any

THE OUTLOOK

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

This Sheet shows an initial schedule of unit entitlements for the *Community/*Precinct/*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets.

* Strike out whichever is inapplicable

I, TODD ANDREW HADLEY
of MTD VALUERS GOSFORD

being a valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet/*these sheets are based on valuations made by me on # 24 JUNE 2008

Signature Todd Hadley Dated 3/7/08

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

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

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|---|-----------------------|
| 1 | COMMUNITY NEIGHBOURHOOD PROPERTY | |
| 2 | 3348 | |
| 3 | 2999 | |
| 4 | 3163 | |
| 5 | 3857 | HISTORICAL FILE |
| 6 | 3035 | SEE ADMIN SHEET DOC B |
| 7 | 1856 | |
| 8 | 3163 | |
| 9 | 1711 | |
| 10 | 6868 | |
| 11 | 854 | |
| AGGREGATE | 30,854 | |

SURVEYOR'S REFERENCE: 50030L01

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

DP270583

(DOC.B)

Registered:  13.2.2013

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOTS
5 & 9 IN D.P. 270583**

LGA: NEWCASTLE

Locality: FLETCHER

Parish: HEXHAM

County: NORTHUMBERLAND

Survey Certificate

I, BRETT ANTHONY BURNS WILLIAMS
of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 27th June 2012

The survey relates to LOTS 12 AND 13 ONLY

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

Signature B. Williams Dated: 15/8/12
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "A"- "B"
Type: Urban / Rural

Plans used in the preparation of survey/compilation

D.P. 270583
D.P. 286153
D.P. 286154
D.P. 286155
R. 31233 ~~1000~~
1603

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

SURVEYOR'S REFERENCE: 50030-LIN-002-A

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Date:

File Number:

Office:

Subdivision Certificate

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

SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* (Authorised Person General Manager (Accredited Certifier))

Consent Authority MINISTER FOR PLANNING

Date of Endorsement 29/11/2012

Accreditation No. BPB0565

Subdivision Certificate No. 27/2012

File No. MP06-0031

* Delete whichever is inapplicable

YTN0 ESU 3C1F0 ☆ DP270583_12

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

PLAN OF SUBDIVISION OF LOTS
5 & 9 IN D.P. 270583

DP270583

(DOC.B)

Registered:



13.2.2013

Subdivision Certificate No.:

27/2012

Date of Endorsement:

29/11/2012

Name of Development if any

"THE OUTLOOK"

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

This document shows an initial schedule of unit entitlements for the Community/~~Precinct/Neighbourhood~~ scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on a replacement schedule.

I, TODD HADLEY
of MJD VALUERS

being a Valuer registered under the Valuers Registration Act 1975, certify that the unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 3/8/12 being the date of the valuer's certificate lodged with the original initial schedule.

Signature

Dated

10/12/12

THIS SHEET CONTAINS AN UPDATED
SCHEDULE OF UNIT ENTITLEMENT
WHICH REPLACES THE EXISTING
SCHEDULE REGISTERED ON 22/6/2009

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet- Plan Form 6A)

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|-------------------------|--------------------|
| 1 | COMMUNITY PROPERTY | COMMUNITY PROPERTY |
| 2 | 3348 | DP286154 |
| 3 | 2999 | DP286153 |
| 4 | 3163 | DP286155 |
| 5 | SUBDIVIDED INTO 12 & 13 | SEE SHEETS 9 & 10. |
| 6 | 3035 | DP286584 |
| 7 | 1856 | |
| 8 | 3163 | DP286694 |
| 9 | SUBDIVIDED INTO 12 & 13 | SEE SHEETS 9 & 10. |
| 10 | 6868 | |
| 11 | 854 | DP286707 |
| 12 | 1711 | DP286460 |
| 13 | 3857 | DP286502 |
| AGGREGATE | 10000 30854 | |

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ..3.. of ..3.. sheet(s)

PLAN OF SUBDIVISION OF LOTS
5 & 9 IN D.P. 270583

DP270583

(DOC.B)

Registered:



13.2.2013

Subdivision Certificate No:

27/2012

Date of Endorsement:

29/11/2012

W. M. Outlook

S & M OUTLOOK PTY LIMITED - ACN 154 895 691

WILLIAM McNAMCE SOLE DIR/SEC.

J. A. McNamce

NORTHERN RESIDENTIAL PTY LIMITED

ACN 103 878 931

JULIE-ANNE McNAMCE SOLE DIR/SEC.

DP 270583
COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets In Plan | Number of Sheets in Section 88B Instrument |
|-----------------|-----------------------------------|--------------------------|--|
| Document 1 | 22.6.2009 | 8 | 12 |
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TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 1 of ¹²~~11~~ Pages
(Doc. 1)

Plan:



DP270583 B

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

Full name and address of the
Proprietor of the land

Northern Residential Pty Limited
PO Box 7207
BAULKHAM HILLS NSW 2154

PART 1 (Creation)

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|-----------------------------------|--|
| 1 | Easement for Access 15.5 Wide, 20 Wide and Variable Width | 3, 4 and 9 | Hunter Water Corporation |
| 2 | Easement for Watermain 15.5 Wide, 20 Wide and Variable Width | 1, 3, 4 and 9 | Hunter Water Corporation |
| 3 | Easement for Electricity and Other Purposes 15.5 Wide, 20 Wide and Variable Width | 1, 3, 4 and 9 | Energy Australia ABN 67 505 337 385 |
| 4 | Easement for Wastewater Pumping Station Variable Width | 1 | Hunter Water Corporation |

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 2 of ¹²~~11~~ pages *R* (Doc.1)

Plan:

Plan of Subdivision of Lot 2 in
 Deposited Plan No. 534168 and Lot 11
 Deposited Plan No. 1044935 covered
 by Subdivision Certificate No. 420/08


PART-1 (Creation) Continued

| Number of item shown on the intersection panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|---|---|--------------------------------------|--|
| 5 | Easement for Drainage of Water Variable Width (whole of lot) | 1, 3, 5, 11 1, 4 1, 9 1, 10 | 2 3, 5 3, 4, 5 7, 8 |
| 6 | Easement for Sewermain 3 wide | 1 | Hunter Water Corporation |
| 7 | Easement for Electricity and Other Purposes 2 wide, 15 Wide and Variable Width | 1, 5 | Energy Australia ABN 67 505 337 385 |
| 8 | Restriction on Use of Land 20, 24.895, 30 Wide and Variable Width | 1 to 11 incl | The Minister for Planning |
| 9 | Easement for Public Access | 1 | The Minister for Planning |
| 10 | Easement for Drainage of Water Variable Width | 1, 5, 9 | Newcastle City Council |

DM
will
gms
huv

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 3 of ¹²~~11~~ Pages 
(DOC.1)

Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 (Terms)

In this instrument, unless the context otherwise requires:

Apparatus means mains, pipes and other apparatus used for the conveyance, control, measurement and distribution of Substances.

Architectural and Landscape Guidelines means the Architectural and Landscape Guidelines which bind the Community Association under the Management Statement.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is a Community Association, each registered proprietor of a lot in that Community Scheme, and any occupier or lessee of that lot as authorised by the Community Association;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Community Association means the community association created on registration of the Plan.

Community Scheme means the community scheme created on registration of the Plan.

Conduit means any wire, cable, pipe, duct, chute, drain, channel and other apparatus through or in which a Service passes or is stored or contained.

Council means Newcastle City Council

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 4 of ¹²~~11~~ Pages
(Doc. 1)

Plan

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 (Terms) Continued

Easement Site in relation to an Easement means:

- (a) the site of the Easement identified in the Plan;
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Evacuation Management Plan the bushfire evacuation plan attached to the Management Statement as updated by the Community Association from time to time.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Lot Benefited means the whole of any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Management Statement means the community management statement registered with this Plan.


Plan means the community plan to which this Instrument relates.

Service includes water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, television or radio impulses or signals service.

Substances means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 5 of ¹²~~11~~ Pages 
(DOC.1)

Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2

**1. Terms of Easement for Access 15.5 Wide, 20 Wide and Variable Width firstly
referred to in the Plan**

The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across each Lot Burdened but only within the Easement Site;
- (b) do anything upon the Lot Burdened within the Easement Site for the purpose of carrying out its rights under this Easement including:
 - i) entering the Lot Burdened and remaining there for a reasonable time; and
 - ii) taking anything onto the Lot Burdened; and
 - iii) carrying out work within the Easement Site.

In exercising the powers granted under this Easement, a Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner 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.

- 1.3 If the Grantee of a Lot Benefited is a Community Association, then that Grantee must keep and maintain the Easement Site in a state of good and serviceable repair for use as an access way.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 6 of ¹²~~11~~ Pages *R*
(DOC.1)

Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 Continued

**2. Terms of Easement for Watermain 15.5 Wide, 20 Wide and Variable Width
secondly referred to in the Plan**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said watermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for watermain delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**3. Terms of Easement for Electricity and Other Purposes 15.5 Wide, 20 Wide and
Variable Width thirdly referred to in the Plan**

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 7 of ~~11~~¹² pages *l* (Doc.1)

Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. **420/08**

**4. Easement for Wastewater Pumping Station Variable Width fourthly referred
to in the Plan**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil and restore the surface of the said servient tenement in a property and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that party of the lot burdened as is affected by the easement for sewage pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**5. Terms of Easement for Drainage of Water Variable Width Fifthly Referred to
in the Plan**

The terms of the easement are as set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 as amended.

The block contains several handwritten signatures and initials in black ink. There are three distinct signatures, with the first being a large, stylized cursive signature, and the other two being smaller, more compact signatures. The initials 'Jm' and 'H' are also visible between the signatures.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 8 of 12 Pages

DP270583

(Doc.1)
Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 Continued

- ~~i) entering the Lot Burdened; and~~
- ~~ii) cause as little damage as is practicable to the Lot Burdened and the improvements on it; and~~
- ~~iii) restore the Lot Burdened as nearly as is practicable to its former condition.~~

6. Terms of Easement For Sewermain 3 Wide sixthly referred to in the Plan

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for rising main delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

7. Terms of Easement for Electricity and Other Purposes 2 Wide 15 Wide and Variable Width seventhly referred to in the Plan

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 9 of ¹²11 pages

(DOC.)

Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. 420/08

PART 2 Cont.

8. Terms of Restriction on the Use of Land 20, 24.895, 30 Wide and Variable Width eighthly referred to in the Plan

The registered proprietor for the time being of the lot burdened shall comply with the requirements of the Bushfire Safety Authority issued by the NSW Rural Fire Services dated 11th June 2003.

9. Terms of Easement for Public Access ninthly referred to in the Plan

The right for members of the public to pass and repass without vehicles and upon the burdened land for recreational purposes subject to such ^{reasonable} terms and conditions regulating such use as may be imposed from time to time by the Community Association and subject to the right of the Community Association to exclude members of the public from any community facilities so designated by the Community Association.

10. Terms of Easement for Drainage of Water Variable Width Tenthly referred to in the Plan.

The terms of the easement are as set out in Part 7 of Schedule 4A of the Conveyancing Act 1919 (as amended) subject to the addition of the following:

The registered proprietor of the burdened land reserves the right ~~in its absolute discretion and without the consent or approval of Newcastle City Council~~ to relocate this easement in so far as it affects lots 5 and 9 ("the temporary easement") to another site within lots 5 and 9 to accept stormwater drainage from the roads ("the relocated easement"), ~~and upon the grant of the relocated easement the temporary easement shall automatically be extinguished.~~ *The Council will not unreasonably withhold its consent to release vary or modify the temporary easement.*

h
h
h
gm

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 10 of ~~11~~¹² pages

h (doc.1)

Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. 420/08

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND RESTRICTIONS FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS THIRDLY and SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.

Energy Australia

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS FOURTHLY and SIXTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Registered Proprietors of the lots benefited or their successors in the title to the said lots.

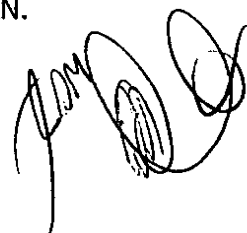
NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Minister for Planning

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Minister for Planning

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.
Newcastle City Council.

hrr gm
hrr 

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page ¹¹~~10~~ of ¹²~~11~~ Pages *R*

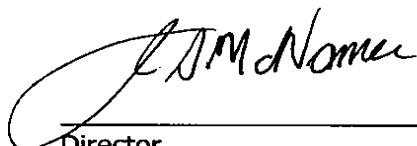
(DOC.1)

Plan:

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

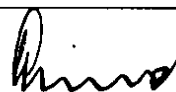
DP270583

Executed by Northern Residential Pty Limited)
In accordance with Section 127 of the)
Corporations Act 2001 in the presence of)



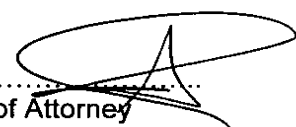
Director

JULIE-ANNE MCNAMEE



Secretary / DIRECTOR
ALAN OSBURG

HUNTER WATER CORPORATION)
ABN 46 228 513 446 by its attorney)
SHARON LANA SMITH pursuant)
to Power of Attorney Book 4374 No 853)


Signature of Attorney



Signature of witness

Amanda Coleman

Name of witness


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS



DAMIAN GORMAN

MARK CORBET

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


Witness MARTIN CALDERWOOD


Signature

Signatures

BOOK 4475
NO 47

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page ¹² ~~11~~ of ¹² ~~11~~ Pages *hr*
(DOC.1)

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. **420/08**

Executed for and on behalf of)
ENERGY AUSTRALIA BY)
~~KATHERINE MARGARET GUNTON~~)
Its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528)
No.401 in the presence of:)

K. Gunton

Attorney

Bridget Anne Thomson

Witness

BRIDGET ANNE THOMSON.
Name of Witness (Please Print)
570 George Street
Sydney NSW 2000
570 GEORGE ST.
Address of Witness

SIGNED, SEALED AND DELIVERED
BY THE MINISTER FOR PLANNING
IN THE PRESENCE OF:

emma

SIGNATURE OF
WITNESS

HL

SIGNATURE
OF MINISTER BY
HIS AUTHORISED
DELEGATE

Executed by J + M McNamee
Holdings Pty Limited in accordance
with section 127 of the Corporations
Act 2001 in the presence of:

Eva Marks

NAME OF WITNESS

MEJASON PERILA

NAME OF MINISTER'S
DELEGATE

M. McNamee

Director
Margaret McNamee

John Boden

Director John Boden McNamee

50030L01 Community 88B Instrument 29_05_08



Release: 40

REQUE
New South Wales
Real Property Act 190



AH577437K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorise by this form for the establishment and maintenance of the Real Prop. the Register is made available to any person for search upon payment of a fee, if any.

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

12/270583 + 13/270583

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

29X

HICKSONS 123003F
LAWYERS
BOX 29X

92935340

Reference: 123571 Nthrn Res. Devel. Stg. 5

R

(E) APPLICANT

NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931

(F) NATURE OF REQUEST

Request for partial cancellation of Easement pursuant to s.32(6) of the
Real Property Act, 1900

(G) TEXT OF REQUEST

The Applicant requests the Registrar General to exercise his power under s.32(6) of the Real Property Act, 1900 by cancelling Easement for Drainage of Water Variable Width (whole of lot) created by DP 270583 insofar as it burdens Lot 12 in DP 270583 and benefits Lots 1-40 in DP286155 and Lots 1-38 in DP286153, and 1-42 DP286154

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Alan Sydney Osburg
solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

17/5/2013
L Smg
see annexure

EV10/542

Form: 11R
Release: 40

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

12/270583

(C) REGISTERED
DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

Reference:

R

(E) APPLICANT

NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931

(F) NATURE OF
REQUEST

Request for partial cancellation of Easement pursuant to s.32(6) of the
Real Property Act, 1900

(G) TEXT OF
REQUEST

The Applicant requests the Registrar General to exercise his power under s.32(6) of the Real Property Act, 1900 by cancelling Easement for Drainage of Water Variable Width (whole of lot) created by DP 270583 insofar as it burdens Lot 12 in DP 270583 and benefits Lots 1-40 in DP286155 and Lots 1-38 in DP286153. *

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Alan Sydney Osburg
solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. | Full name: | Signature:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

DP 270583
Lot 13 in DP 270583
Lots 1-42 incl in DP 286154
DP 286153
Lots 1-38 in DP 286153

Statutory Declaration

I, Julie-Anne McNamee of 14 Sherwin Street, Henley NSW 2111, Company Director, in the state of New South Wales, do solemnly and sincerely declare that:

1. I am the sole director and secretary of Northern Residential Pty Limited ACN 103 878 931 and am authorised to swear this Statutory Declaration on behalf of that Company.
2. Easement for Drainage of Water Variable Width (whole of lot) created by the registration of Deposited Plan 270583 (Item 5 in Section 88B Instrument) was created for the purpose of providing temporary inter-allotment drainage pending the development of the lands in Deposited Plans 286153, 286154 and 186155.
3. The easement has now become redundant and does not serve any useful purpose in respect of the land in 12/270583.
4. The circumstances are set out in more detail in the attached letter dated 12 September 2012 from ADW Johnson Surveyors addressed to the Registrar General.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900* (NSW).

Declared at
on

Sydney
4 February 2013


Signature of declarant

in the presence of an authorised witness, who states:

I *Alan Osburg*, a *Solicitor*, certify the following matters concerning the making of this statutory declaration by the person who made it:

[*Please cross out the text that does not apply]

1. *I saw the face of the person. OR ~~*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~

[*Please cross out the text that does not apply]

2. *I have known the person for at least 12 months. OR ~~*I have confirmed the person's identity using an identification document and the document I relied on was:~~



[¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

- 2 -

~~Identification document relied on (may be original or
certified copy)~~²

Signature of witness



Date:

4 February 2013

² "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011 or JP Ruling 003 - Confirming identity for NSW statutory declarations and affidavits, footnote 3.]

LOCATION DIAGRAM

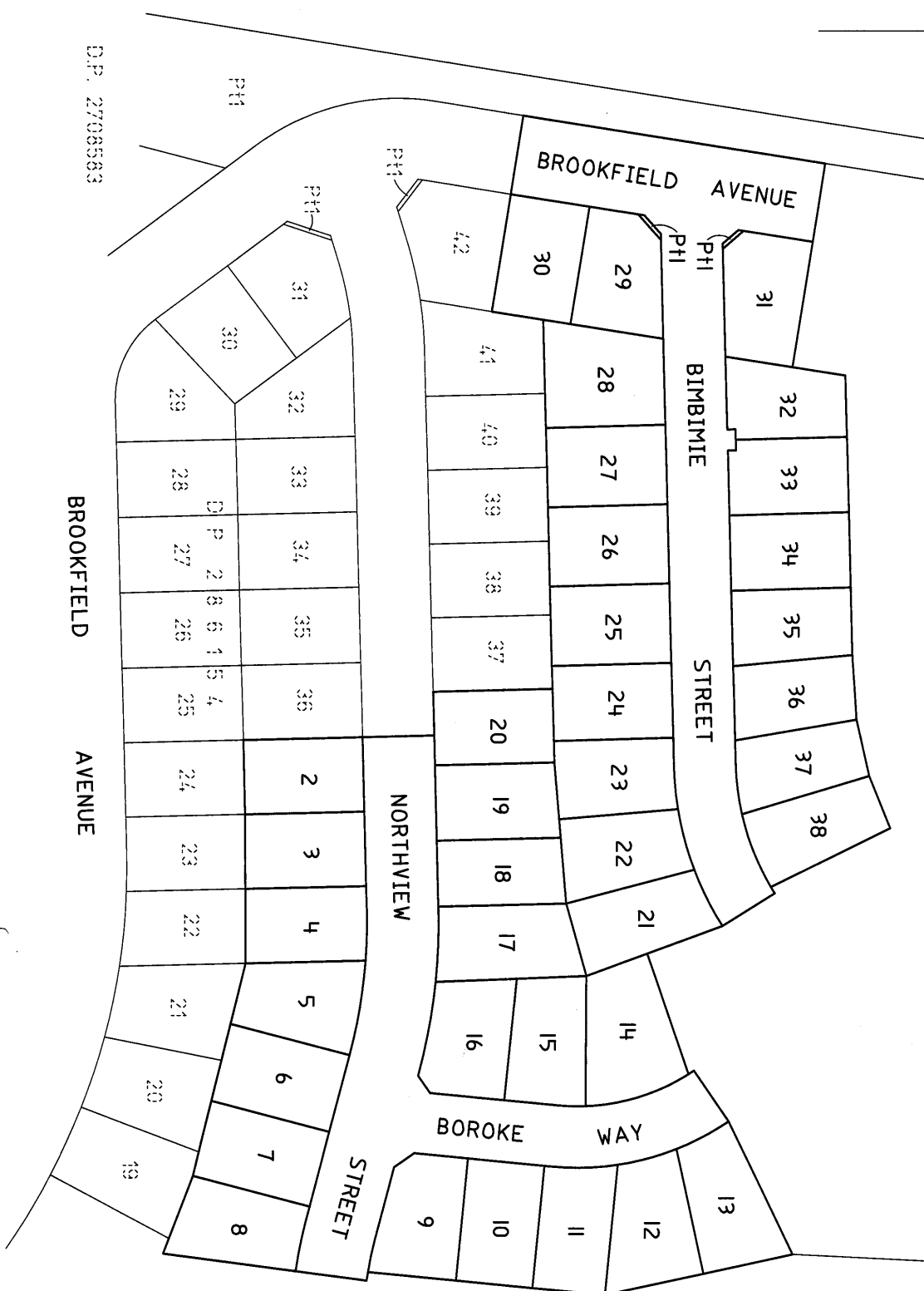
1:8000

M.G.A.



D.P. 270583

4



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

SCHEDULE OF CHANGES TO THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|---------|---------|-----------|
|---------|---------|-----------|

| | | |
|--|--|--|
| | | |
|--|--|--|

Subdivision Certificate No. 422/08

Date of Survey: 29-2-2008

Surveyor: PETER JAMES JOHNSON

Surveyor's Plat: 50030LO3

Registered  25.6.2007

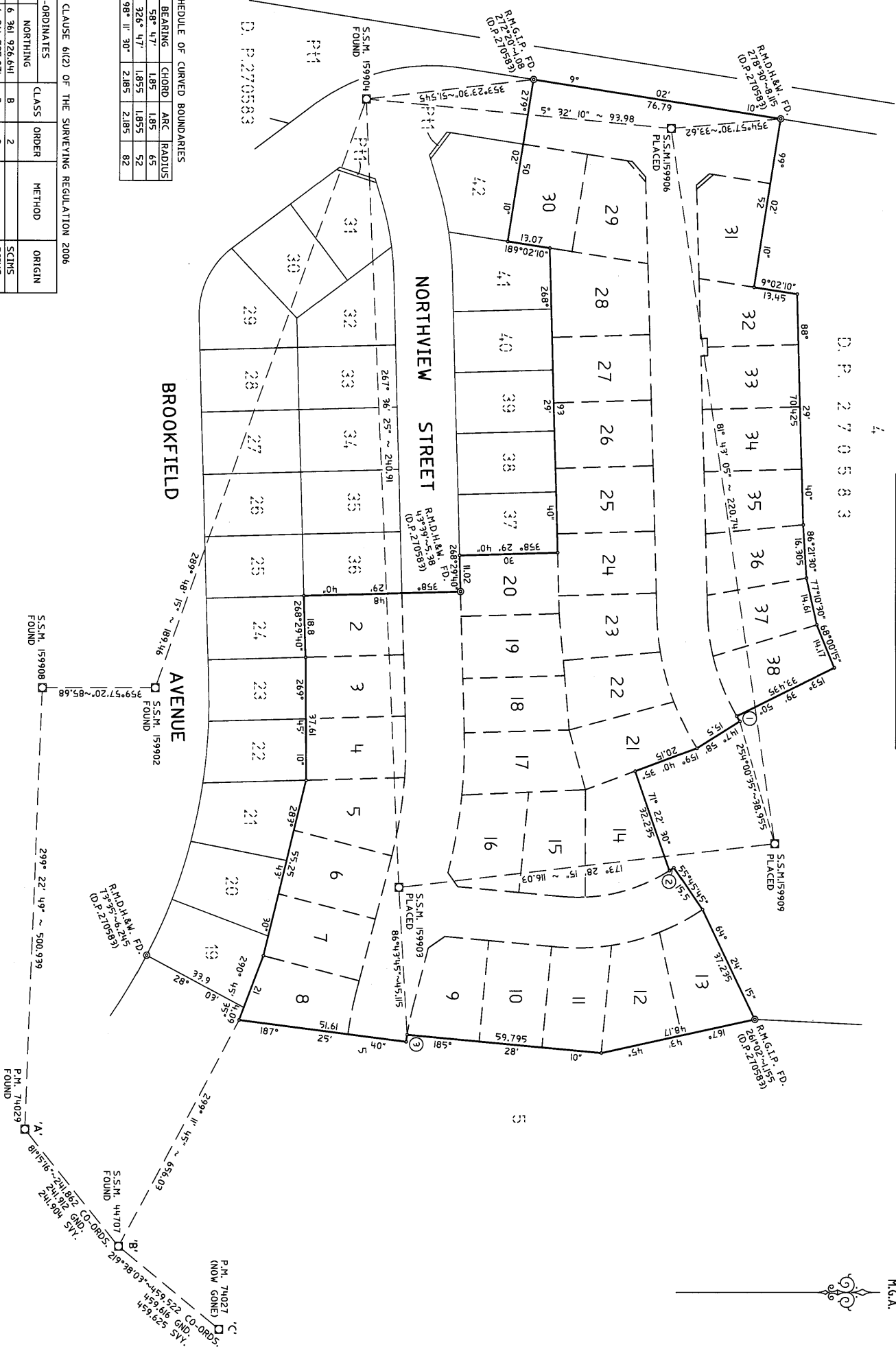
COMMUNITY DEVELOPMENT AND RECREATION ACT 1989



DP286153 P

DETAIL PLAN IN 3 SHEETS

M.G.A.



BROOKFIELD AVENUE

NORTHVIEW STREET

| SCHEDULE OF CURVED BOUNDARIES | | | | | |
|-------------------------------|-------------|-------|-------|--------|--|
| No. | BEARING | CHORD | ARC | RADIUS | |
| 1 | 58° 47' | 1.85 | 1.85 | 6.5 | |
| 2 | 326° 47' | 1.855 | 1.855 | 52 | |
| 3 | 98° 11' 30" | 2.185 | 2.185 | 82 | |

CLAUSE 35(1)(b) AND CLAUSE 61(2) OF THE SURVEYING REGULATION 2006

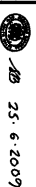
| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | ORIGIN |
|---|---------------------|---------------|-------|-------|--------|--------|
| | EASTING | NORTHING | | | | |
| P.M. 74027 | 371.830.879 | 6.361.926.641 | B | 2 | | SCIMS |
| P.M. 74029 | 372.298.708 | 6.361.535.974 | B | 2 | | SCIMS |
| S.S.M. 15903 | 371.924.7 | 6.361.572.748 | B | 2 | | SCIMS |
| S.S.M. 15906 | 371.924.7 | 6.361.941.6 | U | N/A | | SCIMS |
| S.S.M. 15909 | 371.911.5 | 6.362.057 | U | N/A | | SCIMS |
| M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 22ND FEBRUARY 2008 | | | | | | |
| COMBINED SEA LEVEL & SCALE FACTOR = 0.999795 ZONE 56 | | | | | | |

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29.2.2008
Surveyor's Ref: 50030.03

PLAN OF SUBDIVISION OF LOT 3,
D.P. 270583

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 42108
Lengths are in metres, Reduction Ratio: 1:800

Registered

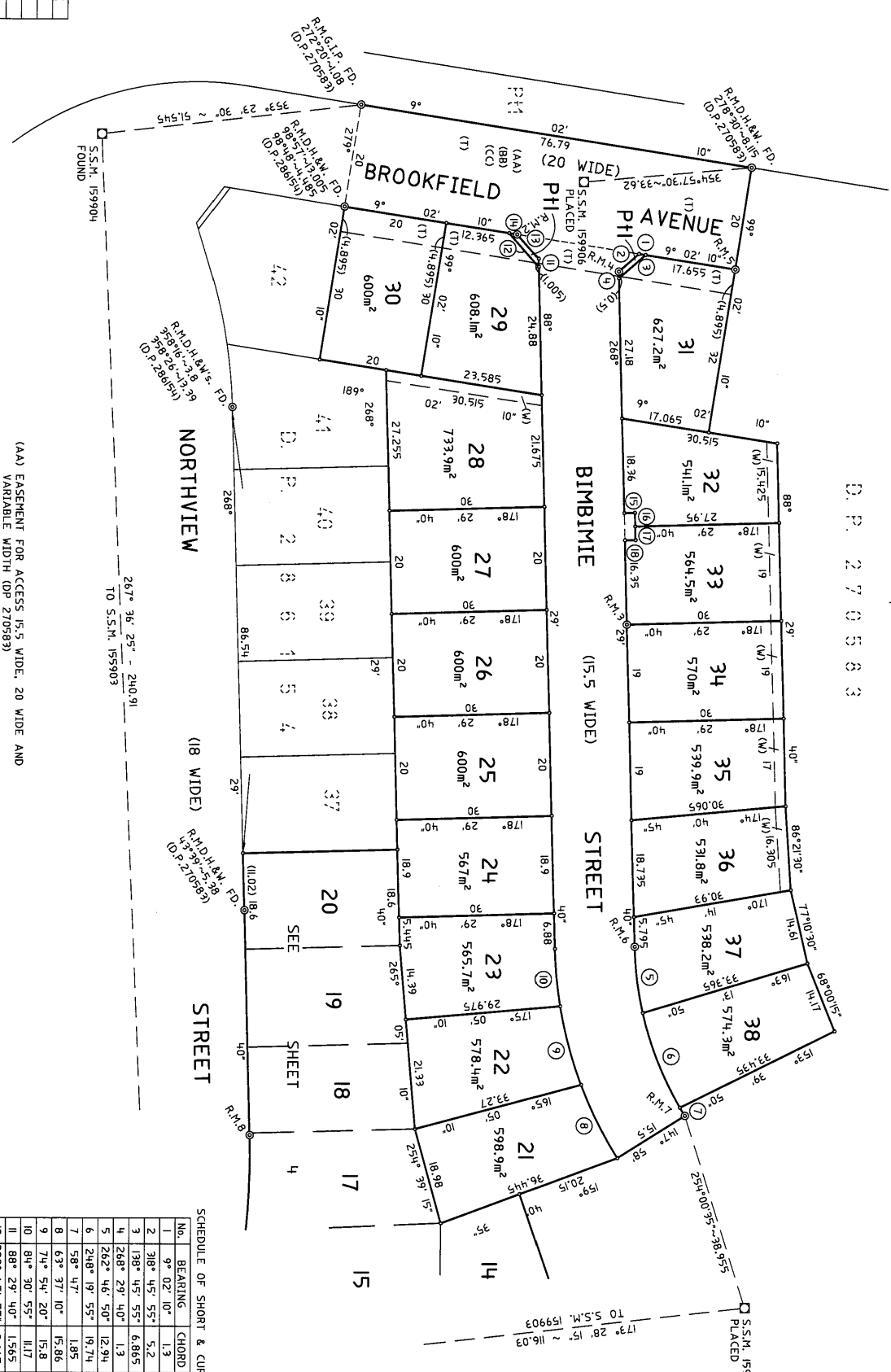


25.6.2007

D.P. 286153

DETAIL PLAN IN 3 SHEETS

M.G.A.



S.S.M. 159906 - S.S.M. 159909

| BEARING | DISTANCE |
|-------------|----------|
| 81° 43' 05" | 220.74 |

S.S.M. 159904 - S.S.M. 159906

| BEARING | DISTANCE |
|------------|----------|
| 5° 32' 10" | 93.98 |

SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE |
|--------|----------|----------|
| R.M.2 | 99° 05' | 4.35 |
| R.M.3 | 99° 03' | 11.935 |
| R.M.4 | 11° 09' | 4.38 |
| R.M.5 | 3° 05' | 12.01 |
| R.M.6 | 9° 01' | 4.23 |
| R.M.7 | 100° 55' | 12.2 |
| R.M.8 | 358° 24' | 4.345 |
| R.M.9 | 358° 28' | 11.9 |
| R.M.10 | 327° 56' | 4.345 |
| R.M.11 | 327° 56' | 12.055 |
| R.M.12 | 358° 28' | 3.795 |
| R.M.13 | 358° 29' | 13.395 |

ALL REFERENCE MARKS ARE
DRILL HOLES AND WINGS IN KERB

- (AA) EASEMENT FOR ACCESS 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (DP 270583)
- (BB) EASEMENT FOR WATERMAIN 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (DP 270583)
- (CC) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (DP 270583)
- (DD) EASEMENT TO DRAIN WATER 2 WIDE
- (EE) RESTRICTION ON USE OF LAND 20, 24, 895, 30 WIDE AND VARIABLE WIDTH (DP 270583)

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 1 | 9° 02' 10" | 1.3 | --- | --- |
| 2 | 318° 45' 55" | 5.2 | --- | --- |
| 3 | 138° 45' 55" | 6.865 | --- | --- |
| 4 | 268° 29' 40" | 1.3 | --- | --- |
| 5 | 242° 46' 50" | 12.94 | 12.96 | 65 |
| 6 | 248° 19' 55" | 19.74 | 19.82 | 65 |
| 7 | 58° 47' | 1.85 | 1.85 | 65 |
| 8 | 63° 37' 10" | 15.86 | 15.89 | 80.5 |
| 9 | 74° 54' 20" | 15.83 | 15.83 | 80.5 |
| 10 | 84° 30' 55" | 11.7 | 11.8 | 80.5 |
| 11 | 88° 29' 40" | 1.565 | --- | --- |
| 12 | 228° 45' 55" | 8.665 | --- | --- |
| 13 | 148° 45' 55" | 6.26 | --- | --- |
| 14 | 9° 02' 10" | 1.565 | --- | --- |
| 15 | 358° 29' 40" | 2.05 | --- | --- |
| 16 | 88° 29' 40" | 2.65 | --- | --- |
| 17 | 88° 29' 40" | 2.65 | --- | --- |
| 18 | 178° 29' 40" | 2.05 | --- | --- |

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030.03

PLAN OF SUBDIVISION OF LOT 3,
D.P. 270583

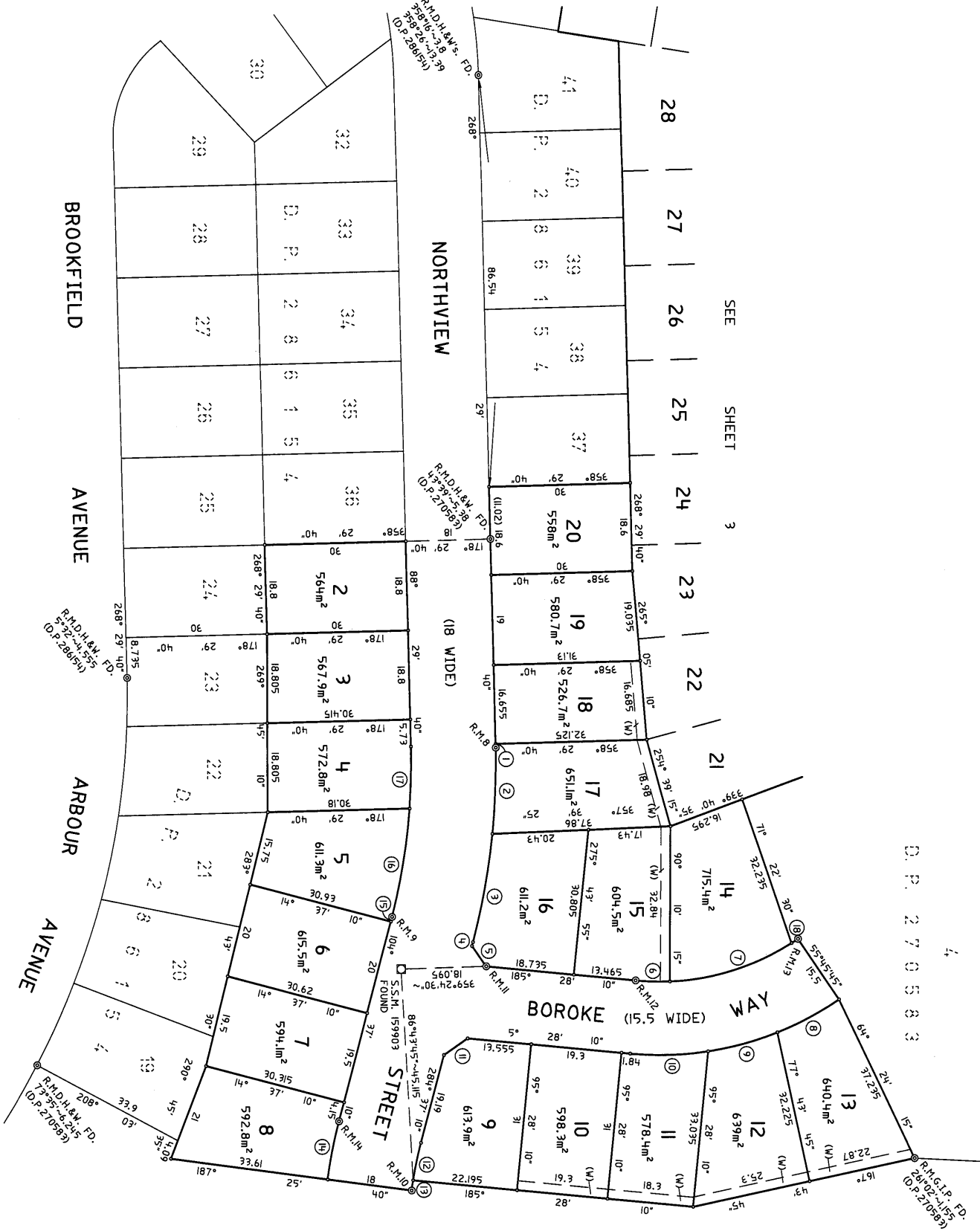
LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 422/06
Lengths are in metres Reduction Ratio: 1:600

Registered
26 25 6 2009

D.P. 286153

DETAIL PLAN IN 3 SHEETS

M.G.A.



SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE |
|--------|-------------|---------------|
| R.M.8 | 358° 28' | 3.795 |
| R.M.8 | 358° 29' | 13.995 |
| R.M.9 | 225° 47' | 5.465 |
| R.M.9 | 199° 14' | 14.375 |
| R.M.10 | 54° 27' 35" | 5.33 |
| R.M.10 | 22° 36' | 13.79 |
| R.M.11 | 282° 57' | 4.46 |
| R.M.12 | 270° 04' | 4.425 |
| R.M.12 | 273° 29' | 12.045 |
| R.M.13 | 212° 45' | 4.87 & 12.995 |
| R.M.14 | 253° 46' | 9.725 |
| R.M.14 | 219° 50' | 16.085 |

ALL REFERENCE MARKS ARE DRILL HOLES AND WINDS IN KERB

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|-------|--------|
| 1 | 268° 29' 40" | 0.1 | --- | --- |
| 2 | 272° 06' 35" | 18.92 | 18.93 | 150 |
| 3 | 280° 10' 20" | 23.26 | 23.28 | 150 |
| 4 | 284° 37' 10" | 0.855 | --- | --- |
| 5 | 235° 02' 40" | 5.255 | --- | --- |
| 6 | 181° 36' 45" | 6.995 | --- | --- |
| 7 | 342° 46' 55" | 26.875 | 27.18 | 52 |
| 8 | 332° 04' 20" | 14.84 | 14.87 | 67.5 |
| 9 | 344° 52' 10" | 15.25 | 15.29 | 67.5 |
| 10 | 358° 24' 45" | 16.58 | 16.63 | 67.5 |
| 11 | 325° 05' 40" | 6.16 | --- | --- |
| 12 | 284° 47' 15" | 2.185 | 2.185 | 82 |
| 13 | 98° 11' 30" | 8.105 | 8.11 | 82 |
| 14 | 101° 01' 25" | 12.54 | 12.55 | 100 |
| 15 | 104° 37' 10" | 0.195 | --- | --- |
| 16 | 99° 23' 50" | 24.03 | 24.06 | 132 |
| 17 | 91° 20' 05" | 13.08 | 13.09 | 132 |
| 18 | 326° 47' | 1.855 | 1.855 | 52 |

(M) EASEMENT TO DRAIN WATER 2 WIDE

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030.L03

PLAN OF SUBDIVISION OF LOT 3,
D.P. 270583

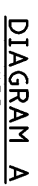
LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 422/03
Lengths are in metres, Reduction Factor: 1:400

Registered
25.6.2009

D.P. 286153

NEIGHBOURHOOD LOT ONLY

□
□
□
□
□
□
□



(T) RESTRICTION ON USE OF LAND 20, 24,895,
30 WIDE AND VARIABLE WIDTH (D.P.270583)

D.P. 286153

DP 286153

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 2 WIDE
3. RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH

SUBJECT TO THE RESTRICTION ON THE USE OF LAND, EASEMENT FOR ACCESS, EASEMENT FOR WATERMAIN AND EASEMENT FOR ELECTRICITY AND OTHER PURPOSES IT IS INTENDED TO DEDICATE THE EXTENSION OF BROOKFIELD AVENUE TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE BIMBIMIE STREET, BOROKE WAY AND THE EXTENSION OF NORTHVIEW STREET TO THE PUBLIC AS PUBLIC ROAD

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

Subdivision 2 New roadset out herein
(insert 'subdivision' or 'new road')

.....
(Authorised Person/General Manager/Accredited Certifier)

Consent Authority Minister of Planning

Date of Endorsement 21.7.08

Accreditation No. BPB0136

Subdivision Certificate No. 422/08

File No. MP06 0031 MOD2

* Delete whichever is inapplicable



DP286153 S

Registered:  18 25.6.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 3 D.P.270583

LGA: NEWCASTLE

Locality: FLETCHER

Parish: HEXHAM

County: NORTHUMBERLAND

Surveying Regulation, 2006

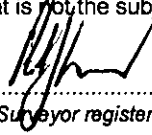
I, PETER JAMES JOHNSON

of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
a surveyor registered under the **Surveying Act, 2002**, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the **Surveying Regulation, 2006**
and was completed on

29/2/2008

The survey relates to LOTS 1 - 38 INCLUSIVE

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

Signature  Dated: 30-6-2008
Surveyor registered under the **Surveying Act, 2002**

Datum Line: 'A' - 'B'

Type: Urban / Rural

Plans used in the preparation of survey/compilation-

D.P. 270583

D.P. 286154

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

SURVEYOR'S REFERENCE: 50030L03

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

PLAN OF SUBDIVISION OF LOT 3
D.P.270583

D.P. 286153

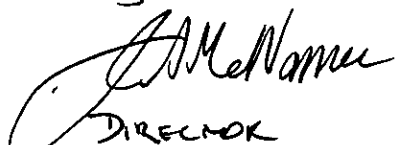
(DOC.A)

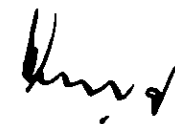
Registered:  SB 25.6.2009

Subdivision Certificate No: 422/08

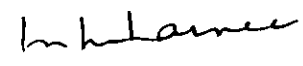
Date of Endorsement: 21.07.08


Executed by Northern Residential
Pty Limited ACN 103 878 931
pursuant to s127 of the Corporations
Act by:


DIRECTOR
JULIE-ANNE McNAMARA


DIRECTOR/SEC
ALAN OSBURN.

EXECUTED BY J+M MCNAMEE HOLDINGS PTY LIMITED
PURSUANT TO S127 OF THE CORPORATIONS ACT 2001
BY:


Director
Margaret McNamara


Director
John Boden McNamara


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 059 663 136
BY ITS DULY APPOINTED ATTORNEYS



DAMIAN GORMAN

MARK CORRETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


Witness
MARTIN CALDERWOOD


Signature

Signature

BOOK 4475
NO 4)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 3
D.P.270583

D.P. 286153

(DOC.A)

Registered:  AB 25.6.2009

Subdivision Certificate No.: 422/08

Date of Endorsement: 21.7.08

Name of Development if any

THE OUTLOOK

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

This Sheet shows an initial schedule of unit entitlements for the ~~*Community/Precinct*~~ Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets numbered sheet 3a, 3B etc as the circumstances require.

* Strike out whichever is inapplicable

I, TODD ANDREW HADLEY
of MTB VALUERS, GOSFORD
being a valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~this sheet~~ these sheets are based on valuations made by me on # 24 JUNE 2008

Signature Todd Hadley Dated 3/7/08

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT (if insufficient space use additional annexure sheet- Plan Form 6A)

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|---------|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 79 | |
| 3 | 79 | |
| 4 | 79 | |
| 5 | 84 | |
| 6 | 82 | |
| 7 | 81 | |
| 8 | 78 | |
| 9 | 82 | |
| 10 | 82 | |
| 11 | 81 | |
| 12 | 82 | |
| 13 | 82 | |
| 14 | 90 | |
| 15 | 82 | |

CONTINUED OVER

SURVEYOR'S REFERENCE: 50030L03

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

PLAN OF SUBDIVISION OF LOT 3
D.P.270583

D.P. 286153

(DOC. A)

Registered:  25.6.2009

Subdivision Certificate No: 422/08

Date of Endorsement: 21.07.08

SCHEDULE OF UNIT ENTITLEMENT

INITIAL SCHEDULE (cont.)

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|------------------|-------------|
| 16 | 82 | |
| 17 | 83 | |
| 18 | 76 | |
| 19 | 79 | |
| 20 | 79 | |
| 21 | 78 | |
| 22 | 78 | |
| 23 | 79 | |
| 24 | 79 | |
| 25 | 82 | |
| 26 | 82 | |
| 27 | 82 | |
| 28 | 86 | |
| 29 | 86 | |
| 30 | 85 | |
| 31 | 86 | |
| 32 | 79 | |
| 33 | 79 | |
| 34 | 79 | |
| 35 | 79 | |
| 36 | 79 | |
| 37 | 79 | |
| 38 | 80 | |
| AGGREGATE | 2,999 | |

SURVEYOR'S REFERENCE: 50030L03

★ OFFICE USE ONLY

LOCATION DIAGRAM

SCALE 1:1000

M.G.A.



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

SCHEDULE OF CHANGES TO
THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|------------|---------|--------------|
|------------|---------|--------------|

| | | |
|--|--|--|
| | | |
|--|--|--|

Subdivision Certificate No **421/08**
Date of Survey: 29-2-2008

Surveyor: PETER JAMES JOHNSON
Surveyor's Ref: 500301.02

Registered  25.6.2009

COMMUNITY REGISTRATION/NEIGHBOURHOOD PLAN



DP286154 P

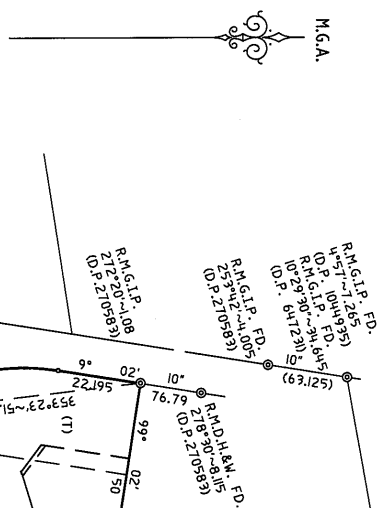
DETAIL PLAN IN 3 SHEETS

| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | ORIGIN |
|--------------|---------------------|---------------|-------|-------|---------|--------|
| | EASTING | NORTHING | | | | |
| P.M. 74027 | 372 870.879 | 6 361 926.641 | B | 2 | | SCINS |
| P.M. 74028 | 371 860.64 | 6 361 786.78 | D | 4 | | SCINS |
| P.M. 74029 | 372 298.708 | 6 361 535.974 | B | 2 | | SCINS |
| S.S.M. 15907 | 372 297.758 | 6 361 572.748 | B | 2 | | SCINS |
| S.S.M. 15902 | 371 862.2 | 6 361 867.14 | N/A | | COASTAL | PLACED |
| S.S.M. 15904 | 371 864.0 | 6 361 931.6 | N/A | | COASTAL | PLACED |
| S.S.M. 15908 | 371 862.3 | 6 361 781.7 | N/A | | COASTAL | PLACED |

M.G.A. CO-ORDINATES ADOPTED FROM SCINS AS AT 22ND FEBRUARY 2008

COMBINED SEA LEVEL & SCALE FACTOR = 0.999795 ZONE 56

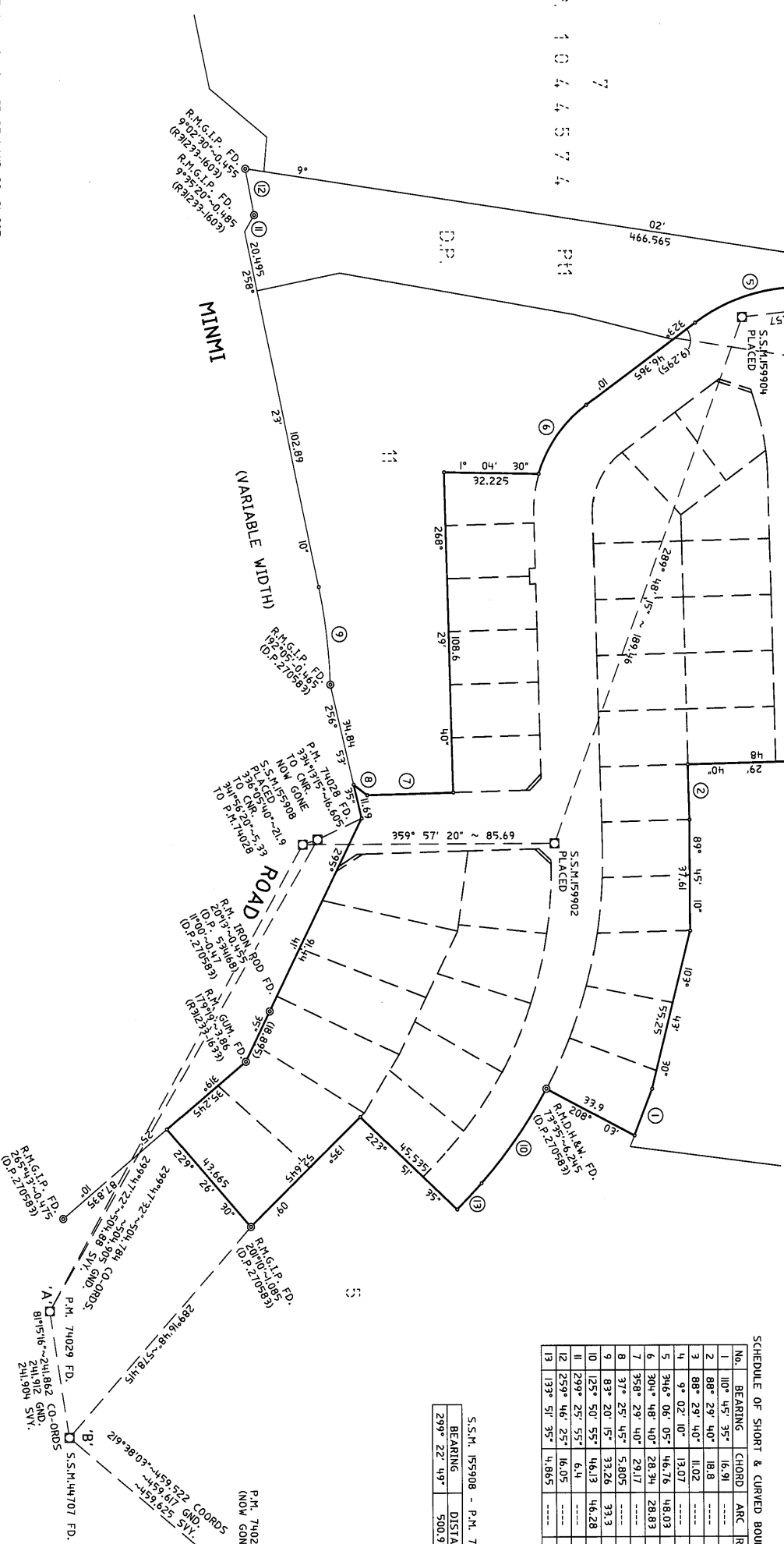
CLAUSE 35(10) AND CLAUSE 6(2) OF THE SURVEYING REGULATION 2006



SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 1 | 110° 45' 35" | 16.91 | --- | --- |
| 2 | 88° 29' 40" | 18.8 | --- | --- |
| 3 | 88° 29' 40" | 11.02 | --- | --- |
| 4 | 9° 02' 10" | 13.07 | --- | --- |
| 5 | 346° 06' 05" | 46.76 | 48.03 | 60 |
| 6 | 304° 48' 40" | 28.34 | 28.83 | 45 |
| 7 | 358° 29' 40" | 29.17 | --- | --- |
| 8 | 37° 25' 45" | 5.805 | --- | --- |
| 9 | 83° 20' 15" | 33.26 | 33.3 | 192.7 |
| 10 | 125° 50' 55" | 46.13 | 46.28 | 165.5 |
| 11 | 289° 25' 55" | 6.4 | --- | --- |
| 12 | 259° 46' 25" | 16.05 | --- | --- |
| 13 | 139° 51' 35" | 4.865 | --- | --- |

| | |
|----------------------------|----------|
| S.S.M. 155908 - P.M. 74029 | |
| BEARING | DISTANCE |
| 299° 22' 49" | 500.939 |



(1) RESTRICTION ON USE OF LAND 20, 24, 895, 30 WIDE AND VARIABLE WIDTH (D.P. 270583)

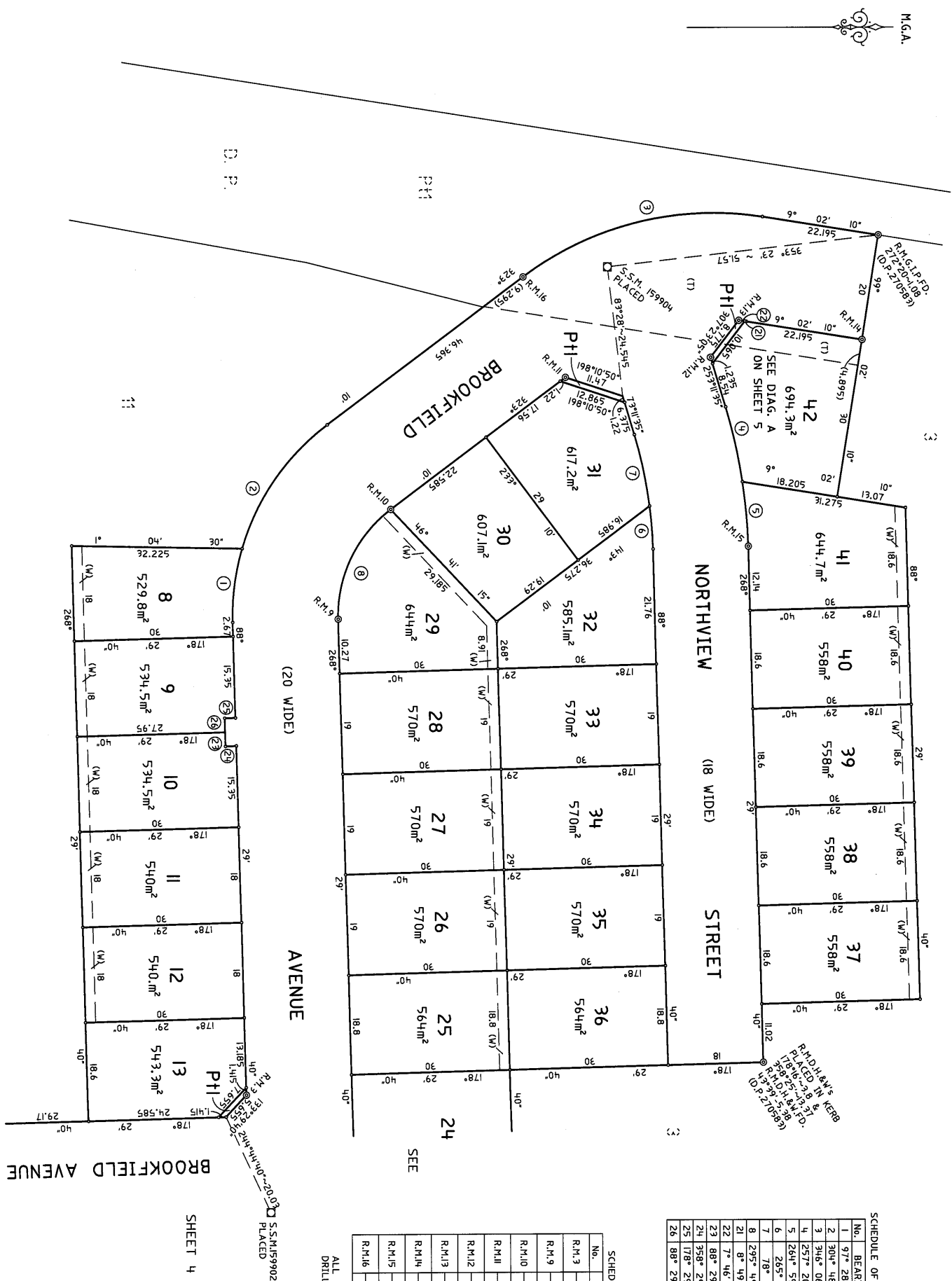
SURVEYOR: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 500300.02

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MINNITI
Subdivision No: 421/08
Lengths are in metres, Reduction Ratio: 1:1000

Registered
25.6.2009

D.P. 286154



(W) - EASEMENT TO DRAIN WATER 2 WIDE
(T) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030L02

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MINTI
Subdivision No: 421/08
Lengths are in meters, Reduction Ratio: 1:500

Registered
25.6.2009

D.P. 286154

M.G.A.



SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 9 | 270° 14' 15" | 10.07 | 10.07 | 165.5 |
| 10 | 275° 15' 35" | 18.93 | 18.94 | 165.5 |
| 11 | 281° 42' | 18.25 | 18.26 | 165.5 |
| 12 | 288° 05' 40" | 18.66 | 18.67 | 165.5 |
| 13 | 294° 35' | 18.8 | 18.81 | 165.5 |
| 14 | 125° 50' 55" | 46.13 | 46.28 | 165.5 |
| 15 | 302° 32' 45" | 16.89 | 16.9 | 166.05 |
| 16 | 302° 31' 45" | 23.94 | 23.97 | 166.05 |
| 17 | 292° 50' 30" | 25.39 | 25.42 | 166.05 |
| 18 | 283° 04' 50" | 24.31 | 24.34 | 166.05 |
| 19 | 273° 40' 55" | 23.54 | 23.57 | 166.05 |
| 20 | 89° 00' | 1.4 | 1.4 | 166.05 |

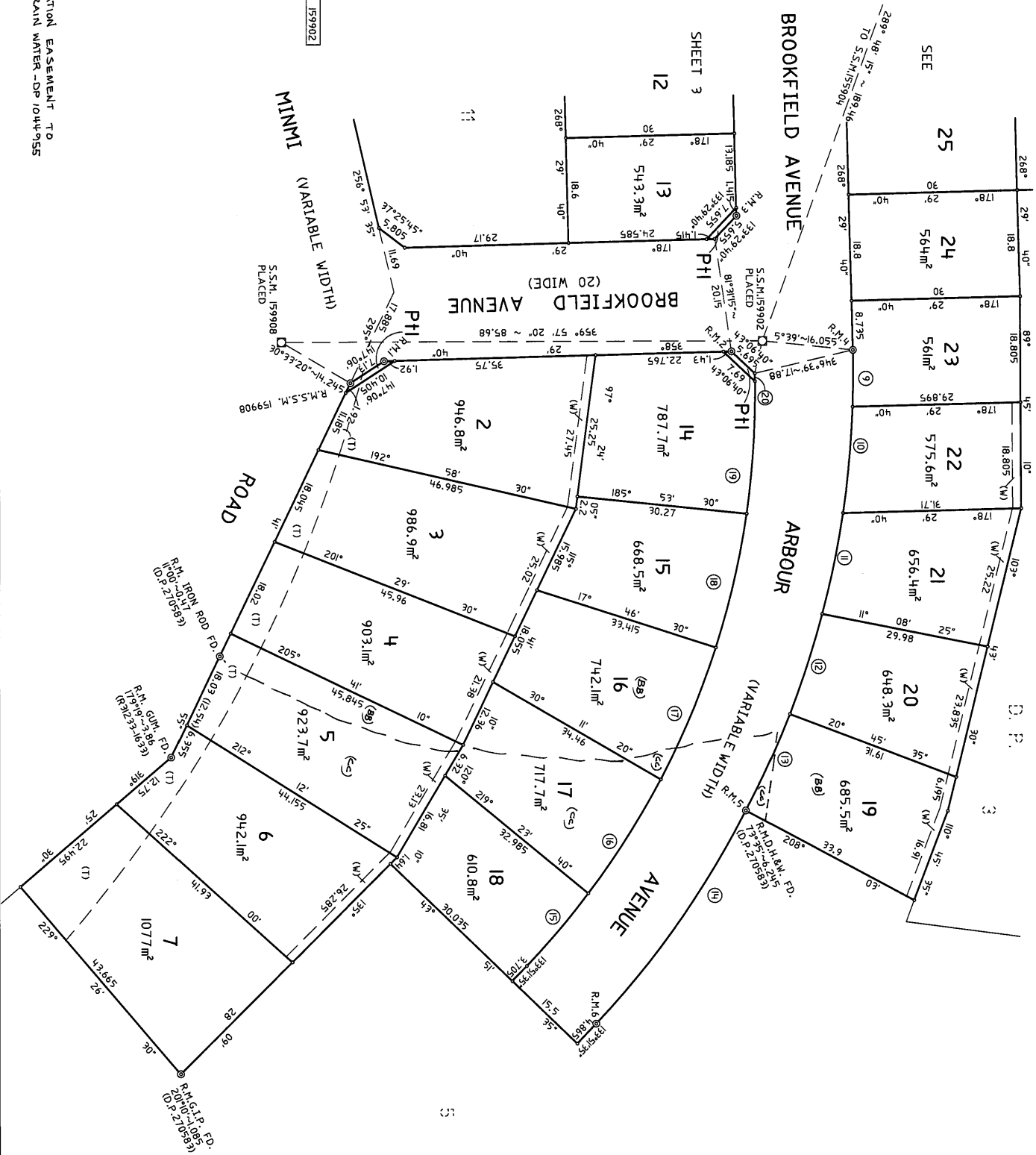
SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE |
|--------|----------|----------|
| R.M.1 | 100° 26' | 4.935 |
| R.M.2 | 100° 29' | 4.215 |
| R.M.3 | 81° 16' | 4.27 |
| R.M.4 | 81° 26' | 4.27 |
| R.M.5 | 178° 36' | 5.795 |
| R.M.6 | 178° 32' | 15.575 |
| R.M.7 | 5° 39' | 16.05 |
| R.M.8 | 5° 32' | 4.555 |
| R.M.9 | 19° 50' | 4.315 |
| R.M.10 | 19° 59' | 12.465 |
| R.M.11 | 24° 34' | 4.55 |
| R.M.12 | 34° 13' | 12.01 |

ALL REFERENCE MARKS ARE
DRILL HOLES AND WINGS IN KERB
UNLESS SHOWN OTHERWISE

(B) - GENERATED BY EASEMENT FOR UNLOADING EASEMENT TO
DRAIN SEWAGE & EASEMENT TO DRAIN WATER - DP 1044955
(C) - COVENANT - L602951

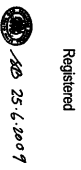
(W) - EASEMENT TO DRAIN WATER 2 WIDE
(T) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)



Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030102

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

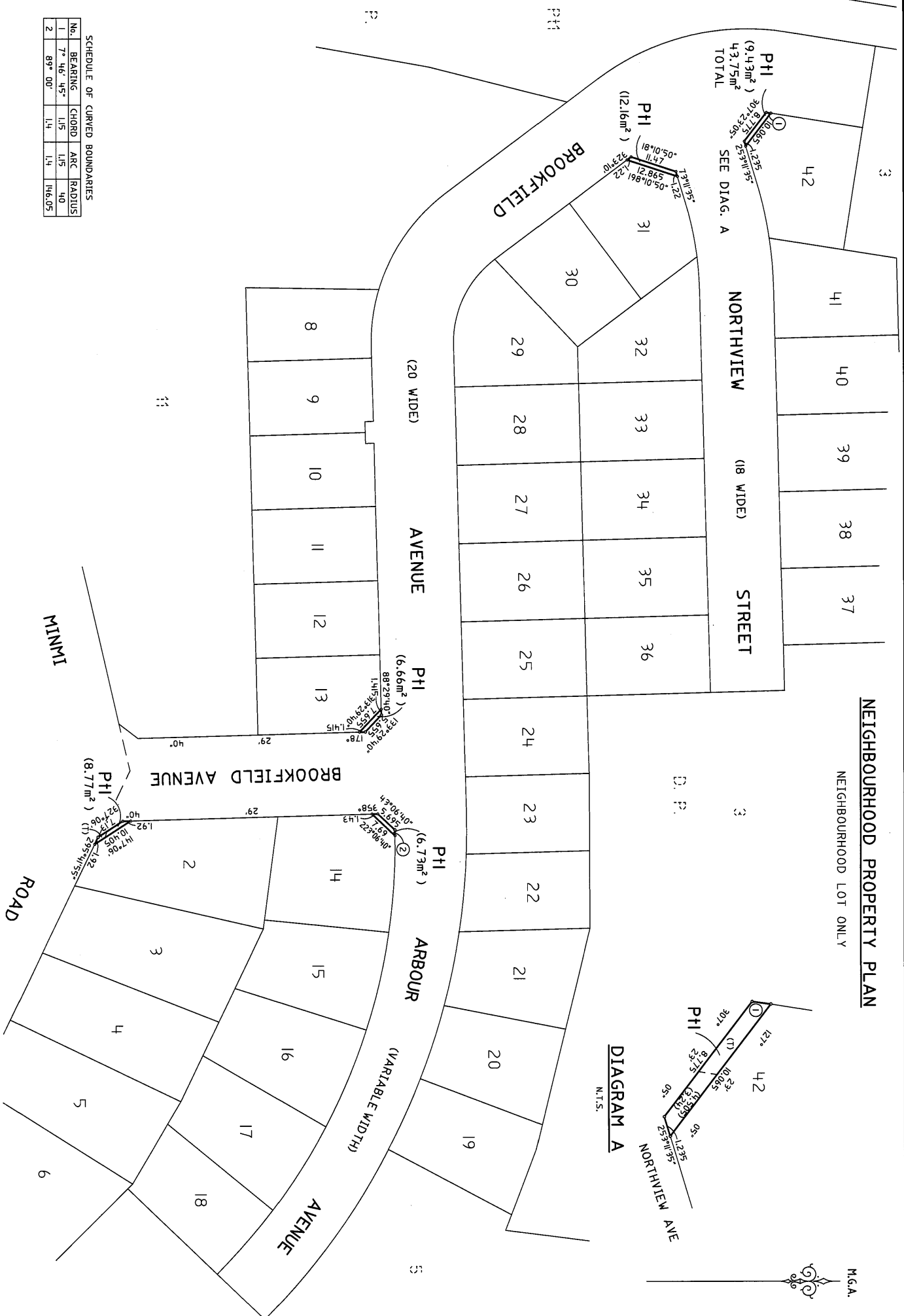
LGA: NEWCASTLE
Locality: MINMI
Subdivision No: 421/08
Lengths are in metres, Reduction Factor: 1:500



D.P. 286154

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD LOT ONLY



SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|------------|-------|------|--------|
| 1 | 7° 46' 45" | 1.15 | 1.15 | 40 |
| 2 | 89° 00' | 1.4 | 1.4 | 146.05 |

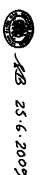
(1) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030LO2

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MINIMI
Subdivision No: 421/08
Lengths are in metres, Reduction Factor: 1:600

Registered



D.P. 286154

DP 286154

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND
2. EASEMENT TO DRAIN WATER 2 WIDE
3. RESTRICTION ON USE OF LAND

SUBJECT TO THE RESTRICTION ON THE USE OF LAND IT IS INTENDED TO DEDICATE BROOKFIELD AVENUE TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE NORTHVIEW STREET AND ARBOUR AVENUE TO THE PUBLIC AS PUBLIC ROAD



DP286154 S

(Doc. A)

Registered:  25.6.2009

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 2
D.P.270583**

LGA: NEWCASTLE

Locality: MINMI

Parish: HEXHAM

County: NORTHUMBERLAND

Surveying Regulation, 2006

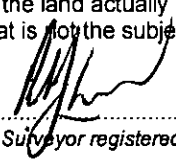
I, PETER JAMES JOHNSON

of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
a surveyor registered under the **Surveying Act, 2002**, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the **Surveying Regulation, 2006**
and was completed on

29/2/2008

The survey relates to LOTS 1 - 42

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

Signature  Dated: 30-6-2008
Surveyor registered under the **Surveying Act, 2002**

Datum Line: 'A' - 'B'
Type: Urban / Rural

Plans used in the preparation of survey/compilation

D.P.270583

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

SURVEYOR'S REFERENCE: 50030L02

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

Iin approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown
hereon have been given.
Signature:

Date:

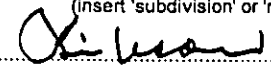
File Number:

Office:

Subdivision Certificate

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

Subdivision & new roadset out herein
(Insert 'subdivision' or 'new road')


* (Authorised Person/General Manager/Accredited Certifier)

Consent Authority Minister of Planning

Date of Endorsement 21.7.08

Accreditation No. BPB0136

Subdivision Certificate No. 421/08

File No. MP06 0031 MOD 2

* Delete whichever is inapplicable

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC. A)

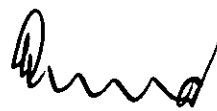
Registered:  SB 25.6.2009

Subdivision Certificate No: 421/08


Date of Endorsement: 21.07.08


Executed by Northern Residential
Pty Limited ACN 103 878 931 in
accordance with section 127 of the
Corporations Act 2001 by:


DIRECTOR
JULIE-ANNE McNAMEE


DIRECTOR
ALAN OSBURG

Executed by J v M McNamee Holdings
Pty Limited pursuant to section 127 of
the Corporations Act 2001 by:


Director
Margaret McNamee


Director
John Boden McNamee


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

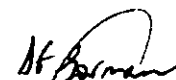


DAMIAN GORMAN


MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


Witness MARTIN CALDERWOOD


Signature

Signature

Book 4415
NO 47

SURVEYOR'S REFERENCE: 50030L02

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC.A)

Registered:  18 25.6.2009

Subdivision Certificate No.: 421/08

Date of Endorsement: 21.7.08

Name of Development if any

THE OUTLOOK

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

This Sheet shows an initial schedule of unit entitlements for the ~~*Community/Precinct~~ Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets numbered sheet 3a, 3B etc as the circumstances require.

* Strike out whichever is inapplicable

I, TODD ANDREW HADLEY
of MTD VALUERS, GOSFORD
being a valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~this sheet~~ these sheets are based on valuations made by me on # 24 JUNE 2008

Signature Todd Hadley Dated 3/7/08

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

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

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|---------|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 86 | |
| 3 | 80 | |
| 4 | 80 | |
| 5 | 80 | |
| 6 | 80 | |
| 7 | 82 | |
| 8 | 78 | |
| 9 | 78 | |
| 10 | 78 | |
| 11 | 78 | |
| 12 | 78 | |
| 13 | 78 | |
| 14 | 92 | |

CONTINUED OVER

SURVEYOR'S REFERENCE: 50030L02

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4... of 4... sheets

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC. A)

Registered:  *AB* 25.6.2009

Subdivision Certificate No: 421/08

Date of Endorsement: 21.07.08

SCHEDULE OF UNIT ENTITLEMENT INITIAL SCHEDULE (cont.)

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|------------------|-------------|
| 15 | 89 | |
| 16 | 92 | |
| 17 | 90 | |
| 18 | 83 | |
| 19 | 84 | |
| 20 | 83 | |
| 21 | 83 | |
| 22 | 79 | |
| 23 | 79 | |
| 24 | 79 | |
| 25 | 79 | |
| 26 | 79 | |
| 27 | 79 | |
| 28 | 79 | |
| 29 | 84 | |
| 30 | 80 | |
| 31 | 86 | |
| 32 | 82 | |
| 33 | 79 | |
| 34 | 79 | |
| 35 | 79 | |
| 36 | 79 | |
| 37 | 79 | |
| 38 | 79 | |
| 39 | 79 | |
| 40 | 79 | |
| 41 | 87 | |
| 42 | 92 | |
| AGGREGATE | 3,348 | |

SURVEYOR'S REFERENCE: 50030L02

★ OFFICE USE ONLY

DP286154
COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets In Plan | Number of Sheets in Section 88B Instrument |
|-----------------|-----------------------------------|--------------------------|--|
| Document 1 | 25.6.2009 | 5 | 8 |
| | | | |
| | | | |
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| | | | |

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 1 of 8 Pages.

(Doc.1)

Plan:



DP286154 B

Lot 2 in Deposited Plan No. 270583
 and covered by Subdivision Certificate
 No. 421/08

Full name and address of the
 Proprietor of the land

Northern Residential Pty Limited
 PO Box 7207
 BAULKHAM HILLS NSW 2154

PART 1 (Creation)

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|---|--|
| 1 | Restriction on the Use of Land | Each & Every lot except lot 1 | Each & Every lot |
| 2 | Easement to Drain Water 2 Wide | 2 3 4 5 6 8 9 10 11 12 19 20 21 22 25 26 27 28 29 | 3, 4, 5, 6, 7 4, 5, 6, 7 5, 6, 7 6, 7 7 9, 10, 11, 12, 13 10, 11, 12, 13 11, 12, 13 12, 13 13 20, 21, 22, 23 21, 22, 23 22, 23 23 24 24, 25 24, 25, 26 24, 25, 26, 27 24, 25, 26, 27, 28 |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 2 of 8 Pages.

(DOC.1)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 1 (Creation) Cont.

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|-----------------------------------|---|
| 2 | Easement to Drain Water 2 Wide | 37 38 39 40 41 | 3/DP 270583 37, 3/DP 270583 37, 38, 3/DP 270583 37, 38, 39, 3/DP 270583 37, 38, 39, 40, 3/DP 270583 |
| 3 | Restriction on Use of Land | 2,3,4,5,6,7,42 | Newcastle City Council THE MINISTER FOR PLANNING |

PART 2

1. Terms of Restrictions on the Use of Land firstly referred to in the abovementioned plan.

- a) No fence shall be erected or permitted to remain erected on a street frontage or on the side boundary within 5.5 metres of a street frontage unless approved by Northern Residential Pty Ltd.
- b) No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high.
- c) No rear or side fence erected upon such Lot burdened shall be other than lapped and capped timber type fence or other construction as approved in writing by Northern Residential Pty Ltd or its representative.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 3 of 8 Pages.

(Doc.1)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- d) No fence shall be erected or permitted to remain erected on any burdened lot to divide if from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd provided that this restriction shall remain in force only during such times as Northern Residential Pty Ltd is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
- e) No main building shall be erected or permitted to remain erected on any burdened lot having a floor area (including the floor area of any attached garage, carport, patio or verandah) of less than 200 square metres.
- f) No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- g) For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd shall (at the expense of Northern Residential Pty Ltd) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 4 of 8 Pages.

(Doc.1)

Plan:

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

DP286154

PART 2 Cont.

- h) No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Northern Residential Pty Ltd that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd) for determination whose decision shall be final and binding.
- i) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that is attached to the main building) or a roof constructed of any material other than:
 - i) Corrugated metal which has been treated by the process commonly known as colourbond or any other similar factory pre-coated process in grey or light to medium green colours;
 - ii) Flat shingle profile tiles (in colours other than any blue hues or multi coloured arrangements); or
 - iii) Such other material as may be approved by Northern Residential Pty Ltd at its absolute discretion.
- j) No duplex building shall be erected or permitted to remain on any burdened lot which is a mirror reversed design unless approved by Northern Residential Pty Ltd.
- k) No carport shall be erected or permitted to remain erected on any burdened lot.
- l) No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 5 of 8 Pages.

(DOC.1)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- m) No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete with stamped or stencilled finishes.
- n) No For Sale sign shall be erected or displayed on any burdened lot for a period of one (1) year after the date of its transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd shall have the right to remove any such other advertisements, hoarding sign or matter without notice.
- o) No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.
- p) No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
- q) No excavation material, trees, builders waste or other substances shall be deposited on lots adjacent to the lots burdened.
- r) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd. This landscaping shall be completed to the same requirements as applies to standard integrated housing approvals issued by Newcastle City Council with respect to landscaping.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 6 of 8 Pages.

(Doc.1)

Pla

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- s) i) Where a layback has been provided within the kerb and gutter across the frontage of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point.

Should a different access point be proposed, then the proprietor of the allotment will be responsible for the reinstate of the existing layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence the individual proprietor will be responsible for the completion of the gap in the pathway which has been provided at the existing layback.

- ii) If a different access point is proposed, the individual proprietor will be responsible to the construction of a new layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence at this point, the existing pathway is to be removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved.

- iii) If no layback has been provided, then the conditions detailed in Clause (s)(ii) will be applicable to the lot burdened.

- t) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

- u) No trucks or commercial vehicles exceeding 3.5 tonnes unladen weight shall be allowed to remain permanently parked or garaged on any lot burdened.

3. Terms of Restrictions on the Use of the Land thirdly referred to in the abovementioned plan.

The registered proprietor for the time being of the lot burdened shall meet the requirements of the report prepared by Australian Bushfire Protection Planners dated 6th March 2006.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Page 7 of 8 Pages.

(doc.1)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Registered Proprietors of the lots herein described or their successors in the title to the
said lots.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENT AND RESTRICTION SECONDLY AND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

h ~~Newcastle City Council~~ *The Minister For Planning*

Executed by Northern Residential Pty Limited)
In accordance with Section 127 of the)
Corporations Act 2001 in the presence of)

AMcNamee
Director

h. a
Secretary

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DAMIAN GORMAN

MARK CORBET

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

M Calderwood
Witness *MARTIN CALDERWOOD*

Dfjona
Signature

[Signature]
Signature

BOOK 4475
NO 47

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

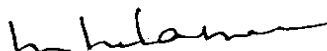
Page 8 of 8 Pages.


(DOC.1)

DP286154


Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

EXECUTED BY J.M. MCNAMEE HOLDINGS PTY LIMITED
PURSUANT TO S127 OF THE CORPORATIONS ACT 2001
BY:

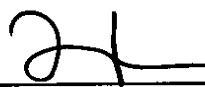

Director
Margaret McNamee


Director
John Boday McNamee

SIGNED, SEALED AND DELIVERED BY THE MINISTER FOR PLANNING
IN THE PRESENCE OF:


SIGNATURE OF WITNESS

Eva Marks
NAME OF WITNESS


SIGNATURE OF MINISTER
BY HER AUTHORISED
DELEGATE

MR JASON PERICA
NAME OF MINISTER'S
DELEGATE





DP286154 M

NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"



SHEET 1 of 22

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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

FORM 30

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COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

Terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Plan.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270583 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

1. BY-LAW 1 1-38 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1 Proprietors of a Lot and the Neighbourhood Association must comply with By-Law 3 in the Community Management Statement in relation to any proposal to carryout New Constructions.

2. BY-LAW 2 PROVISION OF SERVICES

- 2.1 Under section 24(2) of the Management Act, the Neighbourhood Association intends to enter into an agreement with the Community Association empowering it with the exclusive right to provide management, operational or maintenance services or procure the provision of those services for the Neighbourhood Association.

3. BY-LAW 3 NEIGHBOURHOOD PROPERTY

- 3.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of the Neighbourhood Property.
- 3.2 The proprietor or occupier of a Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
- 3.3 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his own purposes any part of the Neighbourhood Property.
- 3.4 The proprietor or occupier of a Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
- 3.5 If a proprietor of a Lot causes damage to Neighbourhood Property (including, without limitation, any road, or paved area, landscape feature, lawn, garden, tree, shrub, plant or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.

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- 3.6 The proprietor of any Lot shall be responsible to ensure that any guests comply with the provisions of this By-Law.

4. BY-LAW 4 ARCHITECTURAL STANDARDS

- 4.1 The Architectural Standards and Landscape Standards as required by the Community Management Statement bind:

- (a) The Neighbourhood Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot

Other than the Original Proprietor.

- 4.2 The Neighbourhood Association may determine its own standards provided that such standards are approved in accordance with By Law 3 of the Community Management Statement.

5. BY-LAW 5 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

Right of Community Association to Amend

- 5.1 The Original Proprietor may from time to time create, adopt, add to or alter Architectural Standards for the Neighbourhood Property and any Lot in the Neighbourhood Plan.
- 5.2 No proprietor of a Lot other than the Original Proprietor is entitled to amend the standards in any way without the prior written consent of:
- (a) the Community Association or, where the Community Association has delegated the authority, that delegate; and
 - (b) the Original Proprietor.
- 5.4 The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Neighbourhood Association upon payment of a reasonable fee.
- 5.5 The Landscape Standards and Architectural Standards may be set for any Neighbourhood Development Lot by the Original Proprietor, or the Neighbourhood Association but only if the Original Proprietor gives its consent.
- 5.6 Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.
- 5.7 The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee the Design Review

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Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 5.8 to 5.13.

- 5.8 No Building Modification, New Construction or landscape modification may commence or take place until the plans and specifications for it have been approved by the Original Proprietor as to:

- (a) suitability to design;
- (b) colour and materials;
- (c) quality of design, and materials;
- (d) harmony of existing design and existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography; and
- (g) harmony with existing landscaping; or

for landscaping modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.

- 5.9 Any plans and specifications submitted pursuant to By Law 5.8 must be to the standard required from time to time by the Original Proprietor.
- 5.10 The decision of the Original Proprietor must be made on the basis of the By-Laws, the Architectural Standards and Landscaping Standards and any rules in force at the time of its decisions. Where the decision has been delegated to a consultant or a manager as the case may be, the consultant or the manager must base his, her or its decision on the same criteria.
- 5.11 The Original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Neighbourhood Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 5.12 If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 5.13 A decision of the Original Proprietor is binding on any applicant for an approval.

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6. BY-LAW 6 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

6.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association:

- (a) Construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
- (b) Attach any item as a fixture or otherwise to Neighbourhood Property; or
- (c) Alter Neighbourhood Property.

6.2 Any constructions, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Neighbourhood Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction attachment or alteration was proprietor or occupier.

7. BY-LAW 7 NO INAPPROPRIATE USE

The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

8. BY-LAW 8 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON LOT

8.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

8.2 The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a standard equivalent to any reasonable standard as may be set by the Neighbourhood Association from time to time under the Architectural Standards and Landscape Standards and no changes may be made without the consent of the Neighbourhood Association.

8.3 The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.

8.4 The Neighbourhood Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

8.5 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association and the Original Owner in accordance with By-Law 5.8:

- (a) Construct any structure including, without limitation, any fence, screens, pergola or awning on the Lot;
- (b) Attach any item as a fixture or otherwise on the Lot; or
- (c) Alter the external walls or the colour thereof of any structure or building erected on the Lot.

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- 8.6 If a proprietor of a Lot causes damage to the landscaping (including without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plan or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring same.

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PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

- 9. BY-LAW 9 THERE IS NO RESTRICTED NEIGHBOURHOOD PROPERTY**
There is no Restricted Neighbourhood Property

PART 3

MANDATORY MATTERS

- 10. BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

There are no open access ways or private access ways.

- 11. BY-LAW 11 NEIGHBOURHOOD PROPERTY**

There are no facilities on Neighbourhood Property within the Neighbourhood Plan except for the Service Lines.

There is no fencing requirements in relation to the Neighbourhood Property

- 12. BY-LAW 12 GARBAGE**

- 12.1 All Lots within the Neighbourhood Scheme must store their garbage in containers approved by the Executive Committee and same must be kept secure and hidden from view from outside the Lot until collection in accordance with garbage collection services provided by Newcastle City Council.

- 12.2 The Neighbourhood Association may from time to time regulate the procedures for garbage collection in accordance with requirements of the Council.

- 13. BY-LAW 13 STATUTORY SERVICES**

- 13.1 On installation of a Service Line, a statutory easement may be created over the parts of the Community Parcel for the provision of Services through Service Lines.

- 13.2 The Service Providers and other owners of Service Lines must maintain and repair their respective Service under any statutory rights or obligations of the Service Provider.

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13.3 If a Service is provided after the registration of the Management Statement, the Neighbourhood Association must prepare a Prescribed Diagram and the Neighbourhood Association must:

- (a) give its consent to the Prescribed Diagram; and
- (b) make available all necessary documents including the certificate of title for the Neighbourhood Property to facilitate the registration of the Prescribed Diagram; and
- (c) if Service Lines are not installed as intended in dedicated public roads then the Neighbourhood Association must prepare and register a Prescribed Diagram showing the Service Lines as installed. All members of Neighbourhood Association must consent to any Prescribed Diagram.

14. BY-LAW 14 INSURANCE

14.1 The Neighbourhood Association must take out insurance required under the Management Act.

14.2 The Neighbourhood Association must review on an annual basis:

- (a) All insurances affected by it; and
- (b) The need for new or additional insurances

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

14.4 The Neighbourhood Association must immediately:

- (a) affect new insurances; or
- (b) vary or extend existing insurances,
- (c) if there is an increase in risk;
- (d) or a new risk to the Neighbourhood Property.

14.5 A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:

- (a) Void or prejudice insurance affected by the Neighbourhood Association; or
- (b) Increase any insurance premium payable by the Neighbourhood Association

15. BY-LAW 15 EXECUTIVE COMMITTEE

Constitution

15.1 The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of part 2 of the Management Act.

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Notice Board

- 15.2 The Executive Committee must fix a notice board to some part of Community Property.

Meetings

- 15.3 The Executive Committee may, subject to By-Laws 15.6 and 15.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 15.4 The Secretary or a member of the Executive Committee who convenes a meeting must, not less than 24 hours immediately before the Neighbourhood Executive Committee holds a meeting, display on the notice board:

- (a) The notice of intention to hold the meeting; and
- (b) The proposed agenda for the meeting

Meeting Agenda

- 15.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.

No business may be dealt with at meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 15.6 Meetings must be held within a radius of 1km from the Community Parcel.

Meeting at Request of Members

- 15.7 The Secretary or in his absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 15.8 Where:
- (a) By-Law 15.4 has been complied with in relation to a meeting;
 - (b) Each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
 - (c) The resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

- 15.9A A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

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Minutes of Meetings

- 15.10 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

- 15.11 The Executive Committee must, within 7 days after holding a meeting, display a copy of the Minutes of that meeting on the notice board.

The minutes of a Executive Committee meeting must remain on the notice board for a period of at least 14 days.

Functions of a Secretary

- 15.12 The Functions of the Secretary include:
- (a) Preparing and distributing the minutes of meetings of the Neighbourhood Association and the Executive Committee;
 - (b) Giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) Maintaining the Neighbourhood Association roll;
 - (d) Supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
 - (e) Answering communications addressed to the Neighbourhood Association or the Executive Committee;
 - (f) Convening meeting of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
 - (g) Performing administrative or secretarial functions on behalf of the Neighbourhood Association;
 - (h) Performing administrative or secretarial functions on behalf of the Executive Committee; and
 - (i) Keeping records under part 3 of Schedule 1 and part 3 Schedule 3 of the Management Act.

Functions of the Treasurer

- 15.13 The functions of the Treasurer include:
- (a) The functions set out in Section 36(1) of the Management Act;
 - (b) Notifying proprietors of lots of any contributions of any contributions levied under the Management Act and collecting such contributions;
 - (c) Receiving, acknowledging, banking and accounting for any monies paid to the Neighbourhood Association;
 - (d) Preparing any certificate applied for under paragraphs Section 26 and clause 2 of Schedule 4 of the Management Act;
 - (e) Keeping prescribed accounting records under clause 10 of Schedule 1 of the Management Act; and
 - (f) Preparing financial statements under Clause 11 of Schedule 1 of the Management Act.
 - (g) Notifying proprietors of Lots within the Neighbourhood Plan of any contribution levied under this Neighbourhood Statement and collecting such contribution.

Sub Committee

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

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

No Remuneration

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

Protection of Neighbourhood Executive Committee Members from Liability

- 15.16 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except due to fraud or negligence on the part of that member.

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PART 4

OPTIONAL MATTERS

16. BY-LAW 16 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO CONTRACT

The Neighbourhood Association may contract with persons to provide amenities or services to proprietors or occupiers of Neighbourhood Lots in the Neighbourhood Plan if the Community Association does not do so on its own behalf or on behalf of the Neighbourhood Association under Clause 57 of the Community Management Statement.

17. BY-LAW 17 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

18. BY-LAW 18 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 18.1 A proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 18.2 The costs, charges and expenses under By-Law 18.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administration costs in connection with those events.

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19. BY-LAW 19 INTEREST ON OVERDUE MONEY

- 19.1 A proprietor or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 19.2 During the period that an amount under By-Law 19.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.
- 19.3 Interest which is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 19.2.
- 19.4 Nothing in this By-Law 19 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

20. BY-LAW 20 RULES

- (a) 20.1 The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel.
- 20.2 The Neighbourhood Association may at any time add to or alter the rules.
- 20.3 The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 20.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

21. BY-LAW 21 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

A proprietor or occupier of a Lot must comply on time with all requirements and order of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

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22. BY-LAW 22 NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot must comply on time with all notice from authorities and all laws in connection with notices relating to the Lot.

23. BY-LAW 23 INSTRUCTING CONTRACTORS

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorized to do so by the Neighbourhood Association.

24. BY-LAW 24 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

Complaints, notices or applicants to or request for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent appointed or if there is no managing agent, to the secretary of the Executive Committee.

25. BY-LAW 25 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

An approval, notice or authorization by the Neighbourhood Association under the By-Laws must be in writing.

26. BY-LAW 26 APPROVALS BY NEIGHBOURHOOD ASSOCIATION

The Neighbourhood Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

27. BY-LAW 27 NO INTERFERENCE

A proprietor or occupier of a Lot shall not:

- (a) Do anything or permit anything to be done in relation to that Lot so that;
 - i) Any support or shelter provided by that Lot for another Lot or Neighbourhood Property or any part of it is interfered with; or
 - ii) Service Lines, garbage services, Private Services or any services within the Neighbourhood Scheme owned by a Service Provider are interfered with; or

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- (b) Use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Lot or Authorised Person.

28. BY-LAW 28 MAINTENANCE OF VACANT LOTS

28.1 A proprietor of a Lot must:

- (a) if that Lot is vacant, and until such time as building operations on that Lot commence;
 - (i) maintain that Lot to an acceptable standard;
 - (ii) keep the Lot free from debris and rubbish; and
- (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

29. BY-LAW 29 BUSHFIRE MAINTENANCE

None as the responsibility to carryout the requirements in the report prepared by the Australian Bushfire Protection Planners dated 6 March 2006 is to remain with the Community Association

30. BY-LAW 30 DEFINITIONS, INTERPRETATION AND GENERAL

- 30.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

Annual General Meeting means annual general meeting of the Neighbourhood Association other than the first annual general meeting.

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Applicant means:

- (a) In relation to an application to add to or alter the architectural standards – a proprietor of a Lot or his representative who applies to the Neighbourhood Association for the addition to alteration; or
- (b) In relation to a Building Modification, or a New Construction – a proprietor of a Lot or his representative who submits plans and specifications to the review sub-committee for approval.

Architectural Standards means the architectural standards contained in this document as amended from time to time in accordance with the By-Laws.

Authorised Person means a person on the Neighbourhood Parcel with the express or implied consent of a proprietor of a Lot or the Neighbourhood Association or means representatives or employees of Newcastle City Council undertaking Council duties.

Board means the Community Schemes Board constituted under the Management Act.

Building Modification means any modification, addition, alteration or exterior colour change made of or to an existing building or structure on Neighbourhood Property, or a Lot.

By-Law means a By-Law included in the Management Statement.

Community Association means the community association created on registration of Deposited Plan 270583.

Community Titles Legislation means the Development Act, the Management Act and the cognate legislation.

Concept Plan means the plan marked "Concept Plan" contained in the Management Statement.

Council means Newcastle City Council.

Development Act means the Community Land Development Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

First Annual General Meeting means the meeting convened and held pursuant to Section 9 of the Management Act.

Function includes a power, authority and duty.

General Meeting means as annual general meeting or a special meeting of the Neighbourhood Association.

Lot means a lot in the Neighbourhood Plan.

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Management Act means the Community Land Management Act, 1989 and regulations made under it.

Management Statement means the statement registered with the Neighbourhood Plan from time to time added to, modified or amended in accordance with the Community Title Legislation.

Managing Agent means an agent appointed under Section 50 of the Management Act.

Neighbourhood Association means the corporation that:

- (a) Is constituted by Section 25 of the Development Act on registration of a Neighbourhood Plan; and
- (b) Is established as a Neighbourhood Association by Section 5 of the Management Act.

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

Neighbourhood Plan means deposited plan number 286154.

Neighbourhood Property means the land shown as neighbourhood property in the Neighbourhood Plan.

Neighbourhood Scheme means:

- (a) The subdivision of the land by the Neighbourhood Plan;
- (b) The proposals in any related Development Contract; and
- (c) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interest in or occupying Lots.

New Constructions means building work that is intended to be carried out on Neighbourhood Property or a Lot.

Original Proprietor means the original proprietor of all Lots in the Neighbourhood Plan or the Community Association if the Original Owner gives notice to the community Association that it relinquishes its powers under By-Law 35 of the Community Management Statement.

Prescribed Diagram means the diagram relating to the Services Lines marked "Plan of Service work as Executed" contained in the Management Statement and prescribed by Section 36 of the Development Act.

Private Service means a service running through or servicing Lots or Neighbourhood Property.

Rules means the rules made pursuant to By-Law 20.

Secretary means the secretary of the Neighbourhood Association.

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Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority including without limitation, Advance Energy, Telstra, Alinta or the Council.

Statutory Service means a service running through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Treasurer means the treasurer of the Neighbourhood Association.

30.2 In the By-Laws unless the contrary intention appears:

- (a) A reference to an instrument includes any variation or replacement of it;
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;
- (d) The word "person" includes a firm, a body corporate, an association or an authority;
- (e) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns.
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

30.3 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

30.4 The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

30.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies by law independently of the By-Laws.

DP286154

- 30.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organization or person deemed to be a reference to the organization or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 30.7 Any word or expression used in the Management Statement where the first letter is capitalized is a defined term. If such word or expression is not specifically defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

DP286154

SIGNATURES, CONSENT AND APPROVALS

DATED

22

DAY OF


July

2008.

EXECUTED by NORTHERN RESIDENTIAL
PTY LIMITED ACN 103 878 931 pursuant
To s127 of the Corporations Act 2001 by:


Director

JULIE-ANNE MCNAMEE.
Name


Director/Secretary

ALAN OSBURG
Name

CERTIFICATE OF APPROVAL

It is certified:

- (a) That the consent authority has approval^{ed} of the development described in Development Application No. 06_0031
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated: 22. 7. 08

Principal Certifying Authority
~~Signature on behalf of consent authority~~


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS
DAMIAN GORMAN

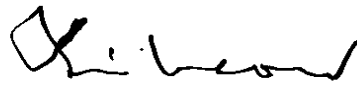
MARK CORBETT

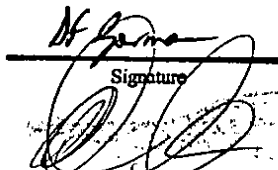
Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

4032082_5.DOC


Witness MARTIN CALDERWOOD




Signature
Signature

BOOK 4475
NO 47

SHEET 22 of 22

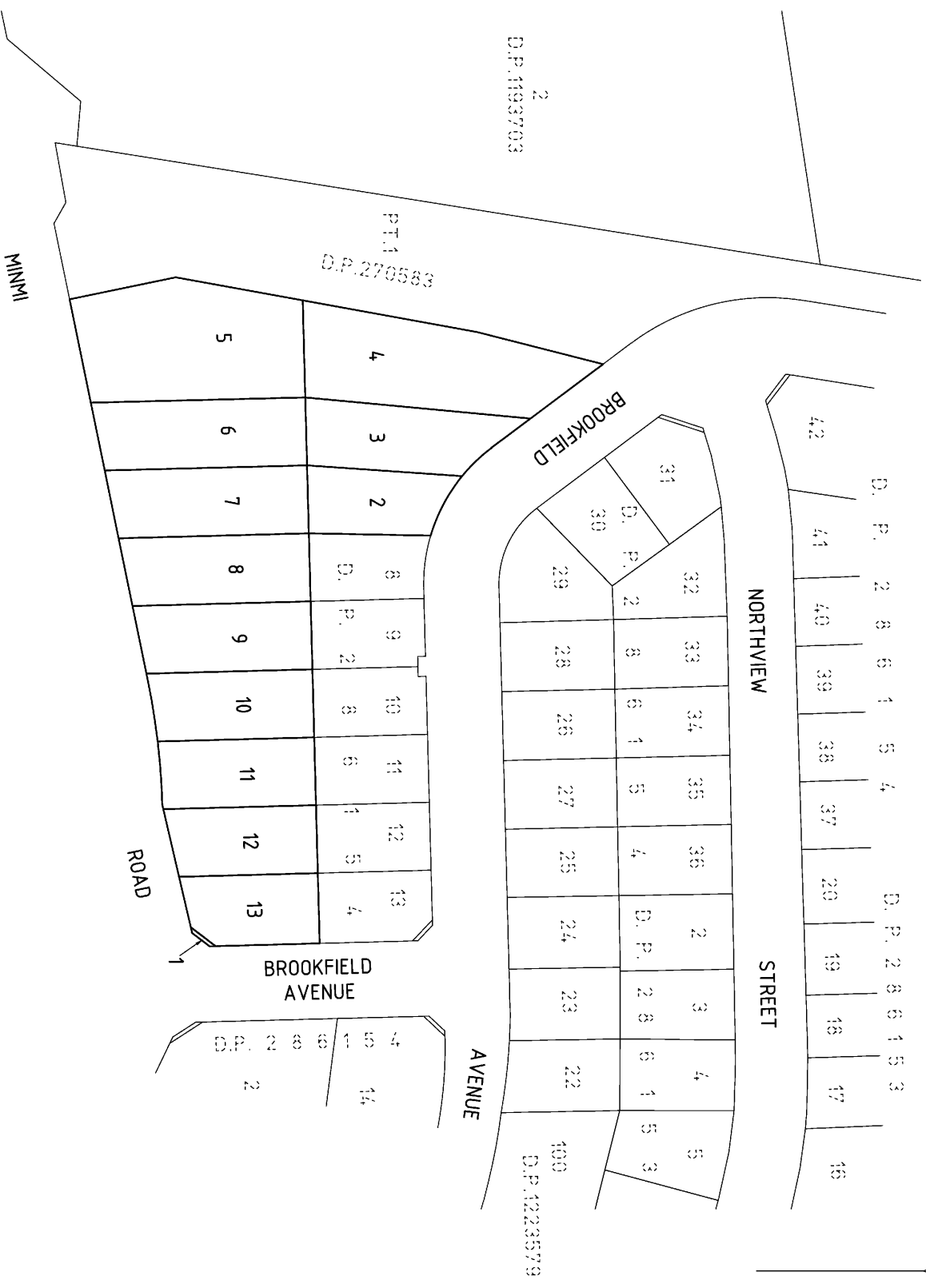
TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

REGISTERED 25.6.2009

LOCATION DIAGRAM

1:800

M.G.A.



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

SCHEDULE OF CHANGES TO THE SCHEME

| Lot No | Details | Sheet No |
|--------|---------|----------|
|--------|---------|----------|

| | | |
|--|--|--|
| | | |
|--|--|--|

Subdivision Certificate No 38/2017
Date 22/12/2017

Surveyor DAVID IAN TURNER
Surveyor's Ref. 50030(9)-DP-001-F

Registered 24.1.2018



NEIGHBOURHOOD PLAN

DP286707 ©

DETAIL PLAN

CLAUSE 35(1)(b) AND CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | ORIGIN |
|--------------|---------------------|---------------|-------|-------|--------|--------|
| | EASTING | NORTHING | | | | |
| S.S.M.159902 | 371 862.220 | 6 361 861.368 | C | 4 | FOUND | SCMS |
| S.S.M.159904 | 371 864.001 | 6 361 931.519 | C | 4 | FOUND | SCMS |
| S.S.M.159908 | 371 862.288 | 6 361 781.693 | C | 4 | FOUND | SCMS |
| S.S.M.190634 | 371 678.84 | 6 361 767.872 | - | - | SURVEY | PLACED |

M.G.A. CO-ORDINATES ADOPTED FROM SCMS AS AT 15th AUGUST 2017
COMBINED SEA LEVEL & SCALE FACTOR = 0.999795 ZONE 56

| SCHEDULE OF SHORT & CURVED BOUNDARIES | | | | |
|---------------------------------------|--------------|--------|-----|--------|
| No. | BEARING | CHORD | ARC | RADIUS |
| 2 | 27° 25' 45" | 5.805 | - | - |
| 4 | 27° 25' 45" | 8.255 | - | - |
| 5 | 17° 53' 30" | 17.945 | - | - |
| 6 | 136° 14' 40" | 10.845 | - | - |
| 7 | 260° 50' 00" | 16.455 | - | - |
| 8 | 265° 47' 00" | 16.845 | - | - |
| 9 | 97° 28' 30" | 11.05 | - | - |
| 10 | 295° 49' 50" | 22.86 | - | - |
| 11 | 43° 06' 40" | 5.595 | - | - |
| 12 | 147° 06' 00" | 7.13 | - | - |
| 13 | 133° 29' 40" | 5.655 | - | - |

- (A) EASEMENT TO DRAIN WATER 2 WIDE
(B) PROPOSED POSITIVE COVENANT
(C) RESTRICTION ON THE USE OF LAND 20, 24, 495, 30 WIDE
(D) EASEMENT TO DRAIN WATER 2 WIDE (D.P.286154)
(E) EASEMENT TO DRAIN WATER 2 WIDE (D.P.286154)

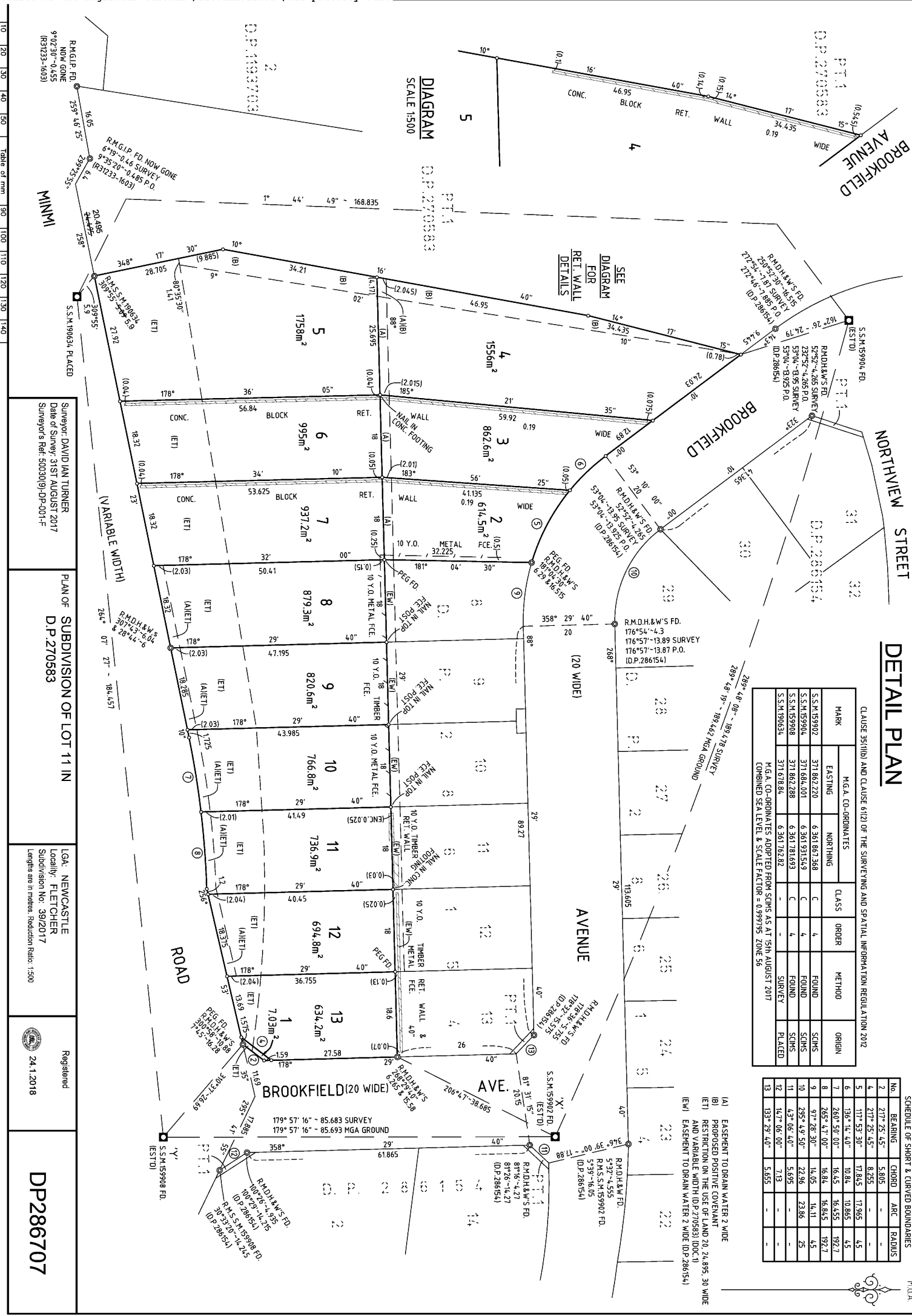


DIAGRAM
SCALE 1:500

D.P.270583

SEE
DIAGRAM
FOR
RET. WALL
DETAILS

(20 WIDE)

AVENUE

AVE.

BROOKFIELD (20 WIDE)

Supervisor: DAVID IAN TURNER
Date of Survey: 31st AUGUST 2017
Surveyor's Ref: 500309-DP-001-F

PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No: 39/2017
Lengths are in metres. Reduction Ratio: 1:500

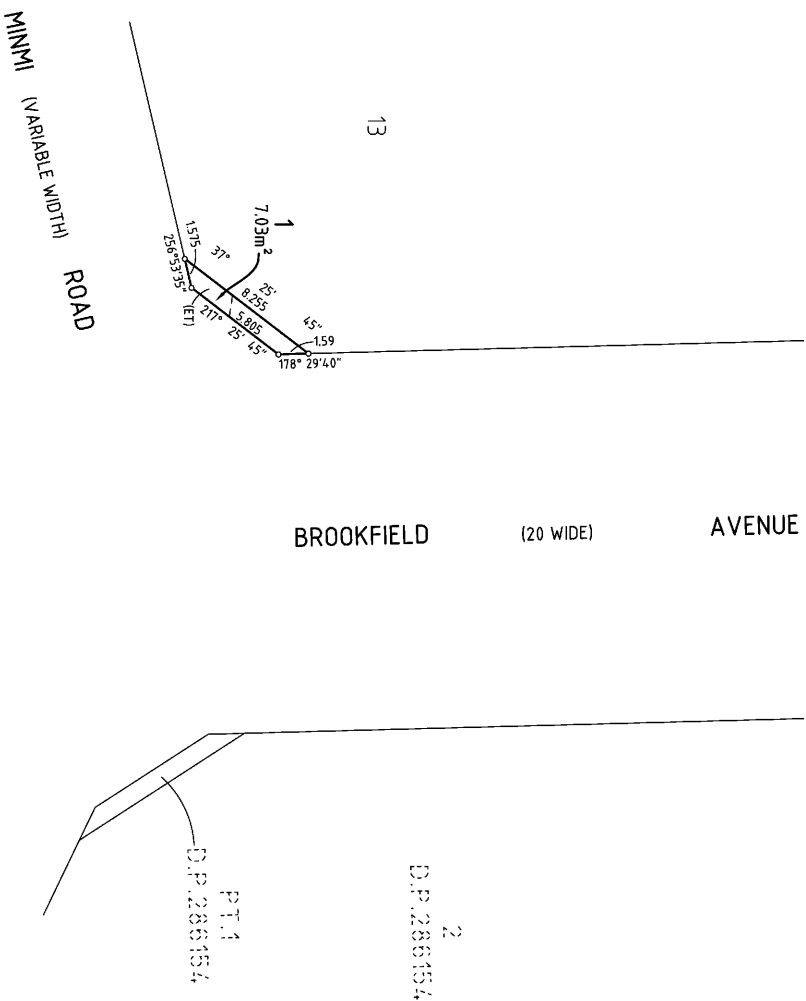
Registered

DP286707

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD LOT ONLY

M.G.A.



(ET) RESTRICTION ON THE USE OF LAND 20, 24, 895, 30 WIDE
AND VARIABLE WIDTH (D.P. 270583) (DOC.1)

| | | | | |
|--|---|--|---------------------------------|-----------------|
| <p>Surveyor: DAVID IAN TURNER Date of Survey: 31ST AUGUST 2017 Surveyor's Ref: 500309-DP-001-F</p> | <p>PLAN OF SUBDIVISION OF LOT 11 IN D.P. 270583</p> | <p>LGA: NEWCASTLE Locality: FLETCHER Subdivision No: 39/2017 Lengths are in metres. Reduction Ratio: 1:200</p> | <p>Registered 24.1.2018</p> | <p>DP286707</p> |
|--|---|--|---------------------------------|-----------------|

DP286707

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 5 SHEET(S)



24.1.2018

Office Use Only

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

DP286707

(DOC.A)

PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583LGA: NEWCASTLE
Locality: FLETCHER
Parish: HEXHAM
County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

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

Signature:

Date:

File Number:

Office:

I, DAVID IAN TURNER
of ADW JOHNSON PTY LIMITED
7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282
a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 31ST AUGUST 2017*(b) The part of the land shown in the plan (*being/*excluding ^
.....
was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on, the part not surveyed was compiled
in accordance with that Regulation.*(c) The land shown in this plan was compiled in accordance with the
~~*Surveying and Spatial Information Regulation 2012*~~

Signature: Dated: 19/10/2017

Surveyor ID: 2122

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural-

The terrain is *Level-Undulating / *Steep Mountainous-

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey.

Subdivision Certificate

I, GARRY RYAN
*Authorised Person/*General Manager* Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and Assessment*
Act 1979 have been satisfied in relation to the proposed subdivision,
new road or reserve set out herein.

Signature: Garry Ryan

Accreditation number: BPB0565

Consent Authority: MINISTER FOR PLANNING

Date of endorsement: 22/12/2017

Subdivision Certificate number: 39/2017

File number: MPO6-0031

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves, acquire / resume land.

Plans used in the preparation of this survey / compilation-

R31233-1603

D.P.270583

D.P.286154

If space insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 50030(9)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 5 SHEET(S)

Registered:



24.1.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583

DP286707

(DOC.A)

Subdivision Certificate No: ... 39 / 2017

Date of Endorsement: ... 22 / 12 / 2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:

(A) CREATE:-

1. RESTRICTIONS ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 2 WIDE (A)
3. POSITIVE COVENANT

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|----------|
| 2 | 15 | BROOKFIELD | AVENUE | FLETCHER |
| 3 | 17 | BROOKFIELD | AVENUE | FLETCHER |
| 4 | 19 | BROOKFIELD | AVENUE | FLETCHER |
| 5 | 446 | MINMI | ROAD | FLETCHER |
| 6 | 444 | MINMI | ROAD | FLETCHER |
| 7 | 442 | MINMI | ROAD | FLETCHER |
| 8 | 440 | MINMI | ROAD | FLETCHER |
| 9 | 438 | MINMI | ROAD | FLETCHER |
| 10 | 436 | MINMI | ROAD | FLETCHER |
| 11 | 434 | MINMI | ROAD | FLETCHER |
| 12 | 432 | MINMI | ROAD | FLETCHER |
| 13 | 430 | MINMI | ROAD | FLETCHER |

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(9)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 5 SHEET(S)

Registered:

24.1.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583****DP286707**

(DOC.A)

Subdivision Certificate No: 39/2017
Date of endorsement: 22/12/2017

Signatures and Consents, a schedule of lot and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A.

Name of Development (Optional)

"THE OUTLOOK"

Address for Service of Notices

290 - 302 MINMI ROAD
FLETCHER NSW 2287**WARNING STATEMENT (Approved Form 7)**This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provision of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)I, TODD ANDREW HADLEY
of MJD VALUERSbeing a qualified valuer, as defined in the *Community Land Development Act 1989*, certify that;*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 3 APRIL 2017~~*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 3 APRIL 2017 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.~~Signature: Todd Hadley Date: 25/10/17**UPDATE NOTE (Approved Form 8)**This document contains an *updated/ *revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^A.....

*Strike through if inapplicable

^AInsert registration date of previous schedule

*Strike through if inapplicable

^AInsert date of valuation**SCHEDULE OF UNIT ENTITLEMENT**

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 78 | |
| 3 | 71 | |
| 4 | 65 | |
| 5 | 65 | |
| 6 | 65 | |
| 7 | 69 | |
| 8 | 71 | |
| 9 | 72 | |
| 10 | 74 | |
| 11 | 74 | |
| 12 | 74 | |
| 13 | 76 | |
| AGGREGATE | 854 | |

SURVEYOR'S REFERENCE: 50030(9)-DP-001-F

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 5 SHEET(S)

Registered:



24.1.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583

DP286707

(DOC.A)


Subdivision Certificate No: 39/2017

Date of Endorsement: 22/12/2017

This sheet is for the provision of the following information as required:

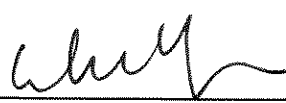
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Northern Residential Pty Limited
(ACN 103 878 931) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

JULIE ANNE MCNAMEE
Name

Executed by G & M Outlook Pty Limited
(ACN 154 895 691) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

WILLIAM NEWMAN
Name

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(9)-DP-001-F

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 5 OF 5 SHEET(S)

Registered:



24.1.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11 IN
D.P.270583

DP286707

(DOC.A)

Subdivision Certificate No: 39/2017

Date of Endorsement: 22/12/2017

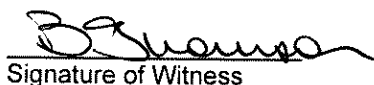
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by HUNTER WATER CORPORATION)
 ABN 46 228 513 446 by its attorney)
 PETER JAMES KEMBREY)
 pursuant to REGISTERED Power of Attorney)
 Book 4695 No. 750 in the presence of:)



Peter James Kembrey



Signature of Witness

BARBARA THOMSON

Name of Witness

36 HONEYSUCKLE DRIVE

NEWCASTLE NSW 2300

Address of Witness

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(9)-DP-001-F

DP286707

NEIGHBOURHOOD
DEVELOPMENT CONTRACT

Neighbourhood Subdivision of Lot 11 in
DP270583

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED



24.1.2018

DP286707

Community Land Development Act, 1989

Neighbourhood Development Contract

Warning

1. This contract contains details of a neighbourhood scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989.

If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.

2. This contract should not be considered alone, but in conjunction with the results of the searches and enquiries normally made in respect of a neighbourhood lot in the scheme concerned. Attention is drawn in particular to the neighbourhood management statement registered at the Land and Property Information with this contract, which statement sets out the management rules governing the neighbourhood scheme and provides details of the rights and obligations of lot owners under this scheme.
3. Further particulars about the details of the scheme are available in major project approval number 06_0031.
4. The terms of this contract are binding on the original proprietor any purchaser, lessee or occupier of a neighbourhood scheme. In addition, the original proprietor covenants with the neighbourhood association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the neighbourhood scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

DP286707

Part 1

1. Description of Development

Northern Residential Pty Limited ("the Developer") proposes to develop the whole of Lot 11 in Deposited Plan 270583 as 1 neighbourhood property Lot and 12 residential Lots.

2. Amenities

There are no common amenities to be provided on the neighbourhood property in conjunction with the neighbourhood scheme.

3. Theme and Architectural Design

The architectural, building and landscaping requirements are specified in the Section 88B instrument accompanying the neighbourhood plans of subdivision and are imposed by the Developer (rather than the Neighbourhood or Community Association).

4. Landscaping

See above

5. Pictorial Representation of Stage 9

Attached to this contract is a sketch plan of the proposed subdivision of Lot 11 in the Community Plan.

Part 2

Rights and Undertakings

The Developer will do the following within Lot 11:

1. Earthworks
2. Roads and drainage construction works
3. Sewer and water construction works
4. Reticulation of other services
5. Retaining works
6. Landscaping
7. Construction of footpaths

Hours of work: 7am – 6pm Monday to Saturday

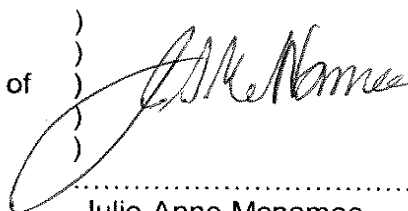
The Developer undertakes not to cause any unreasonable inconvenience to the proprietors of any lots in the scheme and to repair without delay any damage caused to association property or common property by development activities.

DP286707

Part 3

Signatures, Consents, Approval

EXECUTED by NORTHERN
RESIDENTIAL PTY LIMITED ACN
103 878 931 in accordance with s.127 of
Corporations Act, 2001 by:



Julie-Anne McNamee

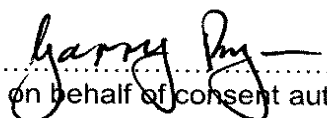
Sole Director/Secretary

Certificate of Approval

It is certified that:

- (a) the consent authority has approved of the development described in Development Application No.06_0031; and
- (b) the terms and conditions of this development contract are not inconsistent with that development as approved.

Dated: 22/12/2017



Signature on behalf of consent authority

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED



24.1.2018

DP286707

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets in Plan | Number of Sheets in Section 88B Instrument |
|------------------------|--|---------------------------------|---|
| Document 1 | 24.1.2018 | 3 | 10 |
| | | | |
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| | | | |

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

ePlan (DOC.1)

Lengths are in metres

Page 1 of 10 Pages

Plan: **DP286707**

Subdivision of Lot 11 in DP 270583
 and covered by Subdivision
 Certificate No. **33/2017**

Full name and address of the
 proprietor of the land

Northern Residential Pty Limited
 ACN 103 878 931
 PO Box 1164
 HUNTERS HILL NSW 2110

Full name and address of the
 mortgagee of the land

G & M Outlook Pty Limited
 ACN 154 895 691
 PO Box 1164
 HUNTERS HILL NSW 2110

PART 1

| Number of item shown in the intention panel on the plan. | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened Lot(s) or Parcel(s) | Benefited Lot(s), Road(s), Bodies or Prescribed Authorities |
|---|--|---|---|
| 1 | Restrictions on the Use of Land | 2 to 13 inclusive | a) 2 to 13 inclusive b) Lot 10 in DP 270583 |
| 2 | Easement to Drain Water 2 Wide (A) | 2 3 4 8 9 10 11 12 | Lots 8 to 13 in DP 286154 2 and Lots 8 to 13 in DP 286154 2, 3 and Lots 8 to 13 in DP 286154 9 to 13 inclusive 10 to 13 inclusive 11, 12 and 13 12 and 13 13 |
| 3 | Positive Covenant | 5, 6, 7 and 8 | Hunter Water Corporation ABN 46 228 513 446 |

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

ePlan (DOC.1)

Page 2 of 10 Pages

Plan: **DP286707**

Subdivision of Lot 11 in DP 270583
and covered by Subdivision
Certificate No. **39/2017**

PART 2

1. Terms of the Restrictions on the Use of Land firstly referred to in the abovementioned plan.

- a. No fence or retaining wall shall be erected or permitted to remain erected on any part of the burdened lot unless the material, height, appearance, location and design are approved in writing by Northern Residential Pty Ltd.
- b. No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high.
- c. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but (subject always to the other provisions of this instrument relating to fences) such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd.
- d. No main building shall be erected or permitted to remain erected on any burdened lot having a floor area (including the floor area of any attached garage, patio or veranda) of less than 200 square metres.
- e. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- f. No building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Northern Residential Pty Ltd who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.
- g. No rainwater or other water storage tank shall be installed or be permitted to be installed on any burdened lot without the detail of style, appearance, and position having first been submitted to and approved in writing by Northern Residential Pty Ltd. Northern Residential Pty Ltd shall have absolute discretion to give approval, subject to any conditions such as but not limited to appropriate visual screening or

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Lengths are in metres

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location, without being obliged to furnish reasons for any such decision or conditions.

- h. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, rendered lightweight blocks, glass or other materials approved by Northern Residential Pty Ltd. Materials other than brick or glass shall not be permitted in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the satisfaction of Northern Residential Pty Ltd in its absolute discretion that appropriate use is made of each particular material in the design of the building.
- i. No building shall be erected or permitted to remain on the burdened lot:
 - (i) having what is commonly known as a flat roof unless otherwise approved in writing by Northern Residential Pty Ltd; or
 - (ii) having a roof constructed other than of corrugated metal (colorbond) or shingles in either case with such profiles and in such colours as have been approved by Northern Residential Pty Ltd.
- j. No carport shall be erected or permitted to remain erected on any burdened lot.
- k. No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened unless approved in writing by Northern Residential Pty Ltd.
- l. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete the appearance of which has been approved in writing by Northern Residential Pty Ltd.
- m. No For Sale sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its initial transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd. Such consent may be given or refused in the absolute discretion of Northern Residential Pty Ltd. Any sign advertisement or hoarding erected or displayed without prior consent may be removed by Northern Residential Pty Ltd without notice.
- n. No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.



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- o. No temporary, partial or relocatable building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
- p. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless:
 - (i) the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd; and
 - (ii) the whole of the lot has been fenced in accordance with the terms of an approval which first must be obtained from Northern Residential Pty Ltd.
- q. Where a layback has been provided within the kerb and gutter across the frontage of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point. Accordingly no driveway access shall be constructed or utilised at any other point or location unless:
 - (i) the proprietor of the burdened lot has constructed a new layback at that alternative access point in accordance with the requirements of Newcastle City Council ("the Council").
 - (ii) where there is a concrete pathway at the alternative access point, that pathway is removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved, and restored to the satisfaction of the Council.
 - (iii) all street trees and associated tree guards which are removed in the process or which are considered by the Council to be too close to the new access point are removed and replaced with advanced trees of the same type and size to the satisfaction of the Council and Northern Residential Pty Limited.
 - (iv) the existing layback is reinstated to the satisfaction of the Council and, where a concrete pathway is in existence, the gap in that pathway is rectified to the satisfaction of the Council.
- r. Where there is no existing layback, then no driveway access shall be constructed or utilised unless the provisions contained in (q) (i) to (iii) inclusive are complied with.
- s. No trucks, machinery or commercial vehicles exceeding 2 tonnes unladen weight shall be permitted to remain on any Lot at any time. Nor shall any trailers, caravans, boats or the like be permitted to remain on any lot unless garaged or concealed by screening which has been approved by Northern Residential Pty Ltd.



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- t. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- u. Where the approval or consent of Northern Residential Pty Limited is required by any of the above provisions, such approval or consent shall only be required for so long as Northern Residential Pty Limited is the registered proprietor of any lot in DP270583 or any lot created by subdivision of any lot in DP270583.
- v. Northern Residential Pty Limited may in its absolute discretion approve any application by or on behalf of a lot owner notwithstanding any non compliance with any restriction contained in Item 1 of Part 2.
- w. Any lot which is burdened or benefitted by this restriction on the use of land shall automatically be released from such burden or benefit (as the case may be) if and when it is dedicated as public land or becomes neighbourhood or community property, but only in respect of such part or parts thereof as are so dedicated or become neighbourhood or community property.

2. Terms of the Positive Covenant thirdly referred to in the abovementioned plan.

- 1. In this Instrument, unless a contrary intention appears:
 - (a) **Burdened Lot** includes each and every part of the lot burdened and any part of it with which the right is capable of enjoyment.
 - (b) **Burdened Owner** means the owner for the time being of the Burdened Lot, its respective successors, transferees, assigns and all persons authorised by it and any person who is entitled to an estate or interest in the Burdened Lot.
 - (c) **Claim** means any action, proceedings, costs, damages, expenses, claims or demand.
 - (d) **Prescribed Authority** means Hunter Water Corporation its respective successors, transferees, assigns and all persons authorised by it.
 - (e) **Pressure Sewer System** means the system owned, installed and maintained by the Prescribed Authority incorporating a tank used for the collection of waste water on the burdened lot where the waste water is reduced to a water slurry in the tank, collected and held as slurry before discharge by means of an automatic sensor and pump when the tank is full to the sewerage system operated by the Prescribed Authority and all other infrastructure up to and including the control panel. Each Pressure Sewer System is protected by an isolation valve and a non return valve.



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2. The Burdened Owner covenants with the Prescribed Authority under s 88E of the *Conveyancing Act 1919* that:
 - (a) It will comply with the Pressure Sewer System Guide and the Customer Contract published by the Prescribed Authority from time to time in respect to the use and management of the Pressure Sewer System as if the terms of the Guide were set out in full in this Instrument;
 - (b) Connect all household drains to the Pressure Sewer System;;
 - (c) Provide an approved electricity supply at the cost of the Burdened Owner to the Pressure Sewer System in accordance with the Pressure Sewer System Guide.
3. Where the Burdened Owner fails to comply with any written request of the Prescribed Authority in relation to the Pressure Sewer System the Burdened Owner must meet any reasonable cost incurred by the Prescribed Authority in completing the work not completed by the Burdened Owner.
4. The Burdened Owner will indemnify and keep the Prescribed Authority Indemnified from and against all Claims arising out of or in connection with or in respect to or as a consequence of any non compliance with the Pressure Sewer System Guide or the terms of this Instrument.
5. This covenant may not be released, varied or modified without the written consent of the Prescribed Authority

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**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Northern Residential Pty Limited while it is the registered proprietor of any lot in DP270583 or any
lot created by subdivision of any lot in DP270583 and thereafter the registered proprietors for
the time being of the lots benefited.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT
SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The registered proprietors for the time being of the lots benefited.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE POSITIVE
COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Hunter Water Corporation ABN 46 228 513 446

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND
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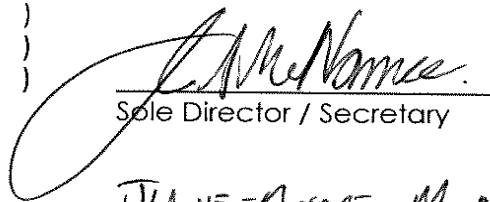
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Subdivision of Lot 11 in DP 270583
and covered by Subdivision
Certificate No. **39/2017**

Executed by Northern Residential Pty Limited
(ACN 103 878 931) in accordance with
Section 127 of the Corporations Act 2001.

)
)
)

Sole Director / Secretary

JULIE-ANNE MCNAMEE
Name

Executed by G & M Outlook Pty Limited
(ACN 154 895 691) in accordance with
Section 127 of the Corporations Act 2001.

)
)
)

Sole Director / Secretary

WILLIAM MCNAMEE
Name

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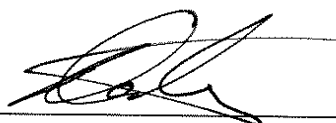
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Executed by HUNTER WATER CORPORATION)
ABN 46 228 513 446 by its attorney)
PETER JAMES KEMBREY)
pursuant to REGISTERED Power of Attorney)
Book 4695 No. 750 in the presence of:)


Peter James Kembrey


Signature of Witness

BARBARA THOMSON
Name of Witness

36 HONEYSUCKLE DRIVE

NEWCASTLE NSW 2300
Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND
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Sighted by the Principal
Certifying Authority)

_____

REGISTERED



24.1.2018



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NEIGHBOURHOOD MANAGEMENT STATEMENT

“THE OUTLOOK”

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED



24.1.2018

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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

FORM 30

COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

Terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Plan.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270583 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

1. **BY-LAW 1 1-38 FROM COMMUNITY MANAGEMENT STATEMENT**

- 1.1. Proprietors of a Lot and the Neighbourhood Association must comply with By-Law 3 in the Community Management Statement in relation to any proposal to carry out New Constructions.

2. **BY-LAW 2 PROVISION OF SERVICES**

- 2.1. Under section 24(2) of the Management Act, the Neighbourhood Association intends to enter into an agreement with the Community Association empowering it with the exclusive right to provide management, operational or maintenance services or procure the provision of those services for the Neighbourhood Association.

3. **BY-LAW 3 NEIGHBOURHOOD PROPERTY**

- 3.1. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of the Neighbourhood Property.
- 3.2. The proprietor or occupier of a Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
- 3.3. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his own purposes any part of the Neighbourhood Property.
- 3.4. The proprietor or occupier of a Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
- 3.5. If a proprietor of a Lot causes damage to Neighbourhood Property (including, without limitation, any road, or paved area, landscape feature, lawn, garden, tree, shrub, plant or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.
- 3.6. The proprietor of any Lot shall be responsible to ensure that any guests comply with the provisions of this By-Law.

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4. **BY-LAW 4 ARCHITECTURAL AND LANDSCAPING STANDARDS**

4.1. The Architectural Standards and Landscape Standards as required by the Community Management Statement bind:

- (a) The Neighbourhood Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot

Other than the Original Proprietor.

4.2. Subject to By-Law 5, the Neighbourhood Association may determine its own standards provided that such standards are approved in accordance with By Law 3 of the Community Management Statement.

5. **BY-LAW 5 MAKING AND AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS**

5.1. The Original Proprietor may from time to time create, adopt, add to or alter Architectural and Landscaping Standards for the Neighbourhood Property and any Lot in the Neighbourhood Plan.

5.2. No proprietor of a Lot other than the Original Proprietor is entitled to amend the standards in any way without the prior written consent of:

- (a) the Neighbourhood Association or, where the Neighbourhood Association has delegated the authority, that delegate; and
- (b) the Original Proprietor.

5.3. The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Neighbourhood Association upon payment of a reasonable fee.

5.4. The Landscape Standards and Architectural Standards may be set for any Neighbourhood Development Lot by the Original Proprietor, or the Neighbourhood Association but only if the Original Proprietor gives its consent.

5.5. Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.

5.6. The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee the Design Review Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 5.7 to 5.12.

5.7. No Building Modification, New Construction, fencing construction or modification, landscape construction or modification and retaining wall or modification may commence or take place on any Lot in the neighbourhood plan, until the plans

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and specifications for it have been approved in writing by the Original Proprietor as to:

- (a) suitability to design;
- (b) colour and materials;
- (c) quality of design, and materials;
- (d) harmony of existing design and existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography; and
- (g) harmony with existing landscaping; or

for landscaping modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.

- 5.8. Any plans and specifications submitted pursuant to By Law 5.7 must be to the standard required from time to time by the Original Proprietor.
- 5.9. The Architectural Standards and/or Landscaping Standards which are current from time to time shall operate as guidelines only and shall not be binding on the original Proprietor which shall at all times retain an overriding discretion as to whether it may approve or disapprove any application of the kind referred to in By-Law 5.7.
- 5.10. The original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Neighbourhood Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 5.11. If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 5.12. A decision of the Original Proprietor is binding on any applicant for an approval.

6. **BY-LAW 6 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY**

- 6.1. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association:
 - (a) Construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
 - (b) Attach any item as a fixture or otherwise to Neighbourhood Property; or
 - (c) Alter Neighbourhood Property.
- 6.2. Any constructions, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Neighbourhood Association must, unless the

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Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction attachment or alteration was proprietor or occupier.

7. **BY-LAW 7 NO INAPPROPRIATE USE**

The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

8. **BY-LAW 8 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON LOT**

- 8.1. The proprietor or occupier of a Lot must not keep heavy machinery, trucks or the like having an unladen weight in excess of 2 tonnes upon the Lot at any time. Nor shall the proprietor or occupier of a Lot keep trailers, boats, caravans or the like upon the Lot unless garaged or concealed by screening which has been approved by the Neighbourhood Association and the Original Owner.
- 8.2. The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 8.3. The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a standard equivalent to any reasonable standard as may be set by the Neighbourhood Association from time to time under the Architectural Standards and Landscape Standards, and no changes may be made to any structures or landscaping on the lot without the consent of the Neighbourhood Association.
- 8.4. The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.
- 8.5. The Neighbourhood Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.
- 8.6. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association and the Original Owner in accordance with By-Law 5.8:
 - (a) Construct any structure including, without limitation, any fence, screens, pergola or awning on the Lot;
 - (b) Attach any item as a fixture or otherwise on the Lot; or
 - (c) Alter the external walls or the colour thereof of any structure or building erected on the Lot.
- 8.7. If a proprietor of a Lot causes damage to the landscaping (including without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plan or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring same.

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PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

9. **BY-LAW 9 THERE IS NO RESTRICTED NEIGHBOURHOOD PROPERTY**
There is no Restricted Neighbourhood Property

PART 3

MANDATORY MATTERS

10. **BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

There are no open access ways or private access ways.

11. **BY-LAW 11 NEIGHBOURHOOD PROPERTY**

There are no facilities on Neighbourhood Property within the Neighbourhood Plan except for the Service Lines.

There are no fencing requirements in relation to the Neighbourhood Property

12. **BY-LAW 12 INTERNAL FENCING**

There are no matters affecting the provision of and payment for internal fencing on the neighbourhood parcel and there are no obligations on the neighbourhood association in respect of internal fencing on the neighbourhood parcel.

13. **BY-LAW 13 GARBAGE**

- 13.1. All Lots within the Neighbourhood Scheme must store their garbage in containers approved by the Executive Committee and same must be kept secure and hidden from view from outside the Lot until collection in accordance with garbage collection services provided by Newcastle City Council.

- 13.2. The Neighbourhood Association may from time to time regulate the procedures for garbage collection in accordance with requirements of the Council.

14. **BY-LAW 14 STATUTORY SERVICES**

- 14.1. On installation of a Service Line, a statutory easement may be created over the parts of the Community Parcel for the provision of Services through Service Lines.

- 14.2. The Service Providers and other owners of Service Lines must maintain and repair their respective Service under any statutory rights or obligations of the Service Provider.

- 14.3. If a Service is provided after the registration of the Management Statement, the Neighbourhood Association must prepare a Prescribed Diagram and the Neighbourhood Association must:

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- (a) give its consent to the Prescribed Diagram; and
- (b) make available all necessary documents including the certificate of title for the Neighbourhood Property to facilitate the registration of the Prescribed Diagram; and
- (c) if Service Lines are not installed as intended in dedicated public roads then the Neighbourhood Association must prepare and register a Prescribed Diagram showing the Service Lines as installed. All members of Neighbourhood Association must consent to any Prescribed Diagram.

15. **BY-LAW 15 INSURANCE**

- 15.1. The Neighbourhood Association must take out insurance required under the Management Act.
- 15.2. The Neighbourhood Association must review on an annual basis:
 - (a) All insurances affected by it; and
 - (b) The need for new or additional insurances
- 15.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurances affected by the Neighbourhood Association should be confirmed, varied or extended.
- 15.4. The Neighbourhood Association must immediately:
 - (a) affect new insurances; or
 - (b) vary or extend existing insurances,
 - (c) if there is an increase in risk;
 - (d) or a new risk to the Neighbourhood Property.
- 15.5. A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:
 - (a) Void or prejudice insurance affected by the Neighbourhood Association; or
 - (b) Increase any insurance premium payable by the Neighbourhood Association

16. **BY-LAW 16 EXECUTIVE COMMITTEE**

Constitution

- 16.1. The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of part 2 of the Management Act.

Notice Board

- 16.2. The Executive Committee must fix a notice board to some part of Community Property.

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Meetings

- 16.3. The Executive Committee may, subject to By-Laws 16.6 and 16.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 16.4. The Secretary or a member of the Executive Committee who convenes a meeting must, not less than 24 hours immediately before the Neighbourhood Executive Committee holds a meeting, display on the notice board:

- (a) The notice of intention to hold the meeting; and
- (b) The proposed agenda for the meeting

Meeting Agenda

- 16.5. The agenda for a meeting must include details of all business to be dealt with at that meeting.

No business may be dealt with at meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 16.6. Meetings must be held within a radius of 20 km from the Community Parcel.

Meeting at Request of Members

- 16.7. The Secretary or in his absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 16.8. Where:

- (a) By-Law 16.4 has been complied with in relation to a meeting;
- (b) Each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) The resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

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- 15.9A A proprietor who is not the Original Proprietor of a Lot or, where that proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.
- 15.9B A proprietor who is the Original Proprietor of a Lot or, where that proprietor is a corporation, the company nominee of the corporation, may attend a meeting and that person may, in its absolute discretion, address the meeting.

Minutes of Meetings

- 16.10. Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

- 16.11. The Executive Committee must, within 7 days after holding a meeting, display a copy of the Minutes of that meeting on the notice board.

The minutes of a Executive Committee meeting must remain on the notice board for a period of at least 14 days.

Functions of a Secretary

- 16.12. The Functions of the Secretary include:
- (a) Preparing and distributing the minutes of meetings of the Neighbourhood Association and the Executive Committee;
 - (b) Giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) Maintaining the Neighbourhood Association roll;
 - (d) Supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
 - (e) Answering communications addressed to the Neighbourhood Association or the Executive Committee;
 - (f) Convening meeting of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
 - (g) Performing administrative or secretarial functions on behalf of the Neighbourhood Association;
 - (h) Performing administrative or secretarial functions on behalf of the Executive Committee; and
 - (i) Keeping records under part 3 of Schedule 1 and part 3 Schedule 3 of the Management Act.

Functions of the Treasurer

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16.13. The functions of the Treasurer include:

- (a) The functions set out in Section 36(1) of the Management Act;
- (b) Notifying proprietors of lots of any contributions of any contributions levied under the Management Act and collecting such contributions;
- (c) Receiving, acknowledging, banking and accounting for any monies paid to the Neighbourhood Association;
- (d) Preparing any certificate applied for under paragraphs Section 26 and clause 2 of Schedule 4 of the Management Act;
- (e) Keeping prescribed accounting records under clause 10 of Schedule 1 of the Management Act; and
- (f) Preparing financial statements under Clause 11 of Schedule 1 of the Management Act.
- (g) Notifying proprietors of Lots within the Neighbourhood Plan of any contribution levied under this Neighbourhood Statement and collecting such contribution.

Sub Committee

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

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

No Remuneration

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

Protection of Neighbourhood Executive Committee Members from Liability

16.16. No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except due to fraud or negligence on the part of that member.

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PART 4

OPTIONAL MATTERS

17. BY-LAW 17 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO CONTRACT

The Neighbourhood Association may contract with persons to provide amenities or services to proprietors or occupiers of Neighbourhood Lots in the Neighbourhood Plan if the Community Association does not do so on its own behalf or on behalf of the Neighbourhood Association under Clause 57 of the Community Management Statement.

18. BY-LAW 18 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

19. BY-LAW 19 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

19.1. A proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

19.2. The costs, charges and expenses under By-Law 19.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administration costs in connection with those events.

20. BY-LAW 20 INTEREST ON OVERDUE MONEY

20.1. A proprietor or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act that has become due for payment and remains unpaid from and including the date it becomes due for payment.

20.2. During the period that an amount under By-Law 20.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.

20.3. Interest which is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 20.2.

20.4. Nothing in this By-Law 20 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

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21. BY-LAW 21 RULES

- 21.1. The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel.
- 21.2. The Neighbourhood Association may at any time add to or alter the rules.
- 21.3. The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 21.4. Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

22. BY-LAW 22 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

A proprietor or occupier of a Lot must comply on time with all requirements and order of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

23. BY-LAW 23 NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot must comply on time with all notice from authorities and all laws in connection with notices relating to the Lot.

24. BY-LAW 24 INSTRUCTING CONTRACTORS

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorized to do so by the Neighbourhood Association.

25. BY-LAW 25 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

Complaints, notices or applicants to or request for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent appointed or if there is no managing agent, to the secretary of the Executive Committee.

26. BY-LAW 26 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

An approval, notice or authorization by the Neighbourhood Association under the By-Laws must be in writing.

27. BY-LAW 27 APPROVALS BY NEIGHBOURHOOD ASSOCIATION

The Neighbourhood Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

28. BY-LAW 28 NO INTERFERENCE

A proprietor or occupier of a Lot shall not:

- (a) Do anything or permit anything to be done in relation to that Lot so that;

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- (i) Any support or shelter provided by that Lot for another Lot or Neighbourhood Property or any part of it is interfered with; or
- (ii) Service Lines, garbage services, Private Services or any services within the Neighbourhood Scheme owned by a Service Provider are interfered with; or
- (b) Use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Lot or Authorised Person.

29. **BY-LAW 29 MAINTENANCE OF VACANT LOTS**

29.1. A proprietor of a Lot must:

- (a) if that Lot is vacant, and until such time as building operations on that Lot commence;
 - (i) maintain that Lot to an acceptable standard;
 - (ii) keep the Lot free from debris and rubbish; and
- (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

30. **BY-LAW 30 STATUTORY EASEMENTS**

It is intended not to create any statutory rights in accordance with Clause 36 of the Community Land Development Act 1898.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

These By-Laws may not be amended or revoked without the consent of the public authority – see Schedule 4 clause 4 of the Development Act

31. **BY-LAW 31 BUSHFIRE MAINTENANCE**

Other than the specific provisions of any positive covenant affects a lot or lots in the Neighbourhood Plan there are none as the responsibility to carryout the requirements in the report prepared by the Australian Bushfire Protection Planners dated 26 October 2016 is imposed by the Department of Planning upon the Community Association.

PART 5

DEFINITIONS, INTERPRETATION AND GENERAL

32. **BY-LAW 32 DEFINITIONS, INTERPRETATION AND GENERAL**

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32.1. The following words have these meanings in the By-Laws unless the contrary intention appears:

Annual General Meeting means annual general meeting of the Neighbourhood Association other than the first annual general meeting.

Applicant means:

- (a) In relation to an application to add to or alter the architectural standards – a proprietor of a Lot or his representative who applies to the Neighbourhood Association for the addition to alteration; or
- (b) In relation to a Building Modification, or a New Construction – a proprietor of a Lot or his representative who submits plans and specifications to the review sub-committee for approval.

Architectural Standards means the architectural standards referred to in By-Laws 4 and 5 of this Statement and includes building and/or landscaping guidelines issued from time to time by the Original Proprietor pursuant to By-Law 5.

Authorised Person means a person on the Neighbourhood Parcel with the express or implied consent of a proprietor of a Lot or the Neighbourhood Association or means representatives or employees of Newcastle City Council undertaking Council duties.

Board means the Community Schemes Board constituted under the Management Act.

Building Modification means any modification, addition, alteration or exterior colour change made of or to an existing building or structure (including fences and retaining walls) on Neighbourhood Property, or a Lot.

By-Law means a By-Law included in the Management Statement.

Community Association means the community association created on registration of Deposited Plan 270583.

Community Titles Legislation means the Development Act, the Management Act and the cognate legislation.

Concept Plan means the plan marked "Concept Plan" contained in the Management Statement.

Council means Newcastle City Council.

Development Act means the Community Land Development Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

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First Annual General Meeting means the meeting convened and held pursuant to Section 9 of the Management Act.

Function includes a power, authority and duty.

General Meeting means an annual general meeting or a special meeting of the Neighbourhood Association.

Lot means a lot in the Neighbourhood Plan.

Management Act means the Community Land Management Act, 1989 and regulations made under it.

Management Statement means the statement registered with the Neighbourhood Plan from time to time added to, modified or amended in accordance with the Community Title Legislation.

Managing Agent means an agent appointed under Section 50 of the Management Act.

Neighbourhood Association means the corporation that:

- (a) Is constituted by Section 25 of the Development Act on registration of a Neighbourhood Plan; and
- (b) Is established as a Neighbourhood Association by Section 5 of the Management Act.

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

Neighbourhood Plan means deposited plan number **DP286707**

Neighbourhood Property means the land shown as neighbourhood property in the Neighbourhood Plan.

Neighbourhood Scheme means:

- (a) The subdivision of the land by the Neighbourhood Plan;
- (b) The proposals in any related Development Contract; and
- (c) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interest in or occupying Lots.

New Constructions means building work that is intended to be carried out on Neighbourhood Property or a Lot (including fences and retaining walls).

Original Proprietor means the original proprietor of all Lots in the Neighbourhood Plan or the Community Association if the Original Owner gives notice to the community Association that it relinquishes its powers under By-Law 36 of the Community Management Statement.

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Prescribed Diagram means the diagram relating to the Services Lines marked "Plan of Service work as Executed" contained in the Management Statement and prescribed by Section 36 of the Development Act.

Private Service means a service running through or servicing Lots or Neighbourhood Property.

Rules means the rules made pursuant to By-Law 21.

Secretary means the secretary of the Neighbourhood Association.

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority including without limitation, Advance Energy, Telstra, Alinta or the Council.

Statutory Service means a service running through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Treasurer means the treasurer of the Neighbourhood Association.

32.2. In the By-Laws unless the contrary intention appears:

- (a) A reference to an instrument includes any variation or replacement of it;
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;
- (d) The word "person" includes a firm, a body corporate, an association or an authority;
- (e) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns.
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

32.3. If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws has full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

32.4. The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood

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Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

- 32.5. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies by law independently of the By-Laws.
- 32.6. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers of functions being transferred to any other organization or person deemed to be a reference to the organization or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 32.7. Any word or expression used in the Management Statement where the first letter is capitalized is a defined term. If such word or expression is not specifically defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

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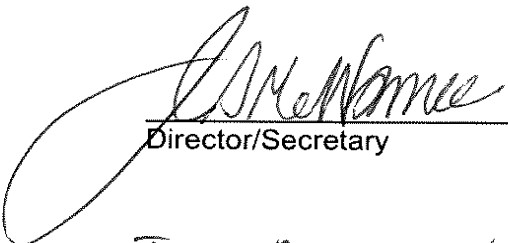
SIGNATURES, CONSENT AND APPROVALS

DATED
2008.

DAY OF

EXECUTED by NORTHERN RESIDENTIAL
PTY LIMITED ACN 103 878 931 pursuant
to s.127 of the Corporations Act 2001 by:

Director


Director/Secretary

Name

JULIE-ANNE MCNAMEE
Name

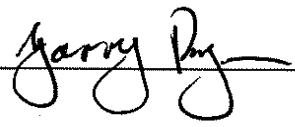
CERTIFICATE OF APPROVAL

It is certified:

- (a) That the consent authority has approval of the development described in Development Application No. 06_0031
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated: 22/12/2017

Signature on behalf of consent authority




TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

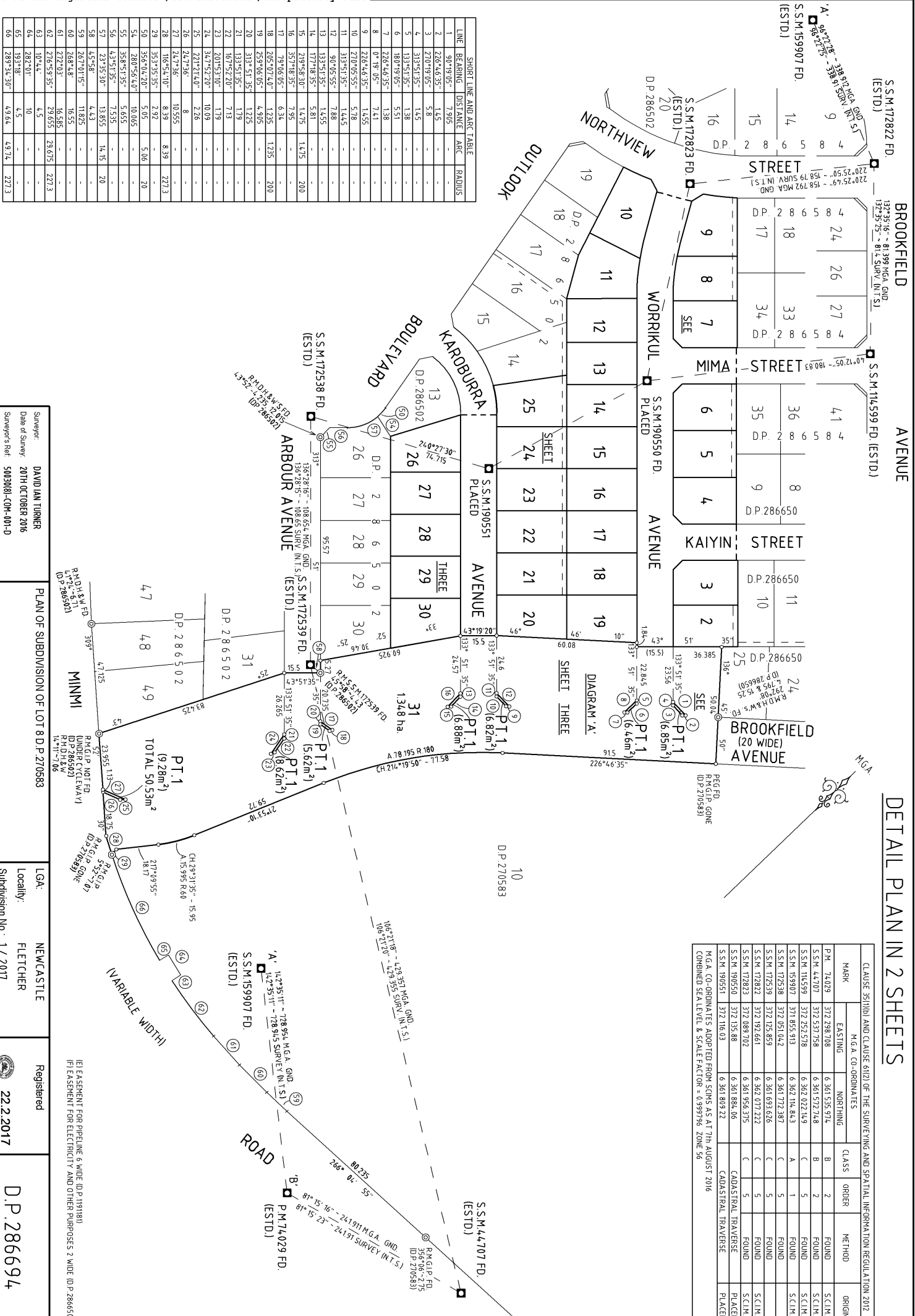


REDUCTION RATIO - 1:1000



| | | |
|---|--|-----------------|
| <p>THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW</p> | | |
| <p align="center">SCHEDULE OF CHANGES TO THE SCHEME</p> | | |
| Lot No | Details | Sheet No |
| 31 20 | Subdivided into Lots 32-42 SUBDIVIDED INTO LOTS 43-44 | 5 6 |
| <p>Subdivision Certificate No 1/2017</p> <p>Date: 31/01/2017</p> <p>Surveyor: DAVID IAN TURNER</p> <p>Surveyor's Ref: 5003081-COM-001-0</p> <p>Registered 22.2.2017</p> <p align="center">  </p> <p align="center">NEIGHBOURHOOD PLAN</p> <p align="center">D.P.286694</p> | | |

DETAIL PLAN IN 2 SHEETS



| CLAUSE 35(10) AND CLAUSE 6(12) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012 | | | | | | |
|---|---------------------|----------------|-------|-------|------------------|------------|
| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | ORIGIN |
| | EASTING | NORTHING | | | | |
| P.M. 7L029 | 3712 2987.008 | 6 363 5535.914 | B | 2 | FOUND | S.C.I.M.S. |
| S.S.M 44707 | 3712 5317.748 | 6 363 5172.748 | B | 2 | FOUND | S.C.I.M.S. |
| S.S.M 115459 | 371 2527.578 | 6 362 1027.149 | C | 5 | FOUND | S.C.I.M.S. |
| S.S.M 159907 | 371 855.913 | 6 362 104.843 | A | 1 | FOUND | S.C.I.M.S. |
| S.S.M 177538 | 3712 051.474 | 6 363 1712.387 | C | 5 | FOUND | S.C.I.M.S. |
| S.S.M 172539 | 371 125.869 | 6 363 693.616 | C | 5 | FOUND | S.C.I.M.S. |
| S.S.M 172822 | 3712 197.661 | 6 362 077.222 | C | 5 | FOUND | S.C.I.M.S. |
| S.S.M 172823 | 371 089.102 | 6 363 956.375 | C | 5 | FOUND | S.C.I.M.S. |
| S.S.M 1790520 | 3712 135.88 | 6 363 884.06 | | | COASTAL TRAVERSE | PLACED |
| S.S.M 190551 | 3712 116.03 | 6 363 809.22 | | | COASTAL TRAVERSE | PLACED |

M.G.A. CO-ORDINATES ADOPED FROM SCINS AS AT THE AUGUST 2006
COMBINED S.C.A. LEVEL, B SCALE FACTOR = 0.999736 ZONE 56

DETAIL PLAN IN 2 SHEETS

| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------|----------|--------|--------|
| 30 | 138°29'00" | 11.02 | 17.04 | 105.5 |
| 31 | 146°03'15" | 10.825 | 10.83 | 105.5 |
| 32 | 146°19'45" | 5.5 | - | - |
| 33 | 106°19'45" | 5.5 | - | - |
| 34 | 68°14' | 12.96 | 12.965 | 118 |
| 35 | 11°54'35" | 5.875 | - | - |
| 36 | 50°15'25" | 14.54 | 14.95 | 118 |
| 37 | 44°00' | 0.355 | - | - |
| 38 | 31°51'35" | 1.195 | - | - |
| 39 | 33°33'50" | 11.89 | 17.92 | 90 |
| 40 | 327°07'55" | 5.85 | 5.85 | 90 |
| 41 | 44°00' | 0.625 | - | - |
| 42 | 306°31'20" | 11.62 | 11.65 | 45.5 |
| 43 | 268°56'55" | 16.175 | 16.26 | 45.5 |
| 44 | 269°30'05" | 14.56 | 14.625 | 45.5 |
| 45 | 302°17'50" | 5.605 | - | - |
| 46 | 33°49'25" | 5.955 | - | - |
| 47 | 18°49'30" | 5.155 | - | - |
| 48 | 15°06'05" | 15.31 | 15.32 | 118 |
| 49 | 45°17'30" | 5.9 | 5.9 | 118 |
| 50 | 356°04'20" | 5.05 | 5.06 | 20 |
| 51 | 33°07'30" | 5.735 | - | - |
| 52 | 107°27'20" | 26.68 | 27.65 | 30 |
| 53 | 133°51'35" | 1.125 | - | - |
| 54 | 280°56'40" | 10.055 | - | - |

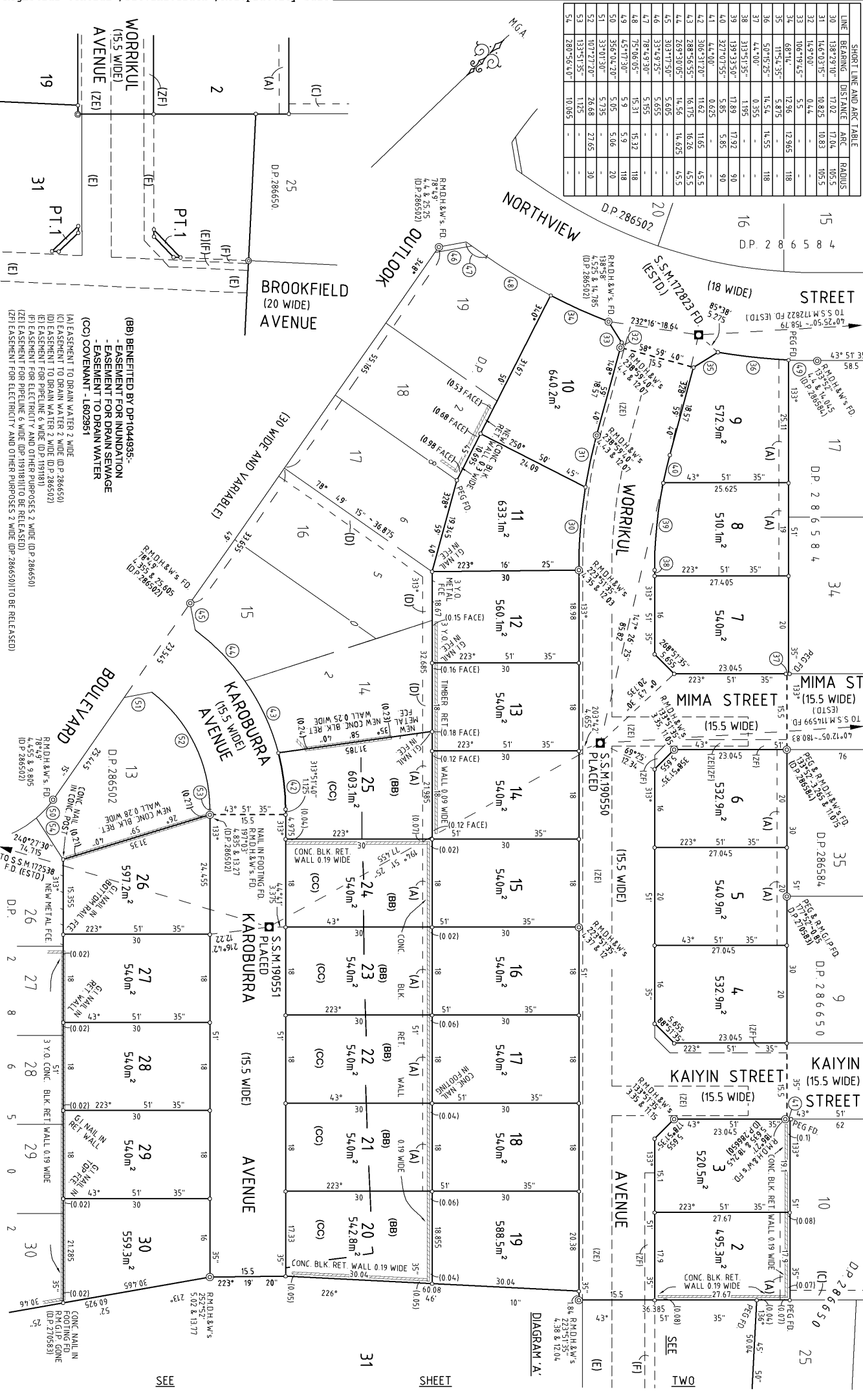


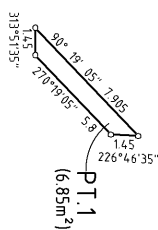
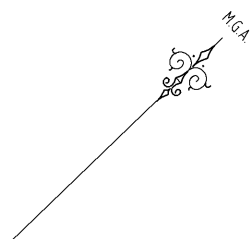
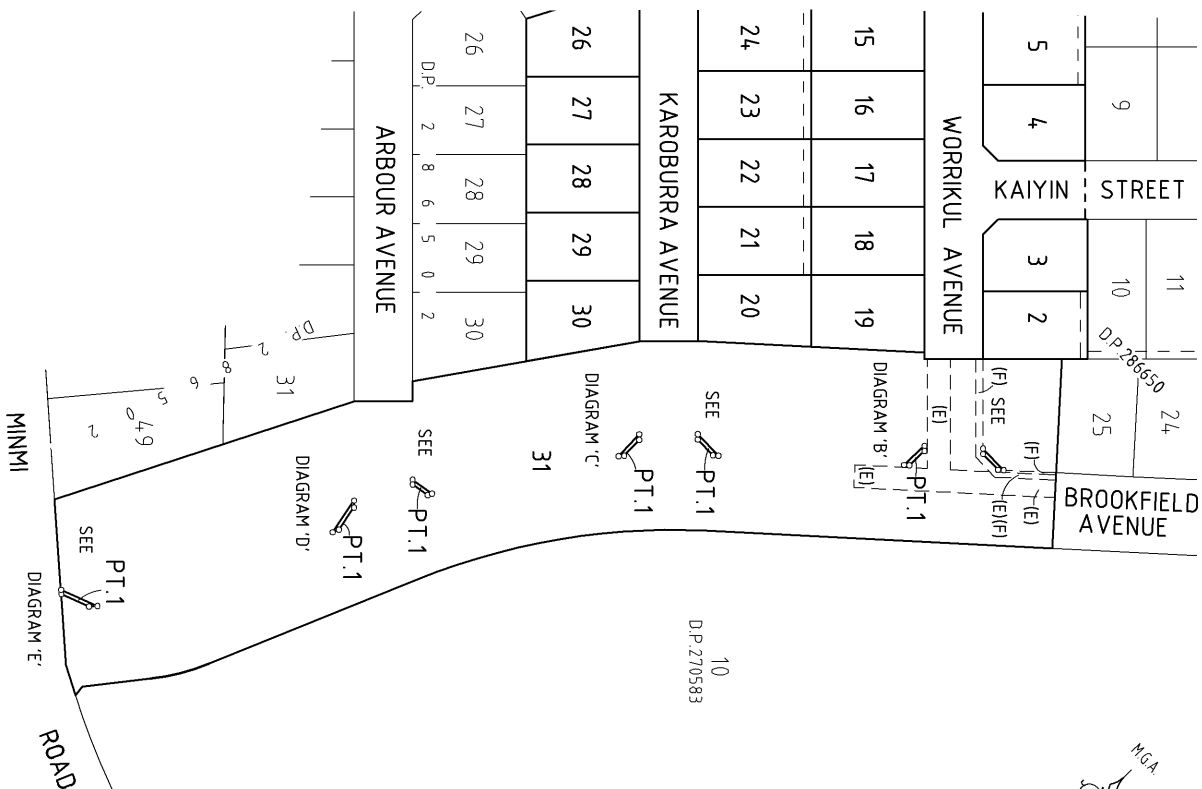
DIAGRAM 'A'

SCALE 1:500

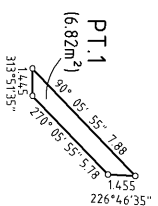
| | | |
|---|-------------------|--|
| Surveyor: | DAVID IAN TURNER | PLAN OF SUBDIVISION OF LOT 8 D.P. 270583 |
| Date of Survey: | 20TH OCTOBER 2016 | |
| Surveyor's Ref: | 5003081-COM-001-D | |
| LGA: | NEWCASTLE | Registered |
| Locality: | FLETCHER | |
| Subdivision No.: | 1 / 2017 | |
| Lengths are in metres. Reduction Ratio 1: 500 | | |
| | | 22.2.2017 |
| | | D.P. 286694 |

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD LOT ONLY



31



31

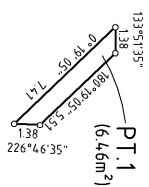


DIAGRAM 'B'

SCALE 1:200

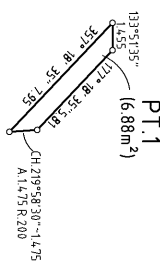
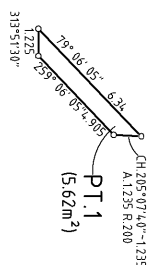


DIAGRAM 'C'

SCALE 1:200



31

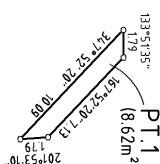
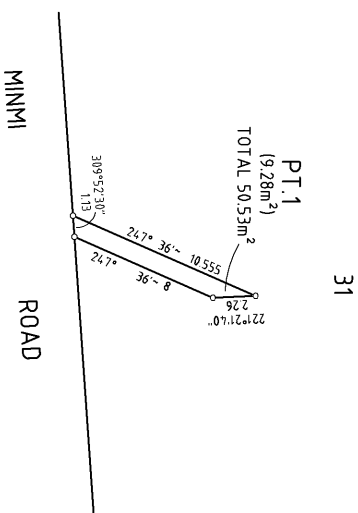


DIAGRAM 'D'

SCALE 1:200



31

DIAGRAM 'E'

SCALE 1:200

(E) EASEMENT FOR OPENURE & WIDE (D.P. 119181)

(F) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (D.P.)

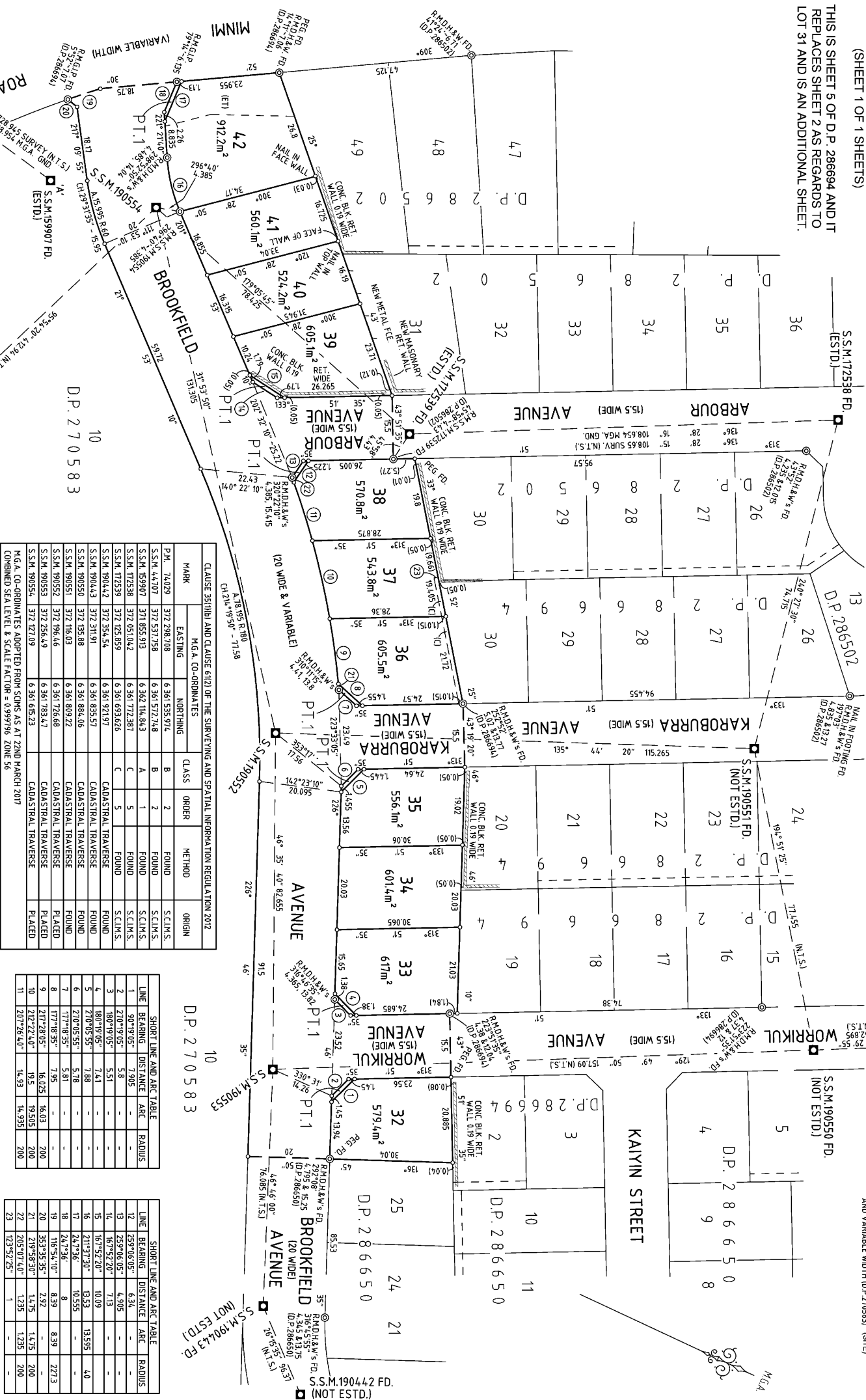
| | | | |
|------------------------------------|--|--|-------------|
| Surveyor: DAVID IAN TURNER | PLAN OF SUBDIVISION OF LOT 8 D.P. 270583 | LGA: NEWCASTLE | Registered |
| Date of Survey: 20TH OCTOBER 2016 | | Locality: FLETCHER | |
| Surveyor's Ref: 50030181-COM-001-D | | Subdivision No.: 1 / 2017 | |
| | | Lengths are in metres. Reduction Ratio 1: 1000 | |
| | | | 22.2.2017 |
| | | | D.P. 286694 |

DETAIL PLAN

(SHEET 1 OF 1 SHEETS)

THIS IS SHEET 5 OF D.P. 286694 AND IT REPLACES SHEET 2 AS REGARDS TO LOT 31 AND IS AN ADDITIONAL SHEET.

DETAIL PLAN



| CLAUSE 35(1B) AND CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012 | | | | |
|---|------------------|---------------|-------|-------|
| MARK | MGA CO-ORDINATES | | CLASS | ORDER |
| | EASTING | NORTHING | | |
| P.M. 74029 | 372 298.708 | 6 361 535.974 | B | 2 |
| S.S.M. 44707 | 372 572.758 | 6 361 572.748 | B | 2 |
| S.S.M. 59907 | 371 855.913 | 6 361 116.843 | A | 1 |
| S.S.M. 17258 | 372 051.042 | 6 361 772.387 | C | 5 |
| S.S.M. 17259 | 372 125.859 | 6 361 693.626 | C | 5 |
| S.S.M. 19044 | 372 354.54 | 6 361 921.97 | FOUND | |
| S.S.M. 19045 | 372 311.91 | 6 361 895.57 | FOUND | |
| S.S.M. 19046 | 372 355.88 | 6 361 884.06 | FOUND | |
| S.S.M. 19051 | 372 166.03 | 6 361 889.22 | FOUND | |
| S.S.M. 19052 | 372 196.46 | 6 361 726.68 | FOUND | |
| S.S.M. 19053 | 372 256.49 | 6 361 783.47 | FOUND | |
| S.S.M. 19054 | 372 127.09 | 6 361 615.23 | FOUND | |

| SHORT LINE AND ARC TABLE | | | |
|--------------------------|------------|----------|--------|
| LINE | BEARING | DISTANCE | RADIUS |
| 1 | 270°05'55" | 7.905 | - |
| 2 | 270°19'05" | 5.8 | - |
| 3 | 270°19'05" | 5.8 | - |
| 4 | 180°19'05" | 7.61 | - |
| 5 | 270°05'55" | 7.88 | - |
| 6 | 270°05'55" | 5.78 | - |
| 7 | 177°18'35" | 5.81 | - |
| 8 | 177°18'35" | 7.95 | - |
| 9 | 271°28'05" | 16.025 | 200 |
| 10 | 272°22'40" | 19.5 | 200 |
| 11 | 207°26'40" | 14.93 | 200 |

| SHORT LINE AND ARC TABLE | | | |
|--------------------------|------------|----------|--------|
| LINE | BEARING | DISTANCE | RADIUS |
| 12 | 252°06'05" | 6.36 | - |
| 13 | 252°06'05" | 4.905 | - |
| 14 | 161°52'20" | 7.13 | - |
| 15 | 161°52'20" | 10.09 | - |
| 16 | 217°31'30" | 13.53 | 13.595 |
| 17 | 247°36" | 10.555 | - |
| 18 | 247°36" | 8 | - |
| 19 | 116°54'10" | 8.39 | 227.3 |
| 20 | 353°35'35" | 2.92 | - |
| 21 | 219°58'30" | 14.75 | 200 |
| 22 | 205°07'40" | 12.35 | 200 |
| 23 | 125°52'25" | 1 | - |

Surveyor: DAVID IAN TURNER
Date of Survey: 22ND MARCH 2017
Surveyor's Ref: 5003080-COM-002-E

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

LGA: NEWCASTLE
Locality: FLETCHER
Subdivision No.: 23/2017
Lengths are in metres. Reduction Ratio: 1: 600

Registered
01.09.2017

DP286694
(ADDITIONAL SHEET 5)

DP286694
ADDITIONAL SHEET 6

DP286694

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 7 SHEET(S)

Registered:  22.2.2017

Office Use Only

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

DP286694

(DOC.A)

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

LGA: NEWCASTLE
 Locality: FLETCHER
 Parish: HEXHAM
 County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, DAVID IAN TURNER
 of ADW JOHNSON PTY LIMITED
 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282
 a surveyor registered under the *Surveying and Spatial Information Act*
 2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
 and the survey was completed on ... 20TH OCTOBER 2016 ...

~~*(b) The part of the land shown in the plan (*being/*excluding ^
)
 was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
 completed on, the part not surveyed was compiled
 in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

Signature:  Dated: 30/01/2017

Surveyor ID: 2122

Datum Line: 'A' - 'B'

Type: *Urban/*Rural


The terrain is *Level-Undulating / *Steep-Mountainous

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the
 plan that is not the subject of the survey.

Subdivision Certificate

I, GARRY RYAN
 *Authorised Person/*General Manager/*Accredited Certifier, certify that
 the provisions of s.109J of the *Environmental Planning and Assessment*
Act 1979 have been satisfied in relation to the proposed subdivision,
 new road or reserve set out herein.

Signature: 

Accreditation number: BPB0565

Consent Authority: MINISTER FOR PLANNING

Date of endorsement: 31/1/2017

Subdivision Certificate number: 1/2017

File number: MPO6-0031

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
 drainage reserves, acquire / resume land.

IT IS INTENDED TO DEDICATE WORRIKUL AVENUE AND
 THE EXTENSIONS OF MIMA STREET, KAIYIN STREET AND
 KAROBURRA AVENUE TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of this survey / compilation

D.P.270583
 D.P.286502
 D.P.286584
 D.P.286650
 D.P.1191181

If space insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
 PLAN FORM 6A

Surveyor's Reference: 50030(8)-COM-001-D

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 7 SHEET(S)

Registered:



22.2.2017

Office Use Only

Office Use Only

DP286694

(DOC.A)

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:11/2017.....

Date of Endorsement:31.11.2017.....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:

(A) CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 2 WIDE (A)

(B) RELEASE:-

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE, 8 WIDE AND VARIABLE WIDTH (D.P.1191181)
2. RIGHT OF CARRIAGEWAY 2 WIDE, 8 WIDE AND VARIABLE WIDTH (D.P.1191181)
3. EASEMENT FOR PIPELINE 6 WIDE (D.P.1191181)(PARTIAL RELEASE)
4. EASEMENT FOR PIPELINE 6 WIDE (D.P.286584)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (D.P.286584)
6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (D.P.286650) (PARTIAL RELEASE)
7. EASEMENT FOR PIPELINE 6 WIDE (D.P.286650)
8. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (WHOLE OF LOT) (D.P.270583)(PARTIAL RELEASE)

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-001-D

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 7 SHEET(S)

Registered:  22.2.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

DP286694

(DOC.A)

Subdivision Certificate No:11/2017.....

Date of Endorsement:31/11/2017.....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|----------|
| 2 | 15 | WORRIKUL | AVENUE | FLETCHER |
| 3 | 2 | KAIYIN | STREET | FLETCHER |
| 4 | 1 | KAIYIN | STREET | FLETCHER |
| 5 | 9 | WORRIKUL | AVENUE | FLETCHER |
| 6 | 2 | MIMA | STREET | FLETCHER |
| 7 | 1 | MIMA | STREET | FLETCHER |
| 8 | 3 | WORRIKUL | AVENUE | FLETCHER |
| 9 | 1 | WORRIKUL | AVENUE | FLETCHER |
| 10 | 2 | WORRIKUL | AVENUE | FLETCHER |
| 11 | 4 | WORRIKUL | AVENUE | FLETCHER |
| 12 | 6 | WORRIKUL | AVENUE | FLETCHER |
| 13 | 8 | WORRIKUL | AVENUE | FLETCHER |
| 14 | 10 | WORRIKUL | AVENUE | FLETCHER |
| 15 | 12 | WORRIKUL | AVENUE | FLETCHER |
| 16 | 14 | WORRIKUL | AVENUE | FLETCHER |
| 17 | 16 | WORRIKUL | AVENUE | FLETCHER |
| 18 | 18 | WORRIKUL | AVENUE | FLETCHER |
| 19 | 20 | WORRIKUL | AVENUE | FLETCHER |
| 20 | 15 | KAROBURRA | AVENUE | FLETCHER |
| 21 | 13 | KAROBURRA | AVENUE | FLETCHER |
| 22 | 11 | KAROBURRA | AVENUE | FLETCHER |
| 23 | 9 | KAROBURRA | AVENUE | FLETCHER |
| 24 | 7 | KAROBURRA | AVENUE | FLETCHER |
| 25 | 5 | KAROBURRA | AVENUE | FLETCHER |
| 26 | 4 | KAROBURRA | AVENUE | FLETCHER |
| 27 | 6 | KAROBURRA | AVENUE | FLETCHER |
| 28 | 8 | KAROBURRA | AVENUE | FLETCHER |
| 29 | 10 | KAROBURRA | AVENUE | FLETCHER |
| 30 | 12 | KAROBURRA | AVENUE | FLETCHER |
| 31 | 23D | WORRIKUL | AVENUE | FLETCHER |

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-001-D

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 7 SHEET(S)

Registered:  22.2.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

DP286694

(DOC.A)

Subdivision Certificate No:1/2017.....

Date of Endorsement:31/1/2017.....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Northern Residential Pty Limited
(ACN 103 878 931) in accordance with
Section 127 of the Corporations Act 2001.



Sole Director / Secretary

JULIE-ANNE MCNAMARA

Name

Executed by G & M Outlook Pty Limited
(ACN 154 895 691) in accordance with
Section 127 of the Corporations Act 2001.



Sole Director / Secretary

WILLIAM MCNAMARA

Name

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-001-D

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 5 OF 7 SHEET(S)

Registered:  22.2.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

DP286694

(DOC.A)

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:1/2017.....


Date of Endorsement:31.11.2017.....

Executed for and on behalf of AUSGRID by

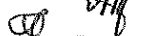
MICHAEL MCHUGH

It's duly constituted Attorney pursuant to

Power of Attorney registered Book 4641

No. 639 in the presence of:  4693

331



)
)
)
)
)



Signature of Attorney



Signature of Witness

LISA ANDERSON

Name of Witness

570 George Street

Sydney NSW 2000

Address of Witness

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-001-D

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 6 OF 7 SHEET(S)

Registered:



22.2.2017

Office Use Only

Office Use Only

DP286694

(DOC.A)

PLAN OF SUBDIVISION OF LOT 8 D.P.270583

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 1.1.2017

Date of Endorsement: 31.1.2017

Executed for and on behalf of HUNTER)
 WATER CORPORATION by its attorney)
PETER JAMES KEMBREY)
 pursuant to Power of Attorney Registered)
 Book 4695 No. 750)

Signature of Attorney

Signature of Witness

Cheryl Louise Eube
Solicitor

36 Honeysuckle Drive, Newcastle
 Name of Witness

 Address of Witness

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-001-D

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 7 OF 7 SHEET(S)

Registered:  **22.2.2017**

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 8 D.P.270583**DP286694****(DOC.A)**Subdivision Certificate No: 1/2017
Date of endorsement: 31/1/2017

Signatures and Consents, a schedule of lot and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A.

Name of Development (Optional)
"THE OUTLOOK"Address for Service of Notices
290 - 302 MINMI ROAD
FLETCHER NSW 2287**WARNING STATEMENT (Approved Form 7)**This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provision of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)I, TODD HADLEY
of MJD VALUERS
being a qualified valuer, as defined in the *Community Land Development Act 1989*, certify that;*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 27 SEPTEMBER 2016*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 31/1/17 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.Signature: Todd Hadley Date: 31/1/17

*Strike through if inapplicable

^Insert date of valuation

UPDATE NOTE (Approved Form 8)

This document contains an *updated/ *revised Schedule of Unit Entitlements and replaces the existing schedule registered on

^

*Strike through if inapplicable

^Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT**INITIAL SCHEDULE OF UNIT ENTITLEMENTS**

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 73 | |
| 3 | 78 | |
| 4 | 78 | |
| 5 | 81 | |
| 6 | 78 | |
| 7 | 78 | |
| 8 | 78 | |
| 9 | 80 | |
| 10 | 82 | |
| 11 | 80 | |
| 12 | 79 | |
| 13 | 78 | |
| 14 | 78 | |
| 15 | 78 | |
| 16 | 78 | |
| 17 | 78 | |
| 18 | 78 | |
| 19 | 79 | |

INITIAL SCHEDULE OF UNIT ENTITLEMENTS


| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-------|------------------|-------------|
| 20 | 77 | |
| 21 | 78 | |
| 22 | 78 | |
| 23 | 78 | |
| 24 | 78 | |
| 25 | 79 | |
| 26 | 81 | |
| 27 | 78 | |
| 28 | 78 | |
| 29 | 78 | |
| 30 | 76 | |
| 31 | 892 | |
| TOTAL | 3163 | |

Historical File
See administration sheet
6 & 7 Doc.B

SURVEYOR'S REFERENCE: 50030(8)-COM-001-D

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 7 SHEET(S)

| | |
|--|---|
| Registered:  01.09.2017 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP286694</div> <div style="text-align: right;">(DOC.B)</div> |
| PLAN OF SUBDIVISION OF LOT 31 D.P.286694 | LGA: NEWCASTLE Locality: FLETCHER Parish: HEXHAM County: NORTHUMBERLAND |
| <div style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</div> <p>I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:.....</p> <p>Date:.....</p> <p>File Number:.....</p> <p>Office:.....</p> | <div style="text-align: center;">Survey Certificate</div> <p>I, DAVID IAN TURNER of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on ... 22ND MARCH 2017 ...</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> |
| <div style="text-align: center;">Subdivision Certificate</div> <p>I, <u>GARRY RYAN</u>..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Garry Ryan</u>.....</p> <p>Accreditation number: <u>BPB0565</u>.....</p> <p>Consent Authority: <u>MINISTER FOR PLANNING</u>.....</p> <p>Date of endorsement: <u>18/6/2017</u>.....</p> <p>Subdivision Certificate number: <u>23/2017</u>.....</p> <p>File number: <u>MP06-0031</u>.....</p> <p>*Strike through if inapplicable.</p> | <p>Signature: <u>[Signature]</u> Dated: <u>3/08/2017</u></p> <p>Surveyor ID: <u>2122</u></p> <p>Datum Line: <u>'A' - 'B'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> |
| <p>Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire / resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSIONS OF BROOKFIELD AVENUE, WORRIKUL AVENUE, KAROBURRA AVENUE AND ARBOUR AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p> | Plans used in the preparation of this survey / compilation - D.P.270583 D.P.271052 D.P.286502 D.P.286584 D.P.286694 D.P.1191181 |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | Surveyor's Reference: 50030(8)-COM-002-E |

If space insufficient continue on PLAN FORM 6A

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 7 SHEET(S)

Registered:  01.09.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694

(DOC.B)

Subdivision Certificate No: 23/2017

Date of Endorsement: 19/9/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:

(A) CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 1 WIDE (C)

(B) RELEASE:-

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (D.P. 286650)
2. EASEMENT FOR PIPELINE 6 WIDE (D.P.1191181)

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|----------|
| 32 | 17 | WORRIKUL | AVENUE | FLETCHER |
| 33 | 22 | WORRIKUL | AVENUE | FLETCHER |
| 34 | 128 | BROOKFIELD | AVENUE | FLETCHER |
| 35 | 17 | KAROBURRA | AVENUE | FLETCHER |
| 36 | 14 | KAROBURRA | AVENUE | FLETCHER |
| 37 | 134 | BROOKFIELD | AVENUE | FLETCHER |
| 38 | 29 | ARBOUR | AVENUE | FLETCHER |
| 39 | 34 | ARBOUR | AVENUE | FLETCHER |
| 40 | 140 | BROOKFIELD | AVENUE | FLETCHER |
| 41 | 142 | BROOKFIELD | AVENUE | FLETCHER |
| 42 | 144 | BROOKFIELD | AVENUE | FLETCHER |

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-002-E

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 7 SHEET(S)

Registered:  01.09.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694

(DOC.B)


Subdivision Certificate No: 23/2017

Date of Endorsement: 18/9/2017

This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Northern Residential Pty Limited
(ACN 103 878 931) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

JULIE-ANNE MCNAMEE
Name

Executed by G & M Outlook Pty Limited
(ACN 154 895 691) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

WILLIAM MCNAMEE
Name

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-002-E

SHEET 4 OF 7 SHEET(S)

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694

(DOC.B)

Subdivision Certificate No: 23/2017

Date of Endorsement: ... 18/8/2017 ...

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed sealed and delivered for and on
behalf of **Alpha Distribution Ministerial
Holding Corporation:**

Signature of Agent for Michael Pratt, NSW
Treasury Secretary (NSW Treasurer's
delegate under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation

Signature of Witness

Name of Agent in full

Name of Witness in full

52 Martin Place, Sydney NSW 2000

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-002-E

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 5 OF 7 SHEET(S)

Registered:  01.09.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694


(DOC.B)

Subdivision Certificate No: ... 23/2017
Date of Endorsement: ... 18/8/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and on behalf of HUNTER)
WATER CORPORATION by its attorney)
PETER JAMES KEMBREY)
pursuant to Power of Attorney Registered)
Book 4695 No. 750)


.....
Signature of Attorney


.....
Signature of Witness

... MARK RAYMOND HICKEY
Name of Witness

36 HONEY SUCKLE DRIVE
.....

NEWCASTLE 2300
.....
Address of Witness

If space insufficient use additional annexure sheet

Surveyor's Reference: 50030(8)-COM-002-E

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 6 OF 7 SHEET(S)

Office Use Only

Office Use Only

Registered:  01.09.2017

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694

(DOC.B)

Subdivision Certificate No: 23/2017
Date of endorsement: 19/8/2017

Signatures and Consents, a schedule of lot and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A.

Name of Development (Optional)
"THE OUTLOOK"Address for Service of Notices
290 - 302 MINMI ROAD
FLETCHER NSW 2287

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provision of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)

I, TODD ANDREW HADLEY
of MTD VALUERSbeing a qualified valuer, as defined in the *Community Land Development Act 1989*, certify that;*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 13 DECEMBER 2016*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 13 DECEMBER 2016 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.Signature Todd Hadley Date 4/8/17

UPDATE NOTE (Approved Form 8)

This document contains an *updated/ *revised Schedule of Unit Entitlements and replaces the existing schedule registered on 22/02/2017

*Strike through if inapplicable

^Insert registration date of previous schedule

*Strike through if inapplicable

^Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 78 | |
| 3 | 78 | |
| 4 | 78 | |
| 5 | 81 | |
| 6 | 78 | |
| 7 | 78 | |
| 8 | 78 | |
| 9 | 80 | |
| 10 | 82 | |
| 11 | 80 | |
| 12 | 79 | |
| 13 | 78 | |
| 14 | 78 | |
| 15 | 78 | |
| 16 | 78 | |
| 17 | 78 | |
| 18 | 78 | |
| 19 | 79 | |

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|---|-------------|
| 20 | 77 | |
| 21 | 78 | |
| 22 | 78 | |
| 23 | 78 | |
| 24 | 78 | |
| 25 | 79 | |
| 26 | 81 | |
| 27 | 78 | |
| 28 | 78 | |
| 29 | 78 | |
| 30 | 76 | |
| 31 | SUBDIVIDED INTO LOTS 32-42 SEE ADDITIONAL SHEET 5 | |
| 32 | 83 | |
| 33 | 83 | |
| 34 | 82 | |
| 35 | 82 | |
| 36 | 83 | |
| 37 | 80 | |
| 38 | 82 | |

CONTINUED ON SHEET 7

SURVEYOR'S REFERENCE: 50030(8)-COM-002-E

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 7 OF 7 SHEET(S)

Registered:  01.09.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 31 D.P.286694

DP286694

(DOC.B)

Subdivision Certificate No: ... 23/2017

Date of Endorsement: ... 18/8/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONTINUED FROM SHEET 6

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-------|------------------|-------------|
| 39 | 80 | |
| 40 | 74 | |
| 41 | 74 | |
| 42 | 89 | |
| TOTAL | 3163 | |

HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. C)

If space insufficient use additional annexure sheet


Surveyor's Reference: 50030(8)-COM-002-E

PLAN FORM 6 (2019)



WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

| | |
|---|---|
| <p>Office Use Only</p> <p>Registered:  25.8.2022</p> <p>Title System: TORRENS</p> | <p>Office Use Only</p> <p>DP286694</p> <p>(DOC.C)</p> |
| <p>PLAN OF SUBDIVISION OF LOT 20 DP 286694</p> | <p>LGA: NEWCASTLE</p> <p>Locality: FLETCHER</p> <p>Parish: HEXHAM</p> <p>County: NORTHUMBERLAND</p> |
| <p>Survey Certificate</p> <p>I, CHRISTOPHER JAMES GREEN of TATTERSALL LANDER PTY LTD PO BOX 580 RAYMOND TERRACE NSW 2324 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 01/12/21, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 17/3/22</p> <p>Surveyor Identification No: 8913</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, STACEY STEPHENS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Electronic signature of me, Stacey Stephens Affixation number: affixed by me on 7 April 2022</p> <p>Consent Authority: NEWCASTLE CITY COUNCIL</p> <p>Date of endorsement: 07 APRIL 2022</p> <p>Subdivision Certificate number: SC2022/00024</p> <p>File number: DA2020/00333</p> <p>*Strike through if inapplicable.</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>DP 286502</p> <p>DP 286694</p> <p>Surveyor's Reference: 220034 EXEMPTION POLICY 3</p> | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 5 sheet(s) |
|---|---|-----------------------|
| <p>Registered:  25.8.2022</p> <p>Office Use Only</p> | <p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP286694</p> <p style="text-align: right;">(DOC.C)</p> | |
| <p>PLAN OF SUBDIVISION OF LOT 20 DP 286694</p> | <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p> | |
| <p>Subdivision Certificate number: <u>SC/2022/00024</u> Date of endorsement: <u>07 APRIL 2022</u></p> | | |
| <p>Name of Development (Optional)</p> <p style="text-align: center;">"THE OUTLOOK"</p> | <p>Address for Service of Notices</p> <p style="text-align: center;">290 – 302 MINMI ROAD FLETCHER NSW 2287</p> | |
| <p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p> | <p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, # <u>Scott McMonigal</u> of <u>Property Valuations NSW</u> being a qualified valuer, as defined in the <i>Community Land Development Act 2021</i> by virtue of having membership with: Professional Body: <u>Australian Property</u> Class of membership: <u>Certified Practising Valuer</u> Membership number: <u>AAPI00068059</u> certify that: the unit entitlements shown in the schedule herewith were apportioned on <u>30th March 2022</u> (being the valuation day) in accordance with section 31 <i>Community Land Development Regulation 2021</i>.</p> <p>Signature: <u></u> Date: <u>8th April 2022</u></p> <p><small>* Strike through if inapplicable # Full name, valuer company name or company address ^ Insert date of valuation</small></p> | |
| <p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 01/09/2017</p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p> | | |
| <p>SCHEDULE OF UNIT ENTITLEMENT</p> <p style="font-size: 1.5em; font-weight: bold;">SEE SHEET 3</p> | | |
| <p>If space is insufficient use annexure sheet –Plan Form 6A</p> | | |
| <p>Surveyor's Reference: 220034 EXEMPTION POLICY 3</p> | | |

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



25.8.2022

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 20
DP 286694

DP286694

(DOC.C)

Subdivision Certificate number: SC/2022/00024

Date of Endorsement: 07 APRIL 2022

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF UNIT ENTITLEMENTS

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|------------------------------|------------------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 73 | |
| 3 | 78 | |
| 4 | 78 | |
| 5 | 81 | |
| 6 | 78 | |
| 7 | 78 | |
| 8 | 78 | |
| 9 | 80 | |
| 10 | 82 | |
| 11 | 80 | |
| 12 | 79 | |
| 13 | 78 | |
| 14 | 78 | |
| 15 | 78 | |
| 16 | 78 | |
| 17 | 78 | |
| 18 | 78 | |
| 19 | 79 | |
| 20 | SUBDIVIDED INTO LOTS 43 & 44 | SEE ADDITIONAL SHEET 6 |
| 21 | 78 | |
| 22 | 78 | |

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-------|----------------------------|------------------------|
| 23 | 78 | |
| 24 | 78 | |
| 25 | 79 | |
| 26 | 81 | |
| 27 | 78 | |
| 28 | 78 | |
| 29 | 78 | |
| 30 | 76 | |
| 31 | SUBDIVIDED INTO LOTS 32-42 | SEE ADDITIONAL SHEET 5 |
| 32 | 83 | |
| 33 | 83 | |
| 34 | 82 | |
| 35 | 82 | |
| 36 | 83 | |
| 37 | 80 | |
| 38 | 82 | |
| 39 | 80 | |
| 40 | 74 | |
| 41 | 74 | |
| 42 | 89 | |
| 43 | 38 | |
| 44 | 39 | |
| TOTAL | 3163 | |


If space is insufficient use additional annexure sheet

Surveyor's Reference: 220034 EXEMPTION POLICY 3

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  25.8.2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 20
DP 286694

DP286694

(DOC.C)

Subdivision Certificate number: SC2022/00024
Date of Endorsement: 07 APRIL 2022

This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

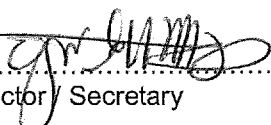
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,
AS AMENDED, IT IS INTENDED TO CREATE:-

1) EASEMENT TO DRAIN WATER 2 WIDE (B)

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|----------|
| 43 | 15 | KAROBURRA | AVENUE | FLETCHER |
| 44 | 15A | KAROBURRA | AVENUE | FLETCHER |

EXECUTED by CONSULT PTY LTD (ACN 623 845 241)
in accordance with Section 127 of the Corporations Act 2001:


Director


Director/ Secretary

Myles McAnulty
Name (Please Print)

Elizabeth McAnulty
Name (Please Print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 220034 EXEMPTION POLICY 3

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



25.8.2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 20
DP 286694

DP286694

(DOC.C)

Subdivision Certificate number: SC2022/00024

Date of Endorsement: 07 APRIL 2022

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

NATIONAL AUSTRALIA BANK LIMITED:

Mortgagee under Mortgage No. AP959226

Signed at Baulkham Hills this 12th day of July.

20 22 for National Australia Bank Limited ABN 12 004 044 937

by DAVID SOLEMAN its duly

appointed Attorney under Power of Attorney No. 39 Book 4512

Attorney Signature, Level 4 Attorney

Witness Signature

Witness Name JOHN Mc20

Witness Address 5/10 Century Cct Baulkham Hills

NW 2153

If space is insufficient use additional annexure sheet

Surveyor's Reference: 220034 EXEMPTION POLICY 3

DP286694

ePlan

Sheet 1 of 4 Sheets

NEIGHBOURHOOD
DEVELOPMENT CONTRACT

Neighbourhood Subdivision of Lot 8 in
DP270583

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



22.2.2017

DP286694

Community Land Development Act, 1989

Neighbourhood Development Contract

Warning

1. This contract contains details of a neighbourhood scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989.

If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.

2. This contract should not be considered alone, but in conjunction with the results of the searches and enquiries normally made in respect of a neighbourhood lot in the scheme concerned. Attention is drawn in particular to the neighbourhood management statement registered at the Land and Property Information with this contract, which statement sets out the management rules governing the neighbourhood scheme and provides details of the rights and obligations of lot owners under this scheme.
3. Further particulars about the details of the scheme are available in major project approval number 06_0031.
4. The terms of this contract are binding on the original proprietor any purchaser, lessee or occupier of a neighbourhood scheme. In addition, the original proprietor covenants with the neighbourhood association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the neighbourhood scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

DP286694

Part 1

1. Description of Development

Northern Residential Pty Limited ("the Developer") proposes to develop the whole of Lot 8 in Deposited Plan 270583 ("the Community Plan") in 2 stages namely:

1. Stage 8A comprising lots 1 to 30 (with a residue Lot 31); and
2. Stage 8B comprising lots 32 to 42 (being a subdivision of Lot 31)

2. Amenitiess

There are no common amenities to be provided on the neighbourhood property in conjunction with the neighbourhood scheme.

3. Theme and Architectural Design

The architectural, building and landscaping requirements are specified in the Section 88B instrument accompanying the neighbourhood plans of subdivision and are imposed by the Developer (rather than the Neighbourhood or Community Association).

4. Landscaping

See above

5. Pictorial Representation of Stage 8

Attached to this contract is a sketch plan of the proposed subdivision of Lot 8 in the Community Plan.

Part 2

Rights and Undertakings

The Developer will do the following within Lot 8:

1. Earthworks
2. Roads and drainage construction works
3. Sewer and water construction works
4. Reticulation of other services
5. Retaining works
6. Landscaping
7. Construction of footpaths

Hours of work: 7am – 6pm Monday to Saturday

The Developer undertakes not to cause any unreasonable inconvenience to the proprietors of any lots in the scheme and to repair without delay any

DP286694

damage caused to association property or common property by development activities.

Part 3

Signatures, Consents, Approval

EXECUTED by NORTHERN
RESIDENTIAL PTY LIMITED ACN
103 878 931 in accordance with s.127 of
Corporations Act, 2001 by:

)
)
)
)
)



Julie-Anne McNamee

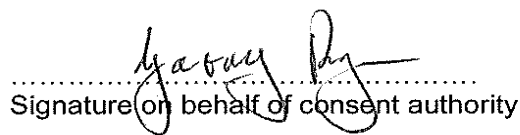
Sole Director/Secretary

Certificate of Approval

It is certified that:

- (a) the consent authority has approved of the development described in Development Application No.06_0031; and
- (b) the terms and conditions of this development contract are not inconsistent with that development as approved.

Dated:



Signature on behalf of consent authority

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



22.2.2017

DP286694

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets in Plan | Number of Sheets in Section 88B Instrument |
|-----------------|-----------------------------------|--------------------------|--|
| Document 1 | 22.2.2017 | 4 | 11 |
| Document 2 | 1.09.2017 | 1 | 9 |
| Document 3 | 25.08.2022 | 1 | 4 |
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TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Plan: **DP286694**

Full name and address of the
 Proprietor of the land

ePlan (DOC.1)

Page 1 of 11 Pages

Subdivision of Lot 8 in DP 270583 and
 covered by Subdivision Certificate
 No. **1/2017**

Northern Residential Pty Limited
 PO Box 1164
 HUNTERS HILL NSW 2110

PART 1

| Number of item shown in the intention panel on the plan. | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened Lot(s) or Parcel(s) | Benefited Lot(s), Road(s), Bodies or Prescribed Authorities |
|--|--|---|---|
| 1 | Restriction on the Use of Land | Each and Every Lot except 1 and 31 | a) Every Other Lot except 1 and 31 b) Lots 10 and 11 in DP 270583 |
| 2 | Easement to Drain Water 2 Wide (A) | 2 5 6 8 9 21 22 23 24 25 | 3 4 4 and 5 7 7 and 8 20 20 and 21 20, 21 and 22 20 to 23 inclusive 20 to 24 inclusive |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

ePlan (DOC.1)

Page 2 of 11 Pages

Plan: **DP286694**

Subdivision of Lot 8 in DP 270583 and
 covered by Subdivision Certificate
 No. **1/2017**

PART 1A

| Number of item shown in the intention panel on the plan. | Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan. | Burdened Lot(s) or Parcel(s) | Benefited Lot(s), Road(s), Bodies or Prescribed Authorities |
|--|--|---|---|
| 1 | Easement for Electricity and Other Purposes 2 Wide, 8 Wide and Variable Width (DP 1191181) | Lot 8 in DP 270583 | Ausgrid ABN 67 505 337 385 |
| 2 | Right of Carriageway 2 Wide, 8 Wide and Variable Width (DP 1191181) | Lot 8 in DP 270583 | Ausgrid ABN 67 505 337 385 |
| 3 | Easement for Pipeline 6 Wide (DP 1191181) (Partial Release) | Part Lot 8 in DP 270583 excluding the areas denoted (ZF) in the plan | Hunter Water Corporation |
| 4 | Easement for Pipeline 6 Wide (DP 286584) | Lot 8 in DP 270583 | Hunter Water Corporation |
| 5 | Easement for Electricity and Other Purposes 2 Wide (DP 286584) | Lot 8 in DP 270583 | Ausgrid ABN 67 505 337 385 |
| 6 | Easement for Electricity and Other Purposes 2 Wide (DP 286650) (Partial Release) | Part Lot 8 in DP 270583 excluding the areas denoted (ZF) in the plan | Ausgrid ABN 67 505 337 385 |
| 7 | Easement for Pipeline 6 Wide (DP 286650) | Lot 8 in DP 270583 | Hunter Water Corporation |
| 8 | Easement for Drainage of Water Variable Width (Whole of Lot) (DP 270583) (Partial Release) | Lot 10 in DP 270583 | Lot 8 in DP 270583 |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

Plan: **DP286694**

ePlan (DOC.1)

Page 3 of 11 Pages

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. 1/2017

PART 2

1. Terms of the Restriction on the Use of Land firstly referred to in the abovementioned plan.

- a. No fence or retaining wall shall be erected or permitted to remain erected on any part of the burdened lot unless the material, height, appearance, location and design are approved in writing by Northern Residential Pty Ltd.
- b. No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high.
- c. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but (subject always to the other provisions of this instrument relating to fences) such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd.
- d. No main building shall be erected or permitted to remain erected on;
 - (i) Any of lots 2, 3, 4, 6, 7, 8, 10, 13, 15, 18, 21, 22, 23, 24, 27, 28 or 29 unless such main building has a floor area (including the floor area of any attached garage, patio or veranda) of not less than 180 square metres;
 - (ii) Any other burdened lot unless such main building has a floor area (including the floor area of any attached garage, patio or veranda) of not less than 200 square metres.
- e. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- f. No building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Northern Residential Pty Ltd who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

ePlan (DOC.1)

Page 4 of 11 Pages

Plan: **DP286694**

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. 1/2017

- g. No rainwater or other water storage tank shall be installed or be permitted to be installed on any burdened lot without the detail of style, appearance, and position having first been submitted to and approved in writing by Northern Residential Pty Ltd. Northern Residential Pty Ltd shall have absolute discretion to give approval, subject to any conditions such as but not limited to appropriate visual screening or location, without being obliged to furnish reasons for any such decision or conditions.
- h. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, rendered lightweight blocks, glass or other materials approved by Northern Residential Pty Ltd. Materials other than brick or glass shall not be permitted in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the satisfaction of Northern Residential Pty Ltd in its absolute discretion that appropriate use is made of each particular material in the design of the building.
- i. No building shall be erected or permitted to remain on the burdened lot:
 - (i) having what is commonly known as a flat roof unless otherwise approved in writing by Northern Residential Pty Ltd; or
 - (ii) having a roof constructed other than of corrugated metal (colorbond) or shingles in either case with such profiles and in such colours as have been approved by Northern Residential Pty Ltd.
- j. No carport shall be erected or permitted to remain erected on any burdened lot.
- k. No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened unless approved in writing by Northern Residential Pty Ltd.
- l. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete the appearance of which has been approved in writing by Northern Residential Pty Ltd.
- m. No For Sale sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its initial transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd. Such consent may be given or refused in the absolute discretion of Northern Residential Pty Ltd. Any sign advertisement or hoarding erected or displayed without prior consent may be removed by Northern Residential Pty Ltd without notice.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

ePlan (DOC.1)

Lengths are in metres

Page 5 of 11 Pages

Plan: **DP286694**

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. 1/2017

- n. No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.
- o. No temporary, partial or relocatable building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
- p. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless:
 - (i) the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd; and
 - (ii) the whole of the lot has been fenced in accordance with the terms of an approval which first must be obtained from Northern Residential Pty Ltd.
- q. Where a layback has been provided within the kerb and gutter across the frontage of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point. Accordingly no driveway access shall be constructed or utilised at any other point or location unless:
 - (i) the proprietor of the burdened lot has constructed a new layback at that alternative access point in accordance with the requirements of Newcastle City Council ("the Council").
 - (ii) where there is a concrete pathway at the alternative access point, that pathway is removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved, and restored to the satisfaction of the Council.
 - (iii) all street trees and associated tree guards which are removed in the process or which are considered by the Council to be too close to the new access point are removed and replaced with advanced trees of the same type and size to the satisfaction of the Council and Northern Residential Pty Limited.
 - (iv) the existing layback is reinstated to the satisfaction of the Council and, where a concrete pathway is in existence, the gap in that pathway is rectified to the satisfaction of the Council.
- r. Where there is no existing layback, then no driveway access shall be constructed or utilised unless the provisions contained in (q) (i) to (iii) inclusive are complied with.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE
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Lengths are in metres

Plan: **DP286694**

ePlan (DOC.1)

Page 6 of 11 Pages

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate

No. *1/2017*

- s. No trucks, machinery or commercial vehicles exceeding 2 tonnes unladen weight shall be permitted to remain on any Lot at any time. Nor shall any trailers, caravans, boats or the like be permitted to remain on any lot unless garaged or concealed by screening which has been approved by Northern Residential Pty Ltd.
- t. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- u. Where the approval or consent of Northern Residential Pty Limited is required by any of the above provisions, such approval or consent shall only be required for so long as Northern Residential Pty Limited is the registered proprietor of any lot in DP270583 or any lot created by subdivision of any lot in DP270583.
- v. Northern Residential Pty Limited may in its absolute discretion approve any application by or on behalf of a lot owner notwithstanding any non compliance with any restriction contained in Item 1 of Part 2.
- w. Any lot which is burdened or benefitted by this restriction on the use of land shall automatically be released from such burden or benefit (as the case may be) if and when it is dedicated as public land or becomes neighbourhood or community property, but only in respect of such part or parts thereof as are so dedicated or become neighbourhood or community property.



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

ePlan (DOC.1)

Page 7 of 11 Pages

Plan: **DP286694**

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate

No. 1/2017

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Northern Residential Pty Limited while it is the registered proprietor of any lot in DP270583 or any
lot created by subdivision of any lot in DP270583 and thereafter the registered proprietors for
the time being of the lots benefited.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT
SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The registered proprietors for the time being of the lots benefited.



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

Plan: **DP286694**

ePlan (DOC.1)

Page 8 of 11 Pages

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. **1/2017**

Executed by Northern Residential Pty Limited)
(ACN 103 878 931) in accordance with)
Section 127 of the Corporations Act 2001.)


Sole Director / Secretary

Julie Anne McNamlee
Name

Executed by G & M Outlook Pty Limited)
(ACN 154 895 691) in accordance with)
Section 127 of the Corporations Act 2001.)


Sole Director / Secretary

William Newman
Name



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

Plan: **DP286694**

ePlan (DOC.1)

Page 9 of 11 Pages

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate

No. 1/2017

Executed for and on behalf of AUSGRID by)

MICHAEL MCHUGH)

It's duly constituted Attorney pursuant to)
Power of Attorney registered Book 4641)
No. 639 in the presence of: [Signature] 4693)

631

[Signature]

Signature of Witness

LISA ANDERSON

Name of Witness

570 George Street
Sydney NSW 2000

Address of Witness

[Signature]

Signature of Attorney

[Signature]

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

Plan: **DP286694**

ePlan (DOC.1)

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Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. 1/2017

Executed for and on behalf of HUNTER)
WATER CORPORATION by its attorney)
PETER JAMES KEMBREY)
pursuant to Power of Attorney Registered)
Book 4695 No. 750)



Signature of Attorney



Signature of Witness

Name of Witness

Cheryl Louise Eube
Solicitor
36 Honeysuckle Drive, Newcastle

Address of Witness



INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.

Lengths are in metres

ePlan (DOC.1)

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Plan: **DP286694**

Subdivision of Lot 8 in DP 270583 and
covered by Subdivision Certificate
No. *1/2017*

Sighted by the Principal
Certifying Authority)

Garry Py

REGISTERED



22.2.2017

JP

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

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ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
 by Subdivision Certificate No. **23/2017**

Full name and address of the
 Proprietor of the land

Northern Residential Pty Limited
 PO Box 1164
 HUNTERS HILL NSW 2110

PART 1

| Number of item shown in the intention panel on the plan. | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened Lot(s) or Parcel(s) | Benefited Lot(s), Road(s), Bodies or Prescribed Authorities |
|--|---|------------------------------|---|
| 1 | Restriction on the Use of Land | Each and Every Lot | Every Other Lot and Lots 10 and 11 in DP 270583 |
| 2 | Easement to Drain Water 1 wide (C) | Lot 36 Lot 37 | Lot 37 and 30/286502 30/286502 |

PART 1A

| Number of item shown in the intention panel on the plan. | Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan. | Burdened Lot(s) or Parcel(s) | Benefited Lot(s), Road(s), Bodies or Prescribed Authorities |
|--|--|------------------------------|--|
| 1 | Easement for Electricity and Other Purposes 2 wide (DP 286650) | Lot 31 in DP 286694 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 2 | Easement for Pipeline 6 wide (DP 1191181) | Lot 31 in DP 286694 | Hunter Water Corporation |

PART 2

1. Terms of the Restriction on the Use of Land firstly referred to in the abovementioned plan.

a. No fence or retaining wall shall be erected or permitted to remain erected on any part of the burdened lot unless the material, height, appearance, location and design are approved in writing by Northern Residential Pty Ltd.

b. No fence shall be erected or permitted to remain erected on any side or rear



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

Page 2 of 9 Pages

ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. **23/2017**

boundary of any burdened lot unless it is at least 1.8 metres high.

- c. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but (subject always to the other provisions of this instrument relating to fences) such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd.
- d. No main building shall be erected or permitted to remain erected on any burdened lot having a floor area (including the floor area of any attached garage, patio or verandah) of less than 200 square metres.
- e. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- f. No building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Northern Residential Pty Ltd who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.
- g. No rainwater or other water storage tank shall be installed or be permitted to be installed on any burdened lot without the detail of style, appearance, and position having first been submitted to and approved in writing by Northern Residential Pty Ltd. Northern Residential Pty Ltd shall have absolute discretion to give approval, subject to any conditions such as but not limited to appropriate visual screening or location, without being obliged to furnish reasons for any such decision or conditions.
- h. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, rendered lightweight blocks, glass or other materials approved by Northern Residential Pty Ltd. Materials other than brick or glass shall not be permitted in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the satisfaction of Northern Residential Pty Ltd in its absolute discretion that appropriate use is made of each particular material in the design of the building.
- i. No building shall be erected or permitted to remain on the burdened lot:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED
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ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. **23/2017**

- (i) having what is commonly known as a flat roof unless otherwise approved in writing by Northern Residential Pty Ltd; or
- (ii) having a roof constructed other than of corrugated metal (colorbond) or shingles in either case with such profiles and in such colours as have been approved by Northern Residential Pty Ltd.
- j. No carport shall be erected or permitted to remain erected on any burdened lot.
- k. No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened unless approved in writing by Northern Residential Pty Ltd.
- l. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete the appearance of which has been approved in writing by Northern Residential Pty Ltd.
- m. No For Sale sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its initial transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd. Such consent may be given or refused in the absolute discretion of Northern Residential Pty Ltd. Any sign advertisement or hoarding erected or displayed without prior consent may be removed by Northern Residential Pty Ltd without notice.
- n. No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.
- o. No temporary, partial or relocatable building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
- p. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless:
 - (i) the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd; and
 - (ii) the whole of the lot has been fenced in accordance with the terms of an approval which first must be obtained from Northern Residential Pty Ltd.
- q. Where a layback has been provided within the kerb and gutter across the frontage

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED
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ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. **23/2017**

of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point. Accordingly no driveway access shall be constructed or utilised at any other point or location unless:

- (i) the proprietor of the burdened lot has constructed a new layback at that alternative access point in accordance with the requirements of Newcastle City Council ("the Council").
 - (ii) where there is a concrete pathway at the alternative access point, that pathway is removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved, and restored to the satisfaction of the Council.
 - (iii) All street trees and associated tree guards which are removed in the process or which are considered by the Council to be too close to the new access point are removed and replaced with advanced trees of the same type and size to the satisfaction of the Council and Northern Residential Pty Limited.
 - (iv) The existing layback is reinstated to the satisfaction of the Council and, where a concrete pathway is in existence, the gap in that pathway is rectified to the satisfaction of the Council.
- r. Where there is no existing layback, then no driveway access shall be constructed or utilised unless the provisions contained in (a) (i) to (iii) inclusive are complied with.
- s. No trucks, machinery or commercial vehicles exceeding 2 tonnes unladen weight shall be permitted to remain on any Lot at any time. Nor shall any trailers, caravans, boats or the like be permitted to remain on any lot unless garaged or concealed by screening which has been approved by Northern Residential Pty Ltd.
- t. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- u. Where the approval or consent of Northern Residential Pty Limited is required by any of the above provisions, such approval or consent shall only be required for so long as Northern Residential Pty Limited is the registered proprietor of any lot in DP270583 or any lot created by subdivision of any lot in DP270583.
- v. Northern Residential Pty Limited may in its absolute discretion approve any application by or on behalf of a lot owner notwithstanding any non compliance with any restriction contained in Item 1 of Part 2.
- w. Any lot which is burdened or benefitted by this restriction on the use of land shall automatically be released from such burden or benefit (as the case may be) if and when it is dedicated as public land or becomes neighbourhood or community property, but only in respect of such part or parts thereof as are so dedicated or become neighbourhood or community property.

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

Page 5 of 9 Pages

ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. 23/2017

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Northern Residential Pty Limited while it is the registered proprietor of any lot in DP270583 or any lot created by subdivision of any lot in DP270583 and thereafter the registered proprietors for the time being of the lots benefited.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT
SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The registered proprietors for the time being of the lots benefited.

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

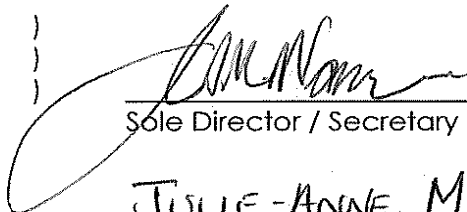
Page 6 of 9 Pages

ePlan (DOC.2)

Plan: **DP286694**

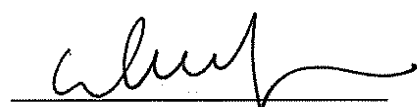
Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. 23/2017

Executed by Northern Residential Pty Limited
(ACN 103 878 931) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

JULIE-ANNE McNAMEE
Name

Executed by G & M Outlook Pty Limited
(ACN 154 895 691) in accordance with
Section 127 of the Corporations Act 2001.


Sole Director / Secretary

WILLIAM CNAMEE
Name

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

Page 8 of 9 Pages

ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. 23/2017

Executed for and on behalf of HUNTER)
WATER CORPORATION by its attorney)
PETER JAMES KEMBREY)
pursuant to Power of Attorney Registered)
Book 4695 No. 750)



Signature of Attorney



Signature of Witness

MARK RAYMOND HICKEY

Name of Witness

36 HONEYSUCKLE DRIVE
NEWCASTLE 2300

Address of Witness

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE
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Lengths are in metres

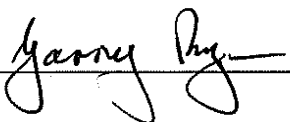
Page 9 of 9 Pages

ePlan (DOC.2)

Plan: **DP286694**

Subdivision of Lot 31 in DP 286694 covered
by Subdivision Certificate No. 23/2017

Sighted by the Principal)
Certifying Authority)

_____

REGISTERED



01.09.2017

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

(Document 3)

(Sheet 1 of 4 sheets)

Plan: DP286694

Plan of Subdivision of Lot 20 DP 286694

covered by Council Subdivision

Certificate No. *SC2022/0002* dated *07 April 2022*

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

Comsult Pty Ltd
6 Bermuda Place
Kings Park NSW 2148

PART 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|--|---|----------------------------------|--|
| 1. | Easement to Drain Water 2 Wide (B) | Lot 43 | Lot 44 |

PART 2 (Terms)

AUTHORITY whose consent is required to release, vary or modify the easement firstly
referred to in the abovementioned plan: **NEWCASTLE CITY COUNCIL**

LL *mm*
Initial.....

(Document 3)

(Sheet 2 of 4 sheets)

Plan: DP286694

Plan of Subdivision of Lot 20 DP 286694
covered by Council Subdivision

Certificate No. SC2022/00024 dated 07 April 2022

EXECUTED for and on behalf of **NEWCASTLE CITY COUNCIL** by its authorised delegate
pursuant to Section 377 of the Local Government Act 1993:



Electronic signature of
me, Stacey Stephens
affixed by me on 7 April
2022

.....
(Signature of Delegate)

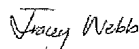
.....
Stacey Stephens

.....
(Name of Delegate)

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

TRACEY WEBB

.....
(Signature of Witness)



Electronic signature of me,
Tracey Webb
affixed by me on 7 April 2022

.....
(Name of Witness)

C/- 12 Stewart Avenue
NEWCASTLE WEST NSW 2302

.....
.....
(Address of Witness)

(Document 3)

(Sheet 3 of 4 sheets)

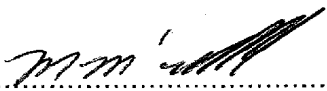
Plan: DP286694

Plan of Subdivision of Lot 20 DP 286694
covered by Council Subdivision

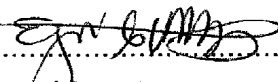
Certificate No. SC2022/00024 dated 07 April 2022

EXECUTED by CONSULT PTY LTD (ACN 623 845 241)

in accordance with Section 127 of the Corporations Act 2001 (Cth):


.....
Director

Myles McAuliffe
.....
Name (Please Print)


.....
Director / Secretary

Elizabeth McAuliffe
.....
Name (Please Print)

(Document 3)

(Sheet 4 of 4 sheets)

Plan: DP286694

Plan of Subdivision of Lot 20 DP 286694

covered by Council Subdivision

Certificate No. SC2022/00024 dated 07 April 2022

NATIONAL AUSTRALIA BANK LIMITED:

Mortgagee under Mortgage No. AP959226
Signed at Baulkham Hills this 12th day of July
2022 for National Australia Bank Limited ABN 12 004 044 937
by DAVID SOULMAN its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 4 Attorney [Signature]
Witness Signature [Signature]
Witness Name JOHN KREZO
Witness Address 5/10 Century Ct Baulkham Hills
NSW 2153

REGISTERED:



25.8.2022

DP286694

ePlan

NEIGHBOURHOOD MANAGEMENT STATEMENT

“THE OUTLOOK”

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

Page 1 of 20

REGISTERED



22.2.2017

DP286694

ePlan

INDEX "THE OUTLOOK" NEIGHBOURHOOD MANAGEMENT STATEMENT

Part 1 By Laws Fixing Details of Development

- | | | |
|----|----------|---|
| 1. | By-law 1 | 1-38 From Community Management Statement |
| 2. | By-law 2 | Provision of Services |
| 3. | By-law 3 | Neighbourhood Property |
| 4. | By-law 4 | Architectural and Landscaping Standard |
| 5. | By-law 5 | Making and amending Architectural Standards & Landscaping Standards |
| 6. | By-law 6 | Construction on Neighbourhood Property |
| 7. | By-law 7 | No Inappropriate Use |
| 8. | By-law 8 | Maintenance of Structures & Landscaping on Lot |

Part 2 Restricted Neighbourhood Property

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| 9. | By-law 9 | There is no Restricted Neighbourhood Property |
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Part 3 Mandatory Matters

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| 10. | By-law 10 | Open Access Ways or Private Access Ways |
| 11. | By-law 11 | Neighbourhood Property |
| 12. | By-law 12 | Internal Fencing |
| 13. | By-law 13 | Garbage |
| 14. | By-law 14 | Statutory Services |
| 15. | By-law 15 | Insurance |
| 16. | By-law 16 | Executive Committee |

Part 4 Optional Matters

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| 17. | By-law 17 | Neighbourhood Association's Right to Contract |
| 18. | By-law 18 | Neighbourhood Association's Right to Recover Money |
| 19. | By-law 19 | Reimbursement of Costs, Charges and Expenses |
| 20. | By-law 20 | Interest on Overdue Money |
| 21. | By-law 21 | Rules |
| 22. | By-law 22 | Compliance with Requirements of Authorities |
| 23. | By-law 23 | Notices to be Observed |
| 24. | By-law 24 | Instructing Contractors |
| 25. | By-law 25 | Communications with Neighbourhood Association |
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Part 5 By Laws Required by Public Authorities

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| 31. | By-law 31 | Bushfire Maintenance |
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Part 6 Definitions, Interpretation & General

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| 32. | By-law 32 | Definitions, Interpretation & General |
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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

FORM 30

COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

Terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Plan.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270583 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

1. BY-LAW 1 1-38 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1. Proprietors of a Lot and the Neighbourhood Association must comply with By-Law 3 in the Community Management Statement in relation to any proposal to carry out New Constructions.

2. BY-LAW 2 PROVISION OF SERVICES

- 2.1. Under section 24(2) of the Management Act, the Neighbourhood Association intends to enter into an agreement with the Community Association empowering it with the exclusive right to provide management, operational or maintenance services or procure the provision of those services for the Neighbourhood Association.

3. BY-LAW 3 NEIGHBOURHOOD PROPERTY

- 3.1. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of the Neighbourhood Property.
- 3.2. The proprietor or occupier of a Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
- 3.3. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his own purposes any part of the Neighbourhood Property.
- 3.4. The proprietor or occupier of a Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
- 3.5. If a proprietor of a Lot causes damage to Neighbourhood Property (including, without limitation, any road, or paved area, landscape feature, lawn, garden, tree, shrub, plant or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.
- 3.6. The proprietor of any Lot shall be responsible to ensure that any guests comply with the provisions of this By-Law.

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4. BY-LAW 4 ARCHITECTURAL AND LANDSCAPING STANDARDS

4.1. The Architectural Standards and Landscape Standards as required by the Community Management Statement bind:

- (a) The Neighbourhood Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot

Other than the Original Proprietor.

4.2. Subject to By-Law 5, the Neighbourhood Association may determine its own standards provided that such standards are approved in accordance with By Law 3 of the Community Management Statement.

5. BY-LAW 5 MAKING AND AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

5.1. The Original Proprietor may from time to time create, adopt, add to or alter Architectural and Landscaping Standards for the Neighbourhood Property and any Lot in the Neighbourhood Plan.

5.2. No proprietor of a Lot other than the Original Proprietor is entitled to amend the standards in any way without the prior written consent of:

- (a) the Neighbourhood Association or, where the Neighbourhood Association has delegated the authority, that delegate; and
- (b) the Original Proprietor.

5.3. The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Neighbourhood Association upon payment of a reasonable fee.

5.4. The Landscape Standards and Architectural Standards may be set for any Neighbourhood Development Lot by the Original Proprietor, or the Neighbourhood Association but only if the Original Proprietor gives its consent.

5.5. Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.

5.6. The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee the Design Review Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 5.7 to 5.12.

5.7. No Building Modification, New Construction, fencing construction or modification, landscape construction or modification and retaining wall or modification may commence or take place on any Lot in the neighbourhood plan, until the plans

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and specifications for it have been approved in writing by the Original Proprietor as to:

- (a) suitability to design;
- (b) colour and materials;
- (c) quality of design, and materials;
- (d) harmony of existing design and existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography; and
- (g) harmony with existing landscaping; or

for landscaping modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.

- 5.8. Any plans and specifications submitted pursuant to By Law 5.7 must be to the standard required from time to time by the Original Proprietor.
- 5.9. The Architectural Standards and/or Landscaping Standards which are current from time to time shall operate as guidelines only and shall not be binding on the original Proprietor which shall at all times retain an overriding discretion as to whether it may approve or disapprove any application of the kind referred to in By-Law 5.7.
- 5.10. The original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Neighbourhood Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 5.11. If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 5.12. A decision of the Original Proprietor is binding on any applicant for an approval.

6. BY-LAW 6 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

- 6.1. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association:
 - (a) Construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
 - (b) Attach any item as a fixture or otherwise to Neighbourhood Property; or
 - (c) Alter Neighbourhood Property.
- 6.2. Any constructions, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Neighbourhood Association must, unless the

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Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction attachment or alteration was proprietor or occupier.

7. **BY-LAW 7 NO INAPPROPRIATE USE**

The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

8. **BY-LAW 8 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON LOT**

- 8.1. The proprietor or occupier of a Lot must not keep heavy machinery, trucks or the like having an unladen weight in excess of 2 tonnes upon the Lot at any time. Nor shall the proprietor or occupier of a Lot keep trailers, boats, caravans or the like upon the Lot unless garaged or concealed by screening which has been approved by the Neighbourhood Association and the Original Owner.
- 8.2. The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 8.3. The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a standard equivalent to any reasonable standard as may be set by the Neighbourhood Association from time to time under the Architectural Standards and Landscape Standards, and no changes may be made to any structures or landscaping on the lot without the consent of the Neighbourhood Association.
- 8.4. The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.
- 8.5. The Neighbourhood Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.
- 8.6. The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association and the Original Owner in accordance with By-Law 5.8:
 - (a) Construct any structure including, without limitation, any fence, screens, pergola or awning on the Lot;
 - (b) Attach any item as a fixture or otherwise on the Lot; or
 - (c) Alter the external walls or the colour thereof of any structure or building erected on the Lot.
- 8.7. If a proprietor of a Lot causes damage to the landscaping (including without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plan or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring same.

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PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

9. **BY-LAW 9 THERE IS NO RESTRICTED NEIGHBOURHOOD PROPERTY**
There is no Restricted Neighbourhood Property

PART 3

MANDATORY MATTERS

10. **BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

There are no open access ways or private access ways.

11. **BY-LAW 11 NEIGHBOURHOOD PROPERTY**

There are no facilities on Neighbourhood Property within the Neighbourhood Plan except for the Service Lines.

There are no fencing requirements in relation to the Neighbourhood Property

12. **BY-LAW 12 INTERNAL FENCING**

There are no matters affecting the provision of and payment for internal fencing on the neighbourhood parcel and there are no obligations on the neighbourhood association in respect of internal fencing on the neighbourhood parcel.

13. **BY-LAW 13 GARBAGE**

- 13.1. All Lots within the Neighbourhood Scheme must store their garbage in containers approved by the Executive Committee and same must be kept secure and hidden from view from outside the Lot until collection in accordance with garbage collection services provided by Newcastle City Council.

- 13.2. The Neighbourhood Association may from time to time regulate the procedures for garbage collection in accordance with requirements of the Council.

14. **BY-LAW 14 STATUTORY SERVICES**

- 14.1. On installation of a Service Line, a statutory easement may be created over the parts of the Community Parcel for the provision of Services through Service Lines.

- 14.2. The Service Providers and other owners of Service Lines must maintain and repair their respective Service under any statutory rights or obligations of the Service Provider.

- 14.3. If a Service is provided after the registration of the Management Statement, the Neighbourhood Association must prepare a Prescribed Diagram and the Neighbourhood Association must:

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- (a) give its consent to the Prescribed Diagram; and
- (b) make available all necessary documents including the certificate of title for the Neighbourhood Property to facilitate the registration of the Prescribed Diagram; and
- (c) if Service Lines are not installed as intended in dedicated public roads then the Neighbourhood Association must prepare and register a Prescribed Diagram showing the Service Lines as installed. All members of Neighbourhood Association must consent to any Prescribed Diagram.

15. BY-LAW 15 INSURANCE

15.1. The Neighbourhood Association must take out insurance required under the Management Act.

15.2. The Neighbourhood Association must review on an annual basis:

- (a) All insurances affected by it; and
- (b) The need for new or additional insurances

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

15.4. The Neighbourhood Association must immediately:

- (a) affect new insurances; or
- (b) vary or extend existing insurances,
- (c) if there is an increase in risk;
- (d) or a new risk to the Neighbourhood Property.

15.5. A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:

- (a) Void or prejudice insurance affected by the Neighbourhood Association; or
- (b) Increase any insurance premium payable by the Neighbourhood Association

16. BY-LAW 16 EXECUTIVE COMMITTEE

Constitution

16.1. The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of part 2 of the Management Act.

Notice Board

16.2. The Executive Committee must fix a notice board to some part of Community Property.

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Meetings

- 16.3. The Executive Committee may, subject to By-Laws 16.6 and 16.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 16.4. The Secretary or a member of the Executive Committee who convenes a meeting must, not less than 24 hours immediately before the Neighbourhood Executive Committee holds a meeting, display on the notice board:

- (a) The notice of intention to hold the meeting; and
- (b) The proposed agenda for the meeting

Meeting Agenda

- 16.5. The agenda for a meeting must include details of all business to be dealt with at that meeting.

No business may be dealt with at meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 16.6. Meetings must be held within a radius of 20 km from the Community Parcel.

Meeting at Request of Members

- 16.7. The Secretary or in his absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 16.8. Where:

- (a) By-Law 16.4 has been complied with in relation to a meeting;
- (b) Each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) The resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

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15.9A A proprietor who is not the Original Proprietor of a Lot or, where that proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

15.9B A proprietor who is the Original Proprietor of a Lot or, where that proprietor is a corporation, the company nominee of the corporation, may attend a meeting and that person may, in its absolute discretion, address the meeting.

Minutes of Meetings

16.10. Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

16.11. The Executive Committee must, within 7 days after holding a meeting, display a copy of the Minutes of that meeting on the notice board.

The minutes of a Executive Committee meeting must remain on the notice board for a period of at least 14 days.

Functions of a Secretary

16.12. The Functions of the Secretary include:

- (a) Preparing and distributing the minutes of meetings of the Neighbourhood Association and the Executive Committee;
- (b) Giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
- (c) Maintaining the Neighbourhood Association roll;
- (d) Supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
- (e) Answering communications addressed to the Neighbourhood Association or the Executive Committee;
- (f) Convening meeting of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
- (g) Performing administrative or secretarial functions on behalf of the Neighbourhood Association;
- (h) Performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) Keeping records under part 3 of Schedule 1 and part 3 Schedule 3 of the Management Act.

Functions of the Treasurer

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16.13. The functions of the Treasurer include:

- (a) The functions set out in Section 36(1) of the Management Act;
- (b) Notifying proprietors of lots of any contributions of any contributions levied under the Management Act and collecting such contributions;
- (c) Receiving, acknowledging, banking and accounting for any monies paid to the Neighbourhood Association;
- (d) Preparing any certificate applied for under paragraphs Section 26 and clause 2 of Schedule 4 of the Management Act;
- (e) Keeping prescribed accounting records under clause 10 of Schedule 1 of the Management Act; and
- (f) Preparing financial statements under Clause 11 of Schedule 1 of the Management Act.
- (g) Notifying proprietors of Lots within the Neighbourhood Plan of any contribution levied under this Neighbourhood Statement and collecting such contribution.

Sub Committee

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

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

No Remuneration

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

Protection of Neighbourhood Executive Committee Members from Liability

16.16. No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except due to fraud or negligence on the part of that member.

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PART 4

OPTIONAL MATTERS

17. BY-LAW 17 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO CONTRACT

The Neighbourhood Association may contract with persons to provide amenities or services to proprietors or occupiers of Neighbourhood Lots in the Neighbourhood Plan if the Community Association does not do so on its own behalf or on behalf of the Neighbourhood Association under Clause 57 of the Community Management Statement.

18. BY-LAW 18 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

19. BY-LAW 19 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

19.1. A proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

19.2. The costs, charges and expenses under By-Law 19.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administration costs in connection with those events.

20. BY-LAW 20 INTEREST ON OVERDUE MONEY

20.1. A proprietor or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act that has become due for payment and remains unpaid from and including the date it becomes due for payment.

20.2. During the period that an amount under By-Law 20.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.

20.3. Interest which is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 20.2.

20.4. Nothing in this By-Law 20 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

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21. BY-LAW 21 RULES

21.1. The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel.

21.2. The Neighbourhood Association may at any time add to or alter the rules.

21.3. The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.

21.4. Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

22. BY-LAW 22 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

A proprietor or occupier of a Lot must comply on time with all requirements and order of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

23. BY-LAW 23 NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot must comply on time with all notice from authorities and all laws in connection with notices relating to the Lot.

24. BY-LAW 24 INSTRUCTING CONTRACTORS

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorized to do so by the Neighbourhood Association.

25. BY-LAW 25 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

Complaints, notices or applicants to or request for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent appointed or if there is no managing agent, to the secretary of the Executive Committee.

26. BY-LAW 26 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

An approval, notice or authorization by the Neighbourhood Association under the By-Laws must be in writing.

27. BY-LAW 27 APPROVALS BY NEIGHBOURHOOD ASSOCIATION

The Neighbourhood Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

28. BY-LAW 28 NO INTERFERENCE

A proprietor or occupier of a Lot shall not:

- (a) Do anything or permit anything to be done in relation to that Lot so that;

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- (i) Any support or shelter provided by that Lot for another Lot or Neighbourhood Property or any part of it is interfered with; or
- (ii) Service Lines, garbage services, Private Services or any services within the Neighbourhood Scheme owned by a Service Provider are interfered with; or
- (b) Use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Lot or Authorised Person.

29. BY-LAW 29 MAINTENANCE OF VACANT LOTS

29.1. A proprietor of a Lot must:

- (a) if that Lot is vacant, and until such time as building operations on that Lot commence;
 - (i) maintain that Lot to an acceptable standard;
 - (ii) keep the Lot free from debris and rubbish; and
- (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

30. BY-LAW 30 STATUTORY EASEMENTS

It is intended not to create any statutory rights in accordance with Clause 36 of the Community Land Development Act 1898.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

These By-Laws may not be amended or revoked without the consent of the public authority – see Schedule 4 clause 4 of the Development Act

31. BY-LAW 31 BUSHFIRE MAINTENANCE

None as the responsibility to carryout the requirements in the report prepared by the Australian Bushfire Protection Planners dated 25 May 2013 is imposed by the Department of Planning upon the Community Association.

PART 5

DEFINITIONS, INTERPRETATION AND GENERAL

32. BY-LAW 32 DEFINITIONS, INTERPRETATION AND GENERAL

32.1. The following words have these meanings in the By-Laws unless the contrary intention appears:

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Annual General Meeting means annual general meeting of the Neighbourhood Association other than the first annual general meeting.

Applicant means:

- (a) In relation to an application to add to or alter the architectural standards – a proprietor of a Lot or his representative who applies to the Neighbourhood Association for the addition to alteration; or
- (b) In relation to a Building Modification, or a New Construction – a proprietor of a Lot or his representative who submits plans and specifications to the review sub-committee for approval.

Architectural Standards means the architectural standards referred to in By-Laws 4 and 5 of this Statement and includes building and/or landscaping guidelines issued from time to time by the Original Proprietor pursuant to By-Law 5.

Authorised Person means a person on the Neighbourhood Parcel with the express or implied consent of a proprietor of a Lot or the Neighbourhood Association or means representatives or employees of Newcastle City Council undertaking Council duties.

Board means the Community Schemes Board constituted under the Management Act.

Building Modification means any modification, addition, alteration or exterior colour change made of or to an existing building or structure (including fences and retaining walls) on Neighbourhood Property, or a Lot.

By-Law means a By-Law included in the Management Statement.

Community Association means the community association created on registration of Deposited Plan 270583.

Community Titles Legislation means the Development Act, the Management Act and the cognate legislation.

Concept Plan means the plan marked "Concept Plan" contained in the Management Statement.

Council means Newcastle City Council.

Development Act means the Community Land Development Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

First Annual General Meeting means the meeting convened and held pursuant to Section 9 of the Management Act.

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Function includes a power, authority and duty.

General Meeting means as annual general meeting or a special meeting of the Neighbourhood Association.

Lot means a lot in the Neighbourhood Plan.

Management Act means the Community Land Management Act, 1989 and regulations made under it.

Management Statement means the statement registered with the Neighbourhood Plan from time to time added to, modified or amended in accordance with the Community Title Legislation.

Managing Agent means an agent appointed under Section 50 of the Management Act.

Neighbourhood Association means the corporation that:

- (a) Is constituted by Section 25 of the Development Act on registration of a Neighbourhood Plan; and
- (b) Is established as a Neighbourhood Association by Section 5 of the Management Act.

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

Neighbourhood Plan means deposited plan number [].

Neighbourhood Property means the land shown as neighbourhood property in the Neighbourhood Plan.

Neighbourhood Scheme means:

- (a) The subdivision of the land by the Neighbourhood Plan;
- (b) The proposals in any related Development Contact; and
- (c) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interest in or occupying Lots.

New Constructions means building work that is intended to be carried out on Neighbourhood Property or a Lot (including fences and retaining walls).

Original Proprietor means the original proprietor of all Lots in the Neighbourhood Plan or the Community Association if the Original Owner gives notice to the community Association that it relinquishes its powers under By-Law 36 of the Community Management Statement.

Prescribed Diagram means the diagram relating to the Services Lines marked "Plan of Service work as Executed" contained in the Management Statement and prescribed by Section 36 of the Development Act.

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Private Service means a service running through or servicing Lots or Neighbourhood Property.

Rules means the rules made pursuant to By-Law 21.

Secretary means the secretary of the Neighbourhood Association.

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority including without limitation, Advance Energy, Telstra, Alinta or the Council.

Statutory Service means a service running through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Treasurer means the treasurer of the Neighbourhood Association.

32.2. In the By-Laws unless the contrary intention appears:

- (a) A reference to an instrument includes any variation or replacement of it;
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;
- (d) The word "person" includes a firm, a body corporate, an association or an authority;
- (e) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns.
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

32.3. If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws has full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

32.4. The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

DP286694

ePlan

- 32.5. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies by law independently of the By-Laws.
- 32.6. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers of functions being transferred to any other organization or person deemed to be a reference to the organization or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 32.7. Any word or expression used in the Management Statement where the first letter is capitalized is a defined term. If such word or expression is not specifically defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

DP286694

ePlan

SIGNATURES, CONSENT AND APPROVALS

DATED 1ST DAY OF FEBRUARY 2017.
~~2008.~~

EXECUTED by NORTHERN RESIDENTIAL
PTY LIMITED ACN 103 878 931 pursuant
to s.127 of the Corporations Act 2001 by:

Director

Director/Secretary

Name

Name

JULIE ANNE McNAMEE

CERTIFICATE OF APPROVAL

It is certified:

- (a) That the consent authority has approval of the development described in Development Application No. 06_0031
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated: 31/1/2017

Signature on behalf of consent authority

Garry Py

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

0182283.1:kbb

Page 20 of 20

REGISTERED



22.2.2017



DP286155 C

NEIGHBOURHOOD
DEVELOPMENT CONTRACT

Neighbourhood Subdivision of Lot 4 in DP270583



DP286155

Sheet 2 of 4 Sheets

Community Land Development Act, 1989

Neighbourhood Development Contract

Warning

1. This contract contains details of a neighbourhood scheme which is proposed to be developed on the land described in it. Interested persons are asdvised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989.

If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.

2. This contract should not be considered alone, but in conjunction with the results of the searches and enquiries normally made in respect of a neighbourhood lot in the scheme concerned. Attention is drawn in particular to the neighbourhood management statement registered at the Land and Property Information with this contract, which statement sets out the management rules governing the neighbourhood scheme and provides details of the rights and obligations of lot owners under this scheme.
3. Further particulars about the details of the scheme are available in major project approval number 06_0031.
4. The terms of this contract are binding on the original proprietor any purchaser, lessee or occupier of a neighbourhood scheme. In addition, the original proprietor covenants with the neighbourhood association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the neighbourhood scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

DP286155

Sheet 3 of 4 Sheets

Part 2

Original Proprietors Rights and Undertakings

UNDERTAKING BY THE ORIGINAL PROPRIETOR

Northern Residential Pty Limited c/- Hicksons Lawyers, 32/2 Park Street, Sydney NSW 2000, being the original proprietors, undertake that:

- (a) there are no additional amenities or facilities required to be provided in respect of the neighbourhood scheme; and
- (b) there is no further work to be carried out by the original proprietors on the parcel to which this development contract relates.

DATED 20 day of July 2008

EXECUTED by NORTHERN)
RESIDENTIAL PTY LIMITED ACN)
103 878 931 pursuant to s.127 of the)
Corporations Act 2001 by:)

Director

Print Name

Director/Secretary

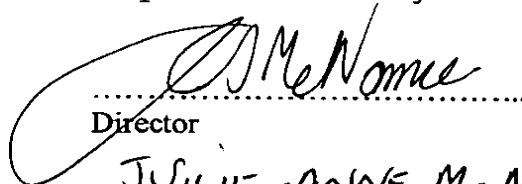
Print Name

DP286155


Part 3

Signatures, Consents, Approval

EXECUTED by NORTHERN)
RESIDENTIAL PTY LIMITED ACN)
103 878 931 pursuant to s.127 of the)
Corporations Act 2001 by:)


.....
Director

JULIE-ANNE MCNAMEE
.....
Print Name

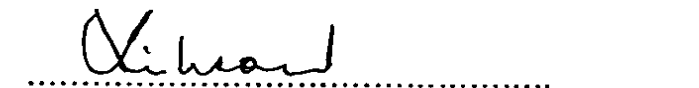

.....
~~Director/Secretary~~
Acting
ANNE L. SANDEMAN
.....
Print Name

Certificate of Approval

It is certified that:

- (a) the consent authority has approved of the development described in Development Application No.06_0031; and
- (b) the terms and conditions of this development contract are not inconsistent with that development as approved.

Dated:


.....
~~Signature on behalf of consent authority~~
Principal Certifying Authority

LOCATION DIAGRAM

1:800



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

SCHEDULE OF CHANGES TO
THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|------------|---------|--------------|
|------------|---------|--------------|


| | | |
|--|--|--|
| | | |
|--|--|--|

Subdivision Certificate No **423/e8**

Date of Survey: 29/2/2008

Surveyor: PETER JAMES JOHNSON

Surveyor's Ref: 50030LO4

Registered  25.6.2009

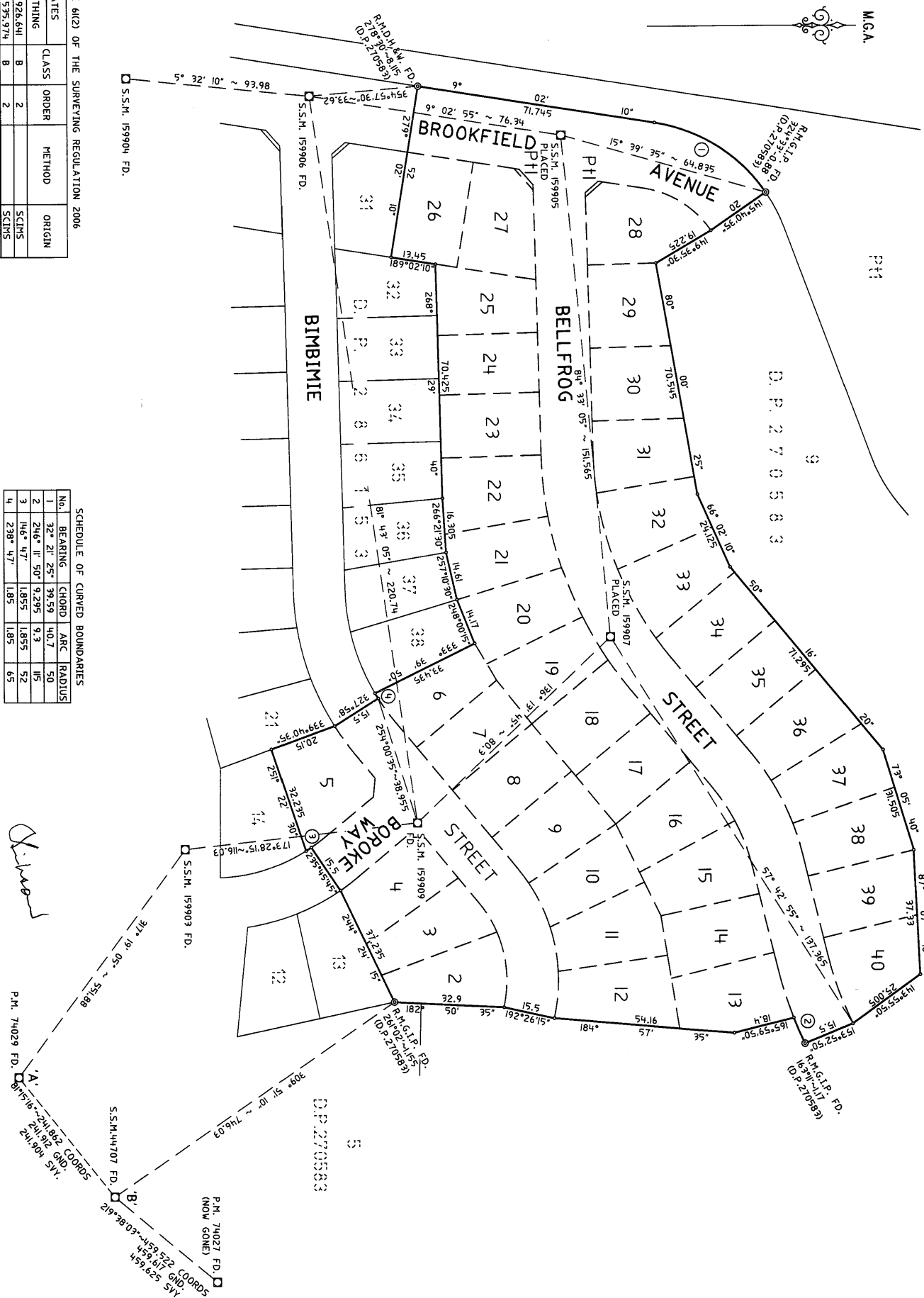
© MIMMUNTHREINGNEIGHBOURHOOD PLAN



DP286155 P



DETAIL PLAN IN 2 SHEETS



| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 1 | 32° 21' 25" | 39.59 | 40.7 | 50 |
| 2 | 246° 41' 50" | 9.295 | 9.3 | 115 |
| 3 | 146° 47' | 1.855 | 1.855 | 52 |
| 4 | 238° 47' | 1.85 | 1.85 | 65 |

| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | ORIGIN |
|--------------|---------------------|---------------|-------|-------|--------|-----------------------|
| | EASTING | NORTHING | | | | |
| P.M.14027 | 372 830.879 | 6 361 926.641 | B | 2 | | SCIMS |
| P.M.14029 | 372 298.708 | 6 361 575.974 | B | 2 | | SCIMS |
| S.S.M.14707 | 372 537.758 | 6 361 572.748 | B | 2 | | SCIMS |
| S.S.M.159905 | 371 705 | 6 362 100.5 | U | | | CONSTITUTIONAL PLACED |
| S.S.M.159907 | 371 853.9 | 6 362 114.9 | U | | | CONSTITUTIONAL PLACED |

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29/2/2008
Surveyor's Ref: 50030L04

PLAN OF SUBDIVISION OF LOT 4 IN
D.P. 270583

LGA: NEWCASTLE

Locality: MINMI
Subdivision No: 423/08
Lengths are in metres. Reduction Ratio: 1:800

Registered

AB 25.6.2009

D.P. 286155

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

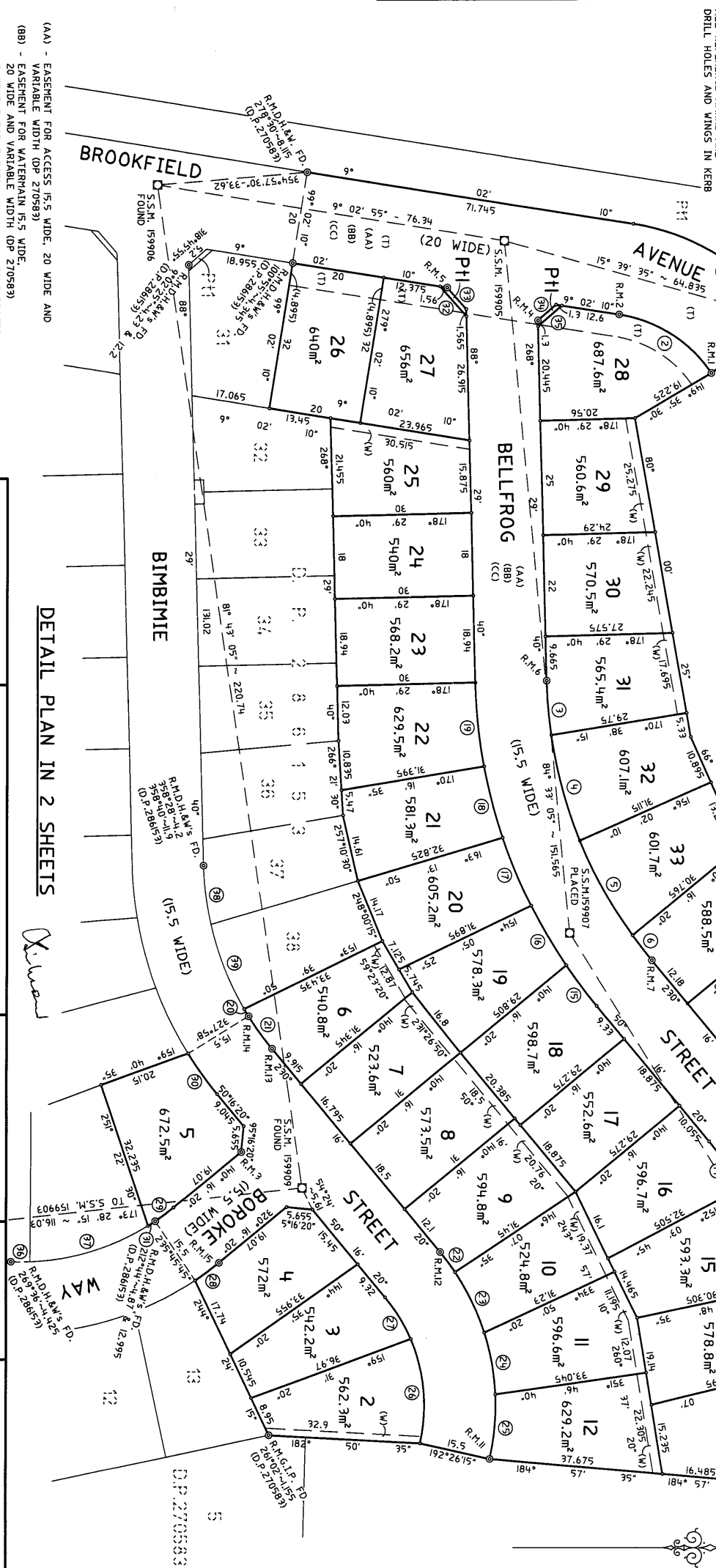
Sheet 3 of 4 sheets

PLAN FORM 2 (A2)

| No. | BEARING | DISTANCE |
|--------|--------------|----------------|
| R.M.1 | 132° 00' | 4.5 & 12.1 |
| R.M.2 | 99° 02' | 4.35 & 11.675 |
| R.M.3 | 230° 15' | 4.455 & 12.26 |
| R.M.4 | 9° 02' | 4.27 & 12.2 |
| R.M.5 | 279° 02' 30" | 4.2 & 11.73 |
| R.M.6 | 338° 29' 30" | 4.25 & 11.95 |
| R.M.7 | 320° 15' 20" | 4.35 & 12 |
| R.M.8 | 320° 15' 20" | 4.345 & 11.975 |
| R.M.9 | 346° 33' | 4.395 & 11.965 |
| R.M.10 | 355° 26' 30" | 4.345 |
| R.M.11 | 169° 47' | 11.935 |
| R.M.12 | 320° 08' 45" | 4.66 & 13.335 |
| R.M.13 | 320° 13' 30" | 12.005 |
| R.M.14 | 320° 14' | 12.05 |
| R.M.15 | 327° 52' | 4.345 |
| R.M.16 | 327° 56' | 12.055 |
| R.M.17 | 32° 43' | 3.51 & 11.935 |

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|-------|--------|
| 1 | 32° 21' 25" | 39.59 | 40.7 | 50 |
| 2 | 32° 21' 25" | 23.75 | 24.42 | 30 |
| 3 | 265° 09' 30" | 11.92 | 11.93 | 9.5 |
| 4 | 254° 04' 30" | 23.845 | 23.9 | 9.5 |
| 5 | 244° 02' | 23.66 | 23.72 | 9.5 |
| 6 | 132° 14' 15" | 6.825 | 6.825 | 9.5 |
| 7 | 123° 42' 35" | 9.935 | 9.94 | 7.5 |
| 8 | 213° 18' 10" | 14.44 | 14.46 | 7.5 |
| 9 | 252° 27' 10" | 9.65 | 9.655 | 7.5 |
| 10 | 249° 59' 55" | 21.21 | 21.25 | 9.5 |
| 11 | 246° 11' 50" | 9.295 | 9.3 | 11.5 |
| 12 | 125° 19' | 15.25 | 15.26 | 11.5 |
| 13 | 69° 04' 35" | 14.71 | 14.74 | 60 |
| 14 | 156° 01' 50" | 12.3 | 12.32 | 60 |
| 15 | 159° 01' 50" | 11.07 | 11.07 | 60 |
| 16 | 159° 32' 20" | 15.04 | 15.06 | 11.5 |
| 17 | 17° 30' | 16.05 | 16.06 | 11.5 |
| 18 | 75° 18' | 16.06 | 16.08 | 11.5 |
| 19 | 75° 54' | 16.13 | 16.15 | 11.5 |
| 20 | 128° 47' | 1.85 | 1.85 | 65 |

ALL REFERENCE MARKS ARE
DRILL HOLES AND WINGS IN KERB



DETAIL PLAN IN 2 SHEETS

Signature

SURVEYOR PETER JAMES JOHNSON

PLAN OF SUBDIVISION OF LOT 4 IN
D.P. 270583

LOCALITY: NEWCASTLE

Registered

D.P. 286155

BEARING FOR RM6 AMENDED VIDE 2017-870

9.8.2017

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD LOT ONLY

M.G.A.

9

D.P. 270583

BELFRUG STREET

AVENUE

DIAGRAM
N.T.S.

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|----------|-------|-----|--------|
| 32 | 228° 46' | 8.665 | | |
| 33 | 48° 46' | 6.26 | | |
| 34 | 318° 46' | 5.205 | | |
| 35 | 138° 46' | 6.865 | | |

(1) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE VARIABLE WIDTH (D.P.270583)



Diagram

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29/2/2008
Surveyor's Ref: 50030LO4

PLAN OF SUBDIVISION OF LOT 4 IN
D.P. 270583

LGA: NEWCASTLE
Locality: HINTILL
Subdivision No: 423108
Lengths are in metres, Reduction Ratio: 1:400

Registered

25.6.2009

D.P. 286155

DP 286155

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

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

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

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED:-

TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER, 2 WIDE
3. RESTRICTION ON THE USE OF LAND

TO RELEASE:

1. EASEMENT TO DRAIN WATER, VARIABLE WIDTH

SUBJECT TO THE RESTRICTION ON THE USE OF LAND, EASEMENT FOR ACCESS, EASEMENT FOR WATERMAIN AND EASEMENT FOR ELECTRICITY AND OTHER PURPOSES IT IS INTENDED TO DEDICATE BELLFROG STREET AND THE EXTENSION OF BROOKFIELD AVENUE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE EXTENSION OF BIMBIMIE STREET AND BOROKE WAY TO THE PUBLIC AS PUBLIC ROAD.

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Date:

File Number:

Office:

Subdivision Certificate

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

Subdivision & new road set out herein
(insert 'subdivision' or 'new road')

* (Authorised Person/General Manager/Accredited Certifier)

Consent Authority Minister of PLANNING

Date of Endorsement 21.7.08

Accreditation No. BPB 0136

Subdivision Certificate No. 423/08

File No. MP06 0031 Mod 2

* Delete whichever is inapplicable



DP286155 S

(Doc. A)

Registered:  AB 25.6.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 4 D.P.270583

LGA: NEWCASTLE

Locality: MINMI

Parish: HEXHAM

County: NORTHUMBERLAND

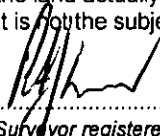
Surveying Regulation, 2006

I, PETER JAMES JOHNSON
of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
a surveyor registered under the **Surveying Act, 2002**, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the **Surveying Regulation, 2006**
and was completed on

29 February 2008

The survey relates to LOTS 1-40 INCLUSIVE

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

Signature  Dated: 30-6-2008
Surveyor registered under the **Surveying Act, 2002**

Datum Line: 'A'-'B'
Type: Urban / Rural

Plans used in the preparation of survey/compilation

DP 270583
DP 286153
DP 286154

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

SURVEYOR'S REFERENCE: 50030L04

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ...2. of ...4. sheets

PLAN OF SUBDIVISION OF LOT 4
D.P.270583

D.P. 286155

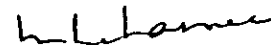
(DOC. A)

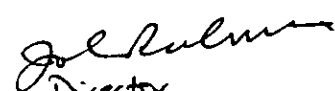
Registered:  18 25.6.2009

Subdivision Certificate No: 423/08

Date of Endorsement: 21.07.08

Executed by Jv M McNamee
Holdings Pty Limited pursuant to
sec 127 of the Corporations Act
2001 by:


Director
Margaret McNamee


Director
John Boden McNamee

NORTHERN RESIDENTIAL PTY LIMITED


Director

JULIE-ANNE MCNAMEE


DIRECTOR/SECRETARY

ALAN OSBURN.


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS



DAMAN GORMAN

MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


Witness MARTIN CALDERWOOD


Signature

Signature

Book 4475
No 47

SURVEYOR'S REFERENCE: 50030L04

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 4
D.P.270583

D.P. 286155

(DOC.A)

Registered



AB 25.6.2009

Subdivision Certificate No.: 423/08

Date of Endorsement: 21.7.08

Name of Development if any

THE OUTLOOK

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

This Sheet shows an initial schedule of unit entitlements for the ~~*Community*~~~~*Precinct*~~ Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets numbered sheet 3a, 3B etc as the circumstances require.

* Strike out whichever is inapplicable

I, TODD ANDREW HADLEY
of MID VALUERS, GOSFORD
being a valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~*this sheet*~~ these sheets are based on valuations made by me on # 24 JUNE 2008

Signature Todd Hadley Dated 3/7/08

* Strike out whichever is inapplicable / Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

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

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|---------|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 82 | |
| 3 | 81 | |
| 4 | 81 | |
| 5 | 88 | |
| 6 | 80 | |
| 7 | 76 | |
| 8 | 79 | |
| 9 | 79 | |
| 10 | 75 | |
| 11 | 79 | |
| 12 | 79 | |
| 13 | 82 | |
| 14 | 79 | |
| 15 | 83 | |

CONTINUED OVER

SURVEYOR'S REFERENCE: 50030L04

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

PLAN OF SUBDIVISION OF LOT 4
D.P.270583

D.P. 286155

(Doc. A)

Registered:  AB 25.6.2009

Subdivision Certificate No: 423/08

Date of Endorsement: 21.07.08

SCHEDULE OF UNIT ENTITLEMENT

INITIAL SCHEDULE (cont.)

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|------------------|-------------|
| 16 | 80 | |
| 17 | 80 | |
| 18 | 82 | |
| 19 | 78 | |
| 20 | 78 | |
| 21 | 78 | |
| 22 | 81 | |
| 23 | 79 | |
| 24 | 78 | |
| 25 | 77 | |
| 26 | 85 | |
| 27 | 88 | |
| 28 | 88 | |
| 29 | 86 | |
| 30 | 85 | |
| 31 | 85 | |
| 32 | 86 | |
| 33 | 86 | |
| 34 | 80 | |
| 35 | 80 | |
| 36 | 79 | |
| 37 | 78 | |
| 38 | 78 | |
| 39 | 80 | |
| 40 | 85 | |
| AGGREGATE | 3,163 | |

SURVEYOR'S REFERENCE: 50030L04

★ OFFICE USE ONLY

DP 286155
COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets in Plan | Number of Sheets in Section 88B Instrument |
|-----------------|-----------------------------------|--------------------------|--|
| Document 1 | 25.6.2009 | 4 | 8 |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 1 of 8 Pages.

(DOC.1)

Plan:



DP286155 B

Lot 4 in Deposited Plan No. 270583
 and covered by Subdivision Certificate
 No. 423/08

Full name and address of the
 Proprietor of the land

Northern Residential Pty Limited
 PO Box 7207
 BAULKHAM HILLS NSW 2154

PART 1 (Creation)

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|---|--|
| 1 | Restriction on the Use of Land | Each & Every lot except lot 1 | Each & Every lot |
| 2 | Easement to Drain Water 2 Wide | 2 6 7 8 9 10 11 12 25 29 30 31 34 35 36 37 38 39 40 | 9-13 incl DP286153 38 in DP286153 6, 38 in DP286153 6, 7, 38 in DP286153 6, 7, 8, 38 in DP286153 6, 7, 8, 9, 38 in DP286153 6, 7, 8, 9, 10, 38 in DP286153 6, 7, 8, 9, 10, 11, 38 in DP286153 32-37 incl DP286153 30, 31, 32 31, 32 32 33 33, 34 33, 34, 35 33, 34, 35, 36 33, 34, 35, 36, 37 33, 34, 35, 36, 37, 38 33, 34, 35, 36, 37, 38, 39 |

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 2 of 8 Pages. (DOC.1)

DP286155

Lot 4 in Deposited Plan No. 270583
 and covered by Subdivision Certificate
 No. 423/08

PART 1 (Creation) Continued

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|---|--|-----------------------------|--|
| 3 | Restriction on the Use of Land | 26, 27, 28 | Newcastle City Council THE MINISTER FOR PLANNING |

PART 1A (Release)

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be released and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|---|---|-----------------------------|------------------------------|
| 1 | Easement to Drain FOR DRAINAGE OF Easement Variable width | 4/DP 270583 | 3 and 5/DP 270583 |

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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.**

Lengths are in metres

Page 3 of 8 Pages.

(DOC.1)

Plan:

Lot 4 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. **423/08**

DP286155

PART 2

1. Terms of Restrictions on the Use of Land firstly referred to in the abovementioned plan.

- a) No fence shall be erected or permitted to remain erected on a street frontage or on the side boundary within 5.5 metres of a street frontage unless approved by Northern Residential Pty Ltd.
- b) No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high.
- c) No rear or side fence erected upon such Lot burdened shall be other than lapped and capped timber type fence or other construction as approved in writing by Northern Residential Pty Ltd or its representative.
- d) No fence shall be erected or permitted to remain erected on any burdened lot to divide if from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd provided that this restriction shall remain in force only during such times as Northern Residential Pty Ltd is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
- e) No main building shall be erected or permitted to remain erected on any burdened lot having a floor area (including the floor area of any attached garage, carport, patio or verandah) of less than 200 square metres.

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1919.

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PART 2 Cont.

- f) No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- g) For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd shall (at the expense of Northern Residential Pty Ltd) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.
- h) No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Northern Residential Pty Ltd that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd) for determination whose decision shall be final and binding.
- i) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that is attached to the main building) or a roof constructed of any material other than:

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- Corrugated metal which has been treated by the process commonly as colourbond or any other similar factory pre-coated process in grey or light to medium green colours;
- ii.) Flat shingle profile tiles (in colours other than blue hues or multi coloured arrangements); or
 - iii.) Such other material as may be approved by Northern Residential Pty Ltd at its absolute discretion.
- j) No fence constructed with untreated steel or aluminium sheeting or fibre cement or asbestos cement or fibre glass or any other material of similar nature shall be erected or be permitted to remain erected between any side boundary of the burdened lot and the main building or garage on that lot unless approved by Northern Residential Pty Ltd.
 - k) No carport shall be erected or permitted to remain erected on any burdened lot.
 - l) No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened.
 - m) No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete with stamped or stencilled finishes.
 - n) No For Sale sign shall be erected or displayed on any burdened lot for a period of one (1) year after the date of its transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd shall have the right to remove any such other advertisements, hoarding sign or matter without notice.
 - o) No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.
 - p) No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.

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- q) No excavation material, trees, builders waste or other substances shall be deposited on lots adjacent to the lots burdened.
- r) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd. This landscaping shall be completed to the same requirements as applies to standard integrated housing approvals issued by Newcastle City Council with respect to landscaping.
- s)
 - i) Where a layback has been provided within the kerb and gutter across the frontage of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point.

Should a different access point be proposed, then the proprietor of the allotment will be responsible for the reinstatement of the existing layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence the individual proprietor will be responsible for the completion of the gap in the pathway which has been provided at the existing layback.
 - ii) If a different access point is proposed, the individual proprietor will be responsible to the construction of a new layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence at this point, the existing pathway is to be removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved.
 - iii) If no layback has been provided, then the conditions detailed in Clause (s)(ii) will be applicable to the lot burdened.
- t) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- u) No trucks or commercial vehicles exceeding 3.5 tonnes unladen weight shall be allowed to permanently parked or garaged on any lot burdened.

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PART 2 Cont.


3. Terms of Restrictions on the Use of the Land thirdly referred to in the abovementioned plan.

The registered proprietor for the time being of the lot burdened shall meet the requirements of the report prepared by Australian Bushfire Protection Planners dated 6th March 2006.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Registered Proprietors of the lots herein described or their successors in the title to the said lots.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT AND RESTRICTION SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

 ~~Newcastle City Council~~ The Minister For Planning

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Executed by Northern Residential Pty Limited)
In accordance with Section 127 of the)
Corporations Act 2001 in the presence of)

Director

JULIE ANNE McNAMÉE

Secretary/DIRECTOR

ALAN OSBURN

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DAMIAN GORMAN

MARK CORSETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

M Calderwood
Witness MARTIN CALDERWOOD

Signature
Signature

BOOK 445
NO 47

SIGNED, SEALED AND DELIVERED
BY THE MINISTER FOR PLANNING
IN THE PRESENCE OF:

Signature
SIGNATURE OF
WITNESS

Eva Markis
NAME OF
WITNESS

Signature
SIGNATURE OF
MINISTER BY
HER AUTHORISED
DELEGATE

MR JASON PERICA
NAME OF MINISTER'S
DELEGATE

EXECUTED BY JIM McNAMÉE HOLDINGS PTY LIMITED
PURSUANT TO SEC 127 OF THE CORPORATIONS ACT 2001
BY:

Director

Margaret McNamée

Director

John Boden McNamée



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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW



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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

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FORM 30

COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

Terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Plan.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270583 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

1. BY-LAW 1 1-38 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1 Proprietors of a Lot and the Neighbourhood Association must comply with By-Law 3 in the Community Management Statement in relation to any proposal to carryout New Constructions.

2. BY-LAW 2 PROVISION OF SERVICES

- 2.1 Under section 24(2) of the Management Act, the Neighbourhood Association intends to enter into an agreement with the Community Association empowering it with the exclusive right to provide management, operational or maintenance services or procure the provision of those services for the Neighbourhood Association.

3. BY-LAW 3 NEIGHBOURHOOD PROPERTY

- 3.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of the Neighbourhood Property.
- 3.2 The proprietor or occupier of a Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
- 3.3 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his own purposes any part of the Neighbourhood Property.
- 3.4 The proprietor or occupier of a Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
- 3.5 If a proprietor of a Lot causes damage to Neighbourhood Property (including, without limitation, any road, or paved area, landscape feature, lawn, garden, tree, shrub, plant or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.

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- 3.6 The proprietor of any Lot shall be responsible to ensure that any guests comply with the provisions of this By-Law.

4. BY-LAW 4 ARCHITECTURAL STANDARDS

- 4.1 The Architectural Standards and Landscape Standards as required by the Community Management Statement bind:

- (a) The Neighbourhood Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot

Other than the Original Proprietor.

- 4.2 The Neighbourhood Association may determine its own standards provided that such standards are approved in accordance with By Law 3 of the Community Management Statement.

5. BY-LAW 5 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

Right of Community Association to Amend

- 5.1 The Original Proprietor may from time to time create, adopt, add to or alter Architectural Standards for the Neighbourhood Property and any Lot in the Neighbourhood Plan.
- 5.2 No proprietor of a Lot other than the Original Proprietor is entitled to amend the standards in any way without the prior written consent of:
- (a) the Community Association or, where the Community Association has delegated the authority, that delegate; and
 - (b) the Original Proprietor.
- 5.4 The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Neighbourhood Association upon payment of a reasonable fee.
- 5.5 The Landscape Standards and Architectural Standards may be set for any Neighbourhood Development Lot by the Original Proprietor, or the Neighbourhood Association but only if the Original Proprietor gives its consent.
- 5.6 Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.
- 5.7 The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee the Design Review

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Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 5.8 to 5.13.

- 5.8 No Building Modification, New Construction or landscape modification may commence or take place until the plans and specifications for it have been approved by the Original Proprietor as to:

- (a) suitability to design;
- (b) colour and materials;
- (c) quality of design, and materials;
- (d) harmony of existing design and existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography; and
- (g) harmony with existing landscaping; or

for landscaping modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.

- 5.9 Any plans and specifications submitted pursuant to By Law 5.8 must be to the standard required from time to time by the Original Proprietor.
- 5.10 The decision of the Original Proprietor must be made on the basis of the By-Laws, the Architectural Standards and Landscaping Standards and any rules in force at the time of its decisions. Where the decision has been delegated to a consultant or a manager as the case may be, the consultant or the manager must base his, her or its decision on the same criteria.
- 5.11 The Original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Neighbourhood Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 5.12 If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 5.13 A decision of the Original Proprietor is binding on any applicant for an approval.

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6. BY-LAW 6 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

6.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association:

- (a) Construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
- (b) Attach any item as a fixture or otherwise to Neighbourhood Property; or
- (c) Alter Neighbourhood Property.

6.2 Any constructions, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Neighbourhood Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction attachment or alteration was proprietor or occupier.

7. BY-LAW 7 NO INAPPROPRIATE USE

The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

8. BY-LAW 8 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON LOT

8.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

8.2 The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a standard equivalent to any reasonable standard as may be set by the Neighbourhood Association from time to time under the Architectural Standards and Landscape Standards and no changes may be made without the consent of the Neighbourhood Association.

8.3 The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.

8.4 The Neighbourhood Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

8.5 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association and the Original Owner in accordance with By-Law 5.8:

- (a) Construct any structure including, without limitation, any fence, screens, pergola or awning on the Lot;
- (b) Attach any item as a fixture or otherwise on the Lot; or
- (c) Alter the external walls or the colour thereof of any structure or building erected on the Lot.

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- 8.6 If a proprietor of a Lot causes damage to the landscaping (including without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plan or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring same.

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PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

9. BY-LAW 9 THERE IS NO RESTRICTED NEIGHBOURHOOD PROPERTY

There is no Restricted Neighbourhood Property

PART 3

MANDATORY MATTERS

10. BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

There are no open access ways or private access ways.

11. BY-LAW 11 NEIGHBOURHOOD PROPERTY

There are no facilities on Neighbourhood Property within the Neighbourhood Plan except for the Service Lines.

There is no fencing requirements in relation to the Neighbourhood Property

12. BY-LAW 12 GARBAGE

12.1 All Lots within the Neighbourhood Scheme must store their garbage in containers approved by the Executive Committee and same must be kept secure and hidden from view from outside the Lot until collection in accordance with garbage collection services provided by Newcastle City Council.

12.2 The Neighbourhood Association may from time to time regulate the procedures for garbage collection in accordance with requirements of the Council.

13. BY-LAW 13 STATUTORY SERVICES

13.1 On installation of a Service Line, a statutory easement may be created over the parts of the Community Parcel for the provision of Services through Service Lines.

13.2 The Service Providers and other owners of Service Lines must maintain and repair their respective Service under any statutory rights or obligations of the Service Provider.

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13.3 If a Service is provided after the registration of the Management Statement, the Neighbourhood Association must prepare a Prescribed Diagram and the Neighbourhood Association must:

- (a) give its consent to the Prescribed Diagram; and
- (b) make available all necessary documents including the certificate of title for the Neighbourhood Property to facilitate the registration of the Prescribed Diagram; and
- (c) if Service Lines are not installed as intended in dedicated public roads then the Neighbourhood Association must prepare and register a Prescribed Diagram showing the Service Lines as installed. All members of Neighbourhood Association must consent to any Prescribed Diagram.

14. BY-LAW 14 INSURANCE

14.1 The Neighbourhood Association must take out insurance required under the Management Act.

14.2 The Neighbourhood Association must review on an annual basis:

- (a) All insurances affected by it; and
- (b) The need for new or additional insurances

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

14.4 The Neighbourhood Association must immediately:

- (a) affect new insurances; or
- (b) vary or extend existing insurances,
- (c) if there is an increase in risk;
- (d) or a new risk to the Neighbourhood Property.

14.5 A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:

- (a) Void or prejudice insurance affected by the Neighbourhood Association; or
- (b) Increase any insurance premium payable by the Neighbourhood Association

15. BY-LAW 15 EXECUTIVE COMMITTEE

Constitution

15.1 The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of part 2 of the Management Act.

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Notice Board

- 15.2 The Executive Committee must fix a notice board to some part of Community Property.

Meetings

- 15.3 The Executive Committee may, subject to By-Laws 15.6 and 15.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 15.4 The Secretary or a member of the Executive Committee who convenes a meeting must, not less than 24 hours immediately before the Neighbourhood Executive Committee holds a meeting, display on the notice board:

- (a) The notice of intention to hold the meeting; and
- (b) The proposed agenda for the meeting

Meeting Agenda

- 15.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.

No business may be dealt with at meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 15.6 Meetings must be held within a radius of 1km from the Community Parcel.

Meeting at Request of Members

- 15.7 The Secretary or in his absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within a period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 15.8 Where:

- (a) By-Law 15.4 has been complied with in relation to a meeting;
- (b) Each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) The resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

- 15.9A A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

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Minutes of Meetings

- 15.10 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

- 15.11 The Executive Committee must, within 7 days after holding a meeting, display a copy of the Minutes of that meeting on the notice board.

The minutes of a Executive Committee meeting must remain on the notice board for a period of at least 14 days.

Functions of a Secretary

- 15.12 The Functions of the Secretary include:
- (a) Preparing and distributing the minutes of meetings of the Neighbourhood Association and the Executive Committee;
 - (b) Giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) Maintaining the Neighbourhood Association roll;
 - (d) Supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
 - (e) Answering communications addressed to the Neighbourhood Association or the Executive Committee;
 - (f) Convening meeting of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
 - (g) Performing administrative or secretarial functions on behalf of the Neighbourhood Association;
 - (h) Performing administrative or secretarial functions on behalf of the Executive Committee; and
 - (i) Keeping records under part 3 of Schedule 1 and part 3 Schedule 3 of the Management Act.

Functions of the Treasurer

- 15.13 The functions of the Treasurer include:
- (a) The functions set out in Section 36(1) of the Management Act;
 - (b) Notifying proprietors of lots of any contributions of any contributions levied under the Management Act and collecting such contributions;
 - (c) Receiving, acknowledging, banking and accounting for any monies paid to the Neighbourhood Association;
 - (d) Preparing any certificate applied for under paragraphs Section 26 and clause 2 of Schedule 4 of the Management Act;
 - (e) Keeping prescribed accounting records under clause 10 of Schedule 1 of the Management Act; and
 - (f) Preparing financial statements under Clause 11 of Schedule 1 of the Management Act.
 - (g) Notifying proprietors of Lots within the Neighbourhood Plan of any contribution levied under this Neighbourhood Statement and collecting such contribution.

Sub Committee

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

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

No Remuneration

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

Protection of Neighbourhood Executive Committee Members from Liability

- 15.16 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except due to fraud or negligence on the part of that member.

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PART 4

OPTIONAL MATTERS

16. BY-LAW 16 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO CONTRACT

The Neighbourhood Association may contract with persons to provide amenities or services to proprietors or occupiers of Neighbourhood Lots in the Neighbourhood Plan if the Community Association does not do so on its own behalf or on behalf of the Neighbourhood Association under Clause 57 of the Community Management Statement.

17. BY-LAW 17 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

18. BY-LAW 18 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 18.1 A proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 18.2 The costs, charges and expenses under By-Law 18.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administration costs in connection with those events.

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19. BY-LAW 19 INTEREST ON OVERDUE MONEY

- 19.1 A proprietor or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 19.2 During the period that an amount under By-Law 19.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.
- 19.3 Interest which is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 19.2.
- 19.4 Nothing in this By-Law 19 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

20. BY-LAW 20 RULES

- (a) 20.1 The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel.
- 20.2 The Neighbourhood Association may at any time add to or alter the rules.
- 20.3 The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 20.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

21. BY-LAW 21 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

A proprietor or occupier of a Lot must comply on time with all requirements and order of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

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22. BY-LAW 22 NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot must comply on time with all notice from authorities and all laws in connection with notices relating to the Lot.

23. BY-LAW 23 INSTRUCTING CONTRACTORS

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorized to do so by the Neighbourhood Association.

24. BY-LAW 24 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

Complaints, notices or applicants to or request for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent appointed or if there is no managing agent, to the secretary of the Executive Committee.

25. BY-LAW 25 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

An approval, notice or authorization by the Neighbourhood Association under the By-Laws must be in writing.

26. BY-LAW 26 APPROVALS BY NEIGHBOURHOOD ASSOCIATION

The Neighbourhood Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

27. BY-LAW 27 NO INTERFERENCE

A proprietor or occupier of a Lot shall not:

- (a) Do anything or permit anything to be done in relation to that Lot so that;
 - i) Any support or shelter provided by that Lot for another Lot or Neighbourhood Property or any part of it is interfered with; or
 - ii) Service Lines, garbage services, Private Services or any services within the Neighbourhood Scheme owned by a Service Provider are interfered with; or

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- (b) Use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Lot or Authorised Person.

28. BY-LAW 28 MAINTENANCE OF VACANT LOTS

28.1 A proprietor of a Lot must:

- (a) if that Lot is vacant, and until such time as building operations on that Lot commence;
 - (i) maintain that Lot to an acceptable standard;
 - (ii) keep the Lot free from debris and rubbish; and
- (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

29. BY-LAW 29 BUSHFIRE MAINTENANCE

None as the responsibility to carryout the requirements in the report prepared by the Australian Bushfire Protection Planners dated 6 March 2006 is to remain with the Community Association

30. BY-LAW 30 DEFINITIONS, INTERPRETATION AND GENERAL

- 30.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

Annual General Meeting means annual general meeting of the Neighbourhood Association other than the first annual general meeting.

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Applicant means:

- (a) In relation to an application to add to or alter the architectural standards – a proprietor of a Lot or his representative who applies to the Neighbourhood Association for the addition to alteration; or
- (b) In relation to a Building Modification, or a New Construction – a proprietor of a Lot or his representative who submits plans and specifications to the review sub-committee for approval.

Architectural Standards means the architectural standards contained in this document as amended from time to time in accordance with the By-Laws.

Authorised Person means a person on the Neighbourhood Parcel with the express or implied consent of a proprietor of a Lot or the Neighbourhood Association or means representatives or employees of Newcastle City Council undertaking Council duties.

Board means the Community Schemes Board constituted under the Management Act.

Building Modification means any modification, addition, alteration or exterior colour change made of or to an existing building or structure on Neighbourhood Property, or a Lot.

By-Law means a By-Law included in the Management Statement.

Community Association means the community association created on registration of Deposited Plan 270583.

Community Titles Legislation means the Development Act, the Management Act and the cognate legislation.

Concept Plan means the plan marked "Concept Plan" contained in the Management Statement.

Council means Newcastle City Council.

Development Act means the Community Land Development Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

First Annual General Meeting means the meeting convened and held pursuant to Section 9 of the Management Act.

Function includes a power, authority and duty.

General Meeting means an annual general meeting or a special meeting of the Neighbourhood Association.

Lot means a lot in the Neighbourhood Plan.

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Management Act means the Community Land Management Act, 1989 and regulations made under it.

Management Statement means the statement registered with the Neighbourhood Plan from time to time added to, modified or amended in accordance with the Community Title Legislation.

Managing Agent means an agent appointed under Section 50 of the Management Act.

Neighbourhood Association means the corporation that:

- (a) Is constituted by Section 25 of the Development Act on registration of a Neighbourhood Plan; and
- (b) Is established as a Neighbourhood Association by Section 5 of the Management Act.

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

Neighbourhood Plan means deposited plan number 286155.

Neighbourhood Property means the land shown as neighbourhood property in the Neighbourhood Plan.

Neighbourhood Scheme means:

- (a) The subdivision of the land by the Neighbourhood Plan;
- (b) The proposals in any related Development Contract; and
- (c) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interest in or occupying Lots.

New Constructions means building work that is intended to be carried out on Neighbourhood Property or a Lot.

Original Proprietor means the original proprietor of all Lots in the Neighbourhood Plan or the Community Association if the Original Owner gives notice to the community Association that it relinquishes its powers under By-Law 35 of the Community Management Statement.

Prescribed Diagram means the diagram relating to the Services Lines marked "Plan of Service work as Executed" contained in the Management Statement and prescribed by Section 36 of the Development Act.

Private Service means a service running through or servicing Lots or Neighbourhood Property.

Rules means the rules made pursuant to By-Law 20.

Secretary means the secretary of the Neighbourhood Association.

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Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority including without limitation, Advance Energy, Telstra, Alinta or the Council.

Statutory Service means a service running through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Treasurer means the treasurer of the Neighbourhood Association.

30.2 In the By-Laws unless the contrary intention appears:

- (a) A reference to an instrument includes any variation or replacement of it;
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;
- (d) The word "person" includes a firm, a body corporate, an association or an authority;
- (e) A reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns.
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

30.3 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

30.4 The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

30.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies by law independently of the By-Laws.

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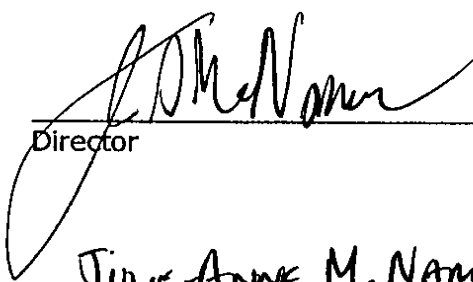
- 30.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organization or person deemed to be a reference to the organization or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 30.7 Any word or expression used in the Management Statement where the first letter is capitalized is a defined term. If such word or expression is not specifically defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

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SIGNATURES, CONSENT AND APPROVALS

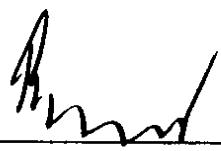
DATED 22ND DAY OF JULY 2008.

EXECUTED by NORTHERN RESIDENTIAL
PTY LIMITED ACN 103 878 931 pursuant
To s127 of the Corporations Act 2001 by:



Director
JULIE ANNE McNAMARA

Name



Director/Secretary
ALAN OSBURG

Name

CERTIFICATE OF APPROVAL

It is certified:


- (a) That the consent authority has approval of the development described in Development Application No. 06_0031
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.


Dated: 22.7.08


Principal Certifying Authority
Signature on behalf of consent authority
EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS
DAMIAN GORMAN

MARK CORDETT

Full Names
PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:





Signature


Signature
BOOK 4475
NO 47

4661623_1.DOC

M CALDERWOOD MARTIN CALDERWOOD

STREET 22 of 22

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW
REGISTERED 25.6.2009

Form: 13RPA
Release: 2.1
www.lands.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AE295841X

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 | 11/1044935 <i>to be 1/270583</i> | | | | | | | | |
|---------------------------------------|--|---|------------------|--------------------|----------------------|------|----------|-----------------------|---|
| (B) LODGED BY | Document Collection Box 29X | Name, Address or DX, Telephone, and LLPN if any Hicksons DX 309 SYDNEY Reference: <i>Alan Osburg 062340</i> | CODE R | | | | | | |
| (C) REGISTERED PROPRIETOR | Of the above land NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931 | | | | | | | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this restriction <table border="1"><thead><tr><th>Nature of Interest</th><th>Number of Instrument</th><th>Name</th></tr></thead><tbody><tr><td>Mortgage</td><td>AC740904 and AC740905</td><td>Capital Finance Australia Limited ACN 069663136 and J & M McNamee Holdings Pty Limited ACN103184621</td></tr></tbody></table> | | | Nature of Interest | Number of Instrument | Name | Mortgage | AC740904 and AC740905 | Capital Finance Australia Limited ACN 069663136 and J & M McNamee Holdings Pty Limited ACN103184621 |
| Nature of Interest | Number of Instrument | Name | | | | | | | |
| Mortgage | AC740904 and AC740905 | Capital Finance Australia Limited ACN 069663136 and J & M McNamee Holdings Pty Limited ACN103184621 | | | | | | | |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE MINISTER FOR PLANNING | | | | | | | | |

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **1** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **21.10.08**

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Lenards*
Name of witness: **Eva Marks*
Address of witness: **23-33 Bridge St Sydney*

Signature of authorised officer: *[Signature]*
Name of authorised officer: ** MR JASON PERICA*
Position of authorised officer: ** EXECUTIVE DIRECTOR STRATEGIC SITES & URBAN RENEWAL*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931**
Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person: *[Signature]*
Name of authorised person: **ALAN OSBURG DIRECTOR**
Office held:

Signature of authorised person: *[Signature]*
Name of authorised person: **JULIE ANNE MCNAMEE DIRECTOR**
Office held:

(H) The mortgagee under mortgage No. **ACT40905** agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: ☐ **J & M MCNAMEE PTY LIMITED ACN 103184621 by authority of s.127 Corporations Act 2001**
Name of witness:
Address of witness:

Signature of mortgagee: *[Signature]*
JOHN MCNAMEE DIRECTOR
MARGARET MCNAMEE DIRECTOR

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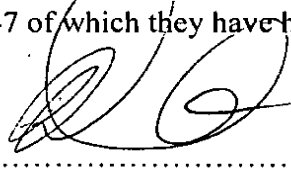
This is annexure to Restriction On The Use Of Land By A Prescribed Authority dated21.10.2008 with Northern Residential Pty Limited ACN 103 878 931 as the Registered Proprietor and The Minister For Planning as the Prescribed Authority

Capital Finance Australia Limited ACN 069 663 136 (Capital) as Mortgagee under Mortgage No: AC740904 hereby consents to the registration of the within, Positive Covenant and agrees to be bound by this restriction but without prejudice to and reserving all rights, powers and remedies under its mortgages.

Certified correct for the purposes of the Real Property Act 1900 by Capital's attorney(s) pursuant to the Power of Attorney specified. Executed for and on behalf of Capital pursuant to Power of Attorney Book 4475 No 47 of which they have had no notice of revocation in the presence of:

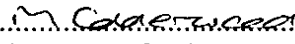

.....
Signature of Attorney

Brett Lennane
Name of Attorney


.....
Signature of Attorney

Mark Corbett
Name of Attorney

I certify that the attorney(s) for Capital with whom I am personally acquainted or as to whose identity I am otherwise satisfied signed this Restriction On The Use Of Land By A Prescribed Authority in my presence.

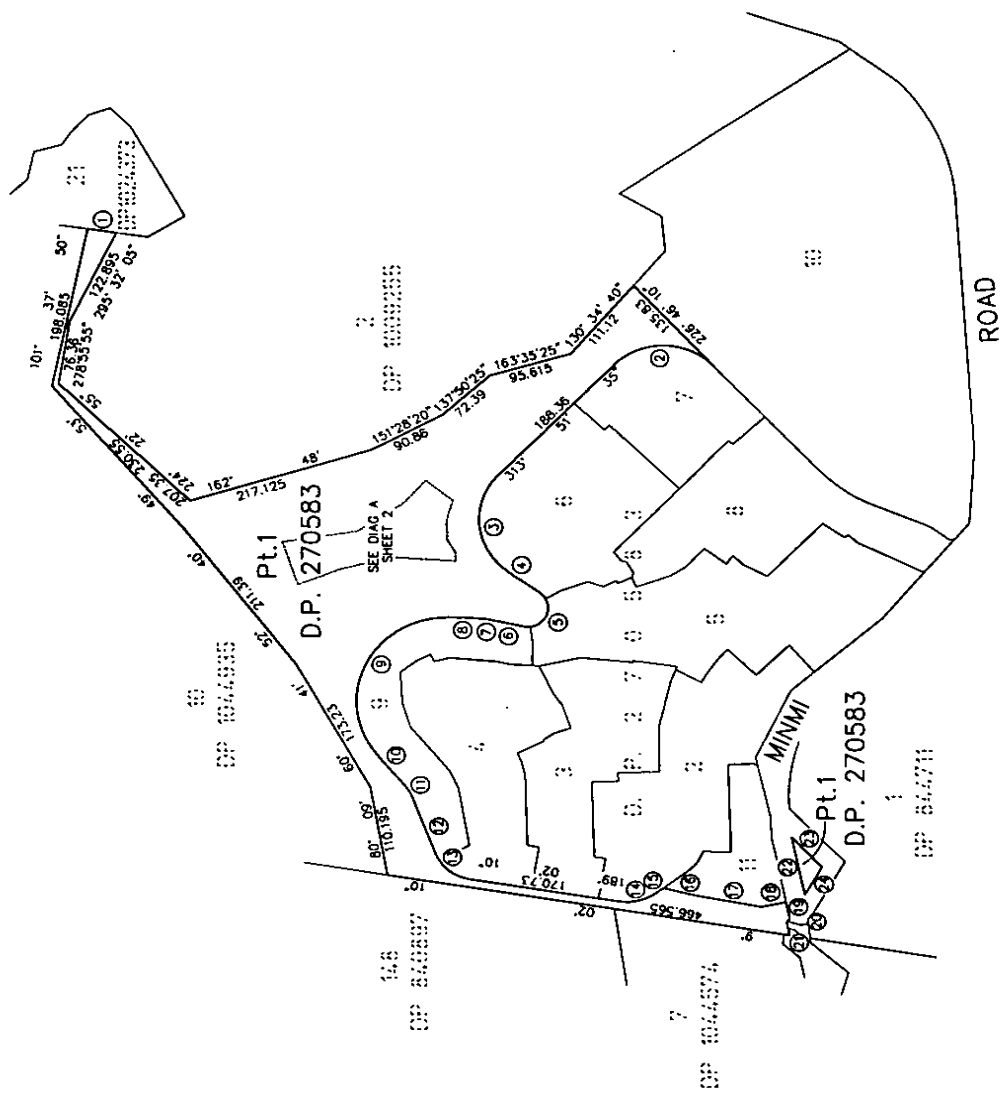
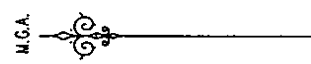

.....
Signature of Witness

Martin Calderwood
Name of Witness

Level 11, 50 Carrington Street Sydney NSW 2000
Address of Witness

Initials

ANNEXURE 'A'
PLAN OF RESTRICTION ON THE
USE OF LAND OVER LOT 1 IN
D.P. 270583
SHEET 1 OF 2



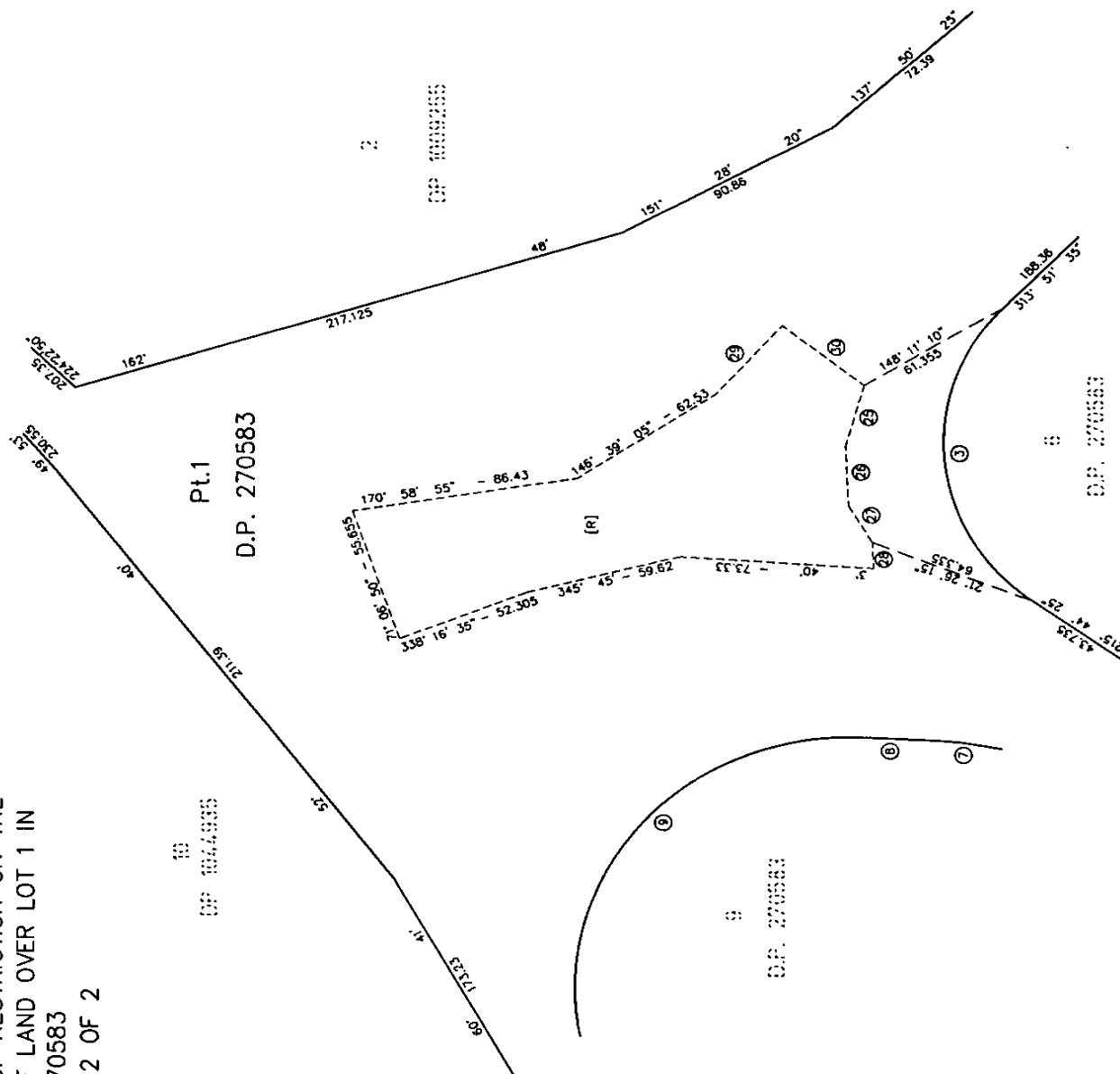
SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | COORD | ARC | RADIUS |
|-----|--------------|--------|--------|--------|
| 1 | 180° 17' 40" | 32.645 | --- | --- |
| 2 | 0° 18' 55" | 115.97 | 129.75 | 80 |
| 3 | 284° 48' | 120.84 | 137 | 80 |
| 4 | 215° 44' 23" | 43.735 | --- | --- |
| 5 | 294° 12' 50" | 48.05 | 64.375 | 23.5 |
| 6 | 12° 41' 15" | 27.97 | --- | --- |
| 7 | 7° 16' | 31.18 | 31.22 | 165 |
| 8 | 1° 50' 45" | 24.265 | --- | --- |
| 9 | 296° 03' 30" | 188.79 | 237.68 | 103.5 |
| 10 | 230° 16' 20" | 50.62 | --- | --- |
| 11 | 239° 51' | 15.81 | 15.88 | 47.5 |
| 12 | 249° 25' 40" | 73.9 | --- | --- |
| 13 | 219° 14' | 50.3 | 52.7 | 50 |
| 14 | 166° 06' 05" | 46.78 | 48.03 | 60 |
| 15 | 323° 10' | 9.445 | --- | --- |
| 16 | 194° 17' 15" | 14.435 | --- | --- |
| 17 | 190° 16' 40" | 81.16 | --- | --- |
| 18 | 168° 17' 30" | 28.705 | --- | --- |
| 19 | 258° 23' 10" | 20.495 | --- | --- |
| 20 | 299° 25' 55" | 6.4 | --- | --- |
| 21 | 259° 46' 25" | 16.05 | --- | --- |
| 22 | 78° 18' 25" | 72.965 | --- | --- |
| 23 | 226° 59' 45" | 50.34 | --- | --- |
| 24 | 299° 25' 55" | 19.785 | --- | --- |

SCALE
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ANNEXURE 'A'
 PLAN OF RESTRICTION ON THE
 USE OF LAND OVER LOT 1 IN
 D.P. 270583
 SHEET 2 OF 2



SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|--------|--------|
| 3 | 284° 48' | 120.86 | 137' | 80 |
| 7 | 7° 16' | 31.18 | 31.22 | 165 |
| 8 | 1° 50' 45" | 24.265 | --- | --- |
| 9 | 296° 03' 30" | 188.79 | 237.68 | 103.5 |

SCHEDULE OF SHORT & CURVED EASEMENT BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|-----|--------|
| 25 | 285° 32' 15" | 25.98 | --- | --- |
| 26 | 267° 29' 30" | 24.21 | --- | --- |
| 27 | 239° 14' | 17.79 | --- | --- |
| 28 | 267° 18' | 10.79 | --- | --- |
| 29 | 131° 45' 45" | 58.155 | --- | --- |
| 30 | 218° 20' 50" | 59.345 | --- | --- |

[R] RESTRICTION ON THE USE OF LAND



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

16 BROOKFIELD

FLETCHER NSW

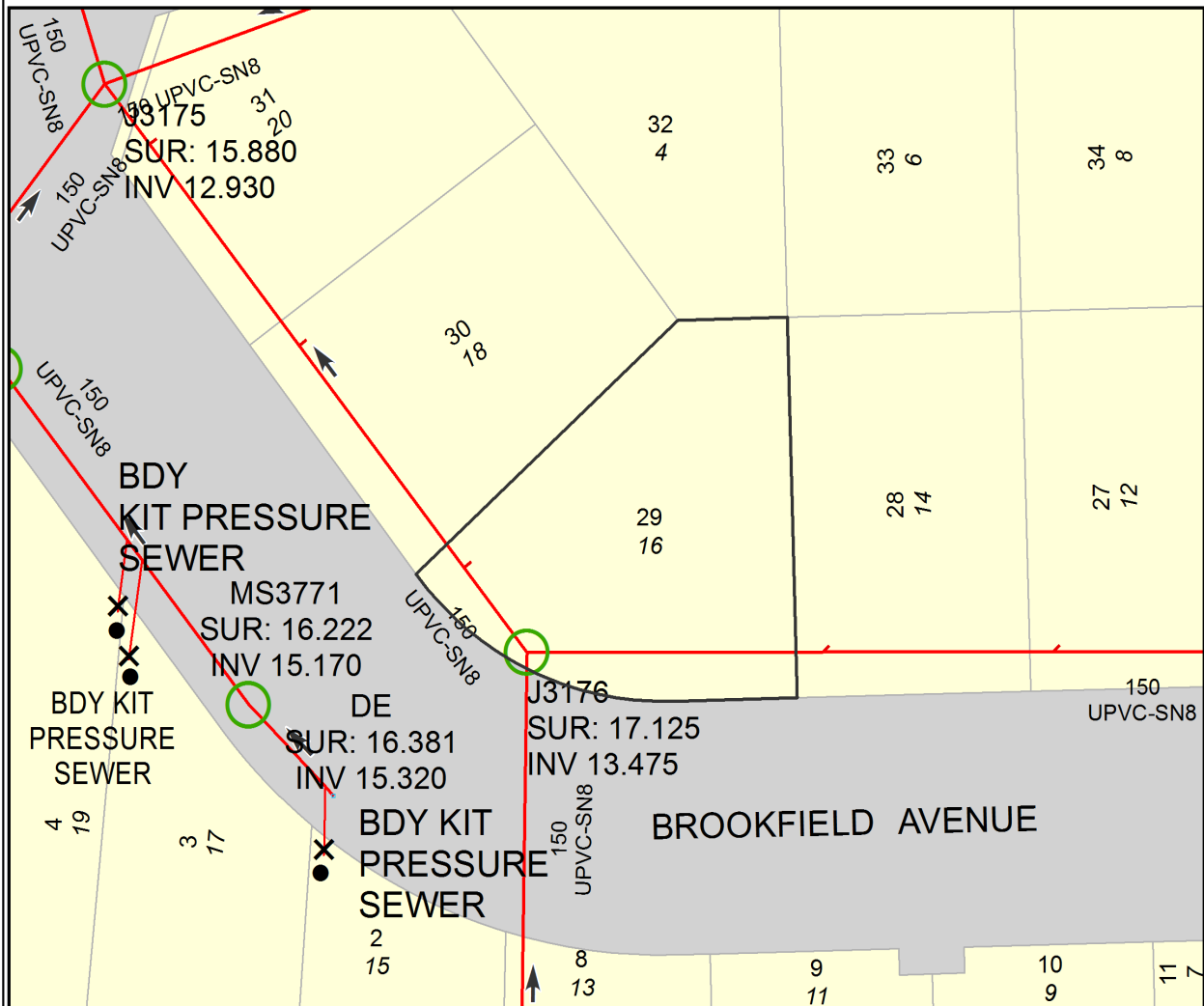
APPLICATION NO.: 1833384

APPLICANT REF: M Prattley Sale

RATEABLE PREMISE NO.: 4896329279

PROPERTY ADDRESS: 16 BROOKFIELD AVE FLETCHER 2287

LOT/SECTION/DP:SP: 29// 286154



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 20/09/2022

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION