Contract for Sale of Land

JESSICA INVESTMENTS PTY. LIMITED
(Vendor)

«PURCHASERS»
Purchaser)

Lot «LotNo»

Precinct 2

THE MEADOWS

FOR REVIEW ONLY

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

FOR REVIEW ONLY

CERTIFICATE UNDER SECTION 66W

OF THE CONVEYANCING ACT 1919

I,

of

certify that:

(a) I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.

(b) I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property **Lot «LotNo» «LotFullAddressInline» (Property**) from **JESSICA INVESTMENTS PTY. LIMITED (ACN 001 156 109)** (**Vendor**) to **«PURCHASERS»** (**Purchaser**) in order that there will be no cooling off period in relation to the contract.

(c) I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

(d) I have explained to the Purchaser:

- The effect of the contract for the purchase of the Property.
- The nature of this certificate.
- That the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED:

……..

SIGNATURE

©2018 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457.
You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 50298477	NSW Duty:	
vendor's agent	Monarch (Sales) Pty Ltd		Phone:	9499 5066
	PO Box 439 GORDON NSW 2072		Fax:	9499 5077
co-agent	Not applicable		Ref:	
vendor	c/- 33 RYDE PYMBLE NSW 207			
vendor's solicitor	Holding Redlich (sydney)		Phone:	8083 0436
	MLC Centre Level 65 19 Martin Place Sydney NSW 2000		Fax:	8083 0399
	Email: monarchsales@holdingredlich.com		Ref:	
date for completion	14 days after service of registration	(clause 15)	Email:	Amy.Bedworth@holdingredlich.com
land (Address, plan details and title reference)	INGLEBURN GARDENS DR BARDIA 2565 Lot # in the unregistered Precinct Scheme known as Stage 4, Precinct 2, "The Meadows" 8/270983 & 7/270983 - Fee Simple - Real Property Act (1900) NSW & Community Scheme & Strata Scheme			
improvements	☑ VACANT POSSESSION ☐ Subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☑ other: Vacant Land			
attached copies	☑ documents in the List of Documents as marked or as numbered: ☑ other documents:			

FOR REVIEW ONLY

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions: Not applicable

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

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

balance $

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

buyer's agent

vendor witness

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

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

proposed *electronic transaction* (clause 30) ☐ no ☐ YES

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

land tax is adjustable ☑ NO ☐ yes

GST: Taxable supply ☐ NO ☑ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☑ NO ☐ yes

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

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

Purchaser must make an *RW payment* (residential withholding payment) ☐ NO ☐ yes(if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

FOR REVIEW ONLY

List of Documents

General

- [x] 1 property certificate for the land
- [ ] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [x] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [x] 9 sewer lines location diagram (sewerage service diagram)
- [x] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [x] 21 form of requisitions
- [x] 22 *clearance certificate*
- [x] 23 land tax certificate

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [ ] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [x] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [x] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 document relevant to off-the-plan sale

Other

- [x] 58

Plan creating precinct property (draft)
Precinct Management Statement (draft)

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

Strata Plus Pty Ltd c/- PO Box H181 Australia Square

Ph: 02 9319 1899

info@strataplus.com.au

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

INGLEBURN GARDENS DEVELOPMENT 2665

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

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

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

INGLEBURN GARDENS DR 8 DIA 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

INGLEBURN GARDENS DP 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

UNOFFICIAL COPY OF DRAFT 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

UNCLE BEN GARDENS DR BARDIA 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (`service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION 50298478

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *RW payment.*

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

NOT FOR RESALE LICENSED TO BARDIA 1765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –
16.7.1 the price less any:
- deposit paid;
- *remittance amount* payable;
- *RW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property;* or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

WOLLONGONG & DISTRICT REGIONAL 2018

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

INTELLIGENT CONVEYANCING FOR BIRDIA 2018

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

LOT 2 BARDENS DP 843565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

INSPECTION NO DR BARCIA 2565

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

50298478

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*;

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

MORELAND STREET DRAGARDIA 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

INGLEBURN GARDENS DR BARDIA 2565

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

EXECUTION PAGES

EXECUTED by **Jessica Investments Pty. Limited (ACN 001 156 109)** in accordance with section 127 of the Corporations Act …… Signature/ Director …… Print Name	 …… Signature / Secretary …… Print Name

EXECUTED by as attorney for **Jessica Investments Pty. Limited (ACN 001 156 109)** under power of attorney dated and registered Book No in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of attorney

EXECUTED by the purchaser in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of purchaser

EXECUTED by the purchaser in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of purchaser

EXECUTED by the purchaser in accordance with section 127 of the Corporations Act ..... Signature Director/Secretary ..... Name	 ..... Signature Director/Secretary ..... Name

EXECUTED by the guarantor in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	…… Signature of guarantor

Table of Contents of Additional Provisions

32. GST payment obligations 3
33. Authority for vendor 4
34. Disclosures by the vendor 5
35. Amendment of printed provisions 9
36. Interpretation 9
37. Purchaser's representations and agreements 14
38. Investment of deposit 15
39. Deposit bond 16
40. Not Used. 17
41. Not Used. 17
42. Interest, adjustments and notice to complete 17
43. Not Used. 18
44. Not Used. 18
45. Not Used 18
46. Easements and other matters 18
47. Council and water and sewerage rates and land tax 19
48. Additional right to rescind 21
49. Position of W&S Authority's sewer 22
50. Attachments 22
51. Certain provisions apply after completion 22
52. Encumbrances 22
53. Caveat by purchaser 22
54. Granting of security 23
55. Community Scheme and Precinct Scheme 23
56. Governing law 24
57. Requisitions 24
58. Service by facsimile or electronic means 24

59. Exercise of certain rights to rescind 25

60. Guarantee and indemnity 25

61. Not Used 27

62. Development Activities & the purchaser 27

63. Selling and leasing activities 27

64. Purchaser's obligations about designated matters – voting, proxies, etc 28

65. Compliance with rules & right for the vendor to enter 29

66. Privacy 30

67. Foreign Resident Capital Gains Withholding 31

©Holding Redlich

Additional Provisions

32. GST payment obligations

32.1 Terms in this clause

ATO means the Australian Tax Office.

GST means a tax payment under the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* and related laws.

Terms used in the GST Law and not defined in this contract are taken to have the same meaning when used in this contract unless the contrary intention is clear.

32.2 Notice to purchaser about GST payment obligation

The vendor notifies the purchaser that:

(a) the land is potential residential land;

(b) unless the exclusions in clause 32.3 apply, the purchaser will be required at or before completion to make a payment to the Commission of Taxation for the GST that the vendor is obliged to pay on this contract;

(c) the amount payable will be 1/11th of the Price;

(d) on the date of this contract the vendor is part of a GST group and the supplier's name and ABN are:

Monarch Investments Pty Ltd ABN 31 000 159 884

(e) the supplier's contact details are:

Address: 12, 33 Ryde Road, Pymble NSW 2073

Email: catherine@monarchinvestments.com

Phone number: (02) 9499 5066

32.3 Exclusions for payment obligation in clause 32.4

Clause 32.4 does not apply to this contract if both of the following apply:

(a) at completion the purchaser is registered within the meaning in the GST Law; and

(b) the acquisition of the land by the purchaser is a creditable acquisition for the GST Law.

The purchaser must notify vendor as to whether the circumstances in this clause apply to the purchaser.

©Holding Redlich

32.4 **Purchaser's payment obligation for vendor's GST**

If this clause 32.4 applies then the purchaser must comply with its obligation to make a payment to the Commission of Taxation for the GST on this contract by:

(a) at least 5 business days before the completion date:

(i) completing and submitting to the ATO the" Form 1 GST Property Settlement Withholding Notification";

(ii) giving the vendor a copy of the Form 1 with the Payment Reference Number and Lodgement Reference Number; and

(iii) if not already provided, giving the vendor the following information for each purchaser:

(A) their dates of birth if natural persons;

(B) their ABN if they have one;

(C) their tax file number if they have one; and

(D) their phone numbers,

this information is only provided to assist the vendor to confirm that the GST amount paid for this contract is credited to the vendor's GST obligations;

(b) agreeing the actual amount of GST with the vendor as part of the calculation of the payments on completion;

(c) either:

(i) if this is an electronic transaction, including the Commissioner of Taxation as the payee for the GST amount; or

(ii) if this is not an electronic transaction:

(A) drawing a bank cheque for the agreed GST amount in favour of the Commissioner of Taxation; and

(B) giving that bank cheque to the vendor's solicitor at completion; and

(d) completing and submitting to the ATO the "Form 2 GST Property Settlement Date Confirmation" at or immediately after completion and sending the vendor a copy of the ATO's confirmation of receipt for that form.

The purchaser acknowledges that section 16-30(3) of Schedule 1 of the *Taxation Administration Act 1953* provides that the above arrangements are sufficient compliance with the purchaser's obligations about payment of GST on this contract.

33. Authority for vendor

If the purchaser is required under a law to give a notice or submit a form to an authority for any purpose relating to the formation of this contract or the performance of obligations under this contract then the purchaser irrevocably:

©Holding Redlich

(a) appoints the vendor as its agent or representative to comply with that obligation; and

(b) authorises the vendor to give that notice or submit that form as agent for the purchaser. This clause does not merge on completion.

34. Disclosures by the vendor

Mixed Use Scheme

34.1 The vendor discloses that the Community Scheme will be predominately for residential uses but may be a mixed use Community Scheme.

Community Title

34.2 The vendor discloses that the Community Management Statement and the Precinct Management Statement each contain important information for the purchaser's consideration.

34.3 The vendor discloses that its present intention is to prescribe the Architectural and Landscape Standards for the Community Parcel and the Precinct Parcel. These standards:

(a) govern matters dealing with things like:

(i) building and siting requirements;

(ii) building envelopes;

(iii) the types of materials, designs and palette of colours that can be used for fences, roofs, facades, driveways and the like at the property;

(iv) the species of plantings allowed at the property;

(b) must be strictly complied with by the purchaser; and

(c) do not need to be complied with by the vendor.

34.4 The vendor discloses that at completion:

(a) the Community Management Statement may contain by-laws creating restricted Community Property; and

(b) the Precinct Management Statement may contain by-laws creating restricted property, including in favour of the Community Association.

34.5 The vendor discloses that the management statements for other subsidiary bodies registered over Community Development Lots in the Community Scheme may also contain by-laws creating restricted property in favour of the Community Association, which means all lot owners in the Community Association must contribute to the costs of the roads and parks that are the subject of the restricted property rights.

34.6 The vendor discloses that:

(a) the vendor may require the Precinct Association at any time to produce the certificate of title for Precinct Property at the NSW Land Registry Services to

©Holding Redlich

record registration of an instrument or other dealing or to enable registration of a plan;

(b) the vendor may require the Community Association at any time to produce the certificate of title for Community Property at the New South Wales Land Registry Services to record registration of an instrument or other dealing or to enable registration of a plan.

34.7 The vendor discloses that the Community Development Lots, either before or after the vendor has carried out Development Activities on them, may be severed from the Community Parcel, consolidated, subdivided by a community plan of subdivision, a precinct plan, a neighbourhood plan or a strata plan or sold by the vendor, in the vendor's absolute discretion.

Development Activities

34.8 The vendor discloses that the vendor or other parties may carry out Development Activities on the Community Parcel other than the property after completion.

34.9 The vendor discloses that the Development Activities may cause noise, dust, vibration, temporary or long term changes to traffic routes and roads, and other disruptions and inconveniences of the types usually associated with construction works and the Development Activities.

Staged Development of Community Parcel

34.10 The vendor discloses that:

(a) the development of the Community Parcel is to be carried out in stages;

(b) the vendor may configure the Community Development Lots as it chooses, at its discretion;

(c) the vendor may elect at its absolute discretion to delay the construction of a stage or not to construct a stage within the Community Parcel;

(d) some or all remaining stages may be sold as vacant land, and the purchasers of that land may carry out Development Activities on the land;

(e) the vendor may elect not to create any further subsidiary schemes;

(f) each stage of the development and each severance, consolidation or subdivision may require development consent by the Council.

Development Consents

34.11 Not Used.

34.12 The vendor discloses that it may seek the modification of any masterplan, local environmental plan or development control plan affecting the Community Parcel.

Services in the Community Parcel

34.13 The vendor discloses:

(a) its arrangements with Authorities providing any service to the Community Scheme may not have been concluded at the date of this contract;

©Holding Redlich

(b) that before or after completion the vendor may itself or may procure the Community Association or the Precinct Association to enter into arrangements with Authorities or other service providers with respect to the provision of services to the Community Scheme or the Precinct Scheme or to assume some or all of the vendor's obligations in relation to those arrangements;

(c) the arrangements for services may involve the creation of easements, restrictions on use, positive covenants, or entry into leases, substation leases, indemnities and guarantees;

(d) that before or after completion it may be necessary to make changes to the Plans to meet the requirements of Council or Authorities or other service providers with respect to arrangements for services; and

(e) that before or after completion the vendor may attach structures and services to structures and services previously constructed or installed and may construct and install further structures or services on Community Property and the Precinct Property or either of them.

34.14 The vendor discloses that the vendor may require the Community Association at any time to register a later prescribed diagram showing new service lines in the manner provided for in section 36 of the Community Development Act.

34.15 The vendor discloses that water meters, grey water meters, fire service points with poles, drainage pumps, light poles and other services may be installed either before or after completion in the street in front of or near the property.

W&S Authority

34.16 The vendor discloses and the purchaser is aware that the position of the W&S Authority's sewer on the Precinct Parcel at completion may not be as shown in the sewer connection sheet supplied by the W&S Authority, a copy of which is attached to this contract, and that a drainage diagram from the W&S Authority is not available in the ordinary course of administration.

Cut and Fill

34.17 The vendor discloses that the property may contain fill relating to subdivision earthworks placed on the property.

34.18 The property is subject to restrictions relating to the finished surface and floor levels at the property.

Easements, etc

34.19 The vendor discloses that:

(a) there may be easements, restrictions on use and positive covenants that may be imposed or required by Council or any other Authority or service provider which are not presently disclosed in this contract;

(b) if that is the case, changes may be made to the Plans in order to meet those requirements.

34.20 The vendor discloses that:

©Holding Redlich

(a) there may be easements, restrictions on use and positive covenants that may be desired by the vendor or its nominee to ensure the proper functioning and management of the whole of the Community Scheme and which are not presently disclosed in this contract; and

(b) if that is the case, changes may be made to the Plans in order to meet those requirements or the vendor may procure that the Community Association or Precinct Association enters into the arrangements.

Water Reticulation System

34.21 The vendor discloses that the tertiary treated water reticulation system has been constructed by the W&S Authority. The W&S Authority will determine the quality of the water supply to the system and set the relevant charges that will be payable by each lot owner including the purchaser. Drinkable water only will be supplied in the grey water pipes for a period of approximately 2 years.

Parking

34.22 The vendor discloses parking within the Community Parcel and the Precinct Scheme will be strictly policed and no parking will be permitted other than in accordance with the Community Management Statement.

Change of Interest

34.23 The vendor discloses that the vendor may at any time assign or novate the vendor's interest in this contract.

34.24 Not Used

Southern "residual" Land

34.25 The vendor discloses the land in the southern area of the Development Site, shown as precinct development lots 39 and 40 on the Precinct Plan, are each intended to be for housing. If the vendor does not obtain development consent to erect housing in either or both areas, the vendor's present intention is to require the Community Association or the Precinct Association to take any unapproved land and convert it to lot 1 in their scheme, with the Community Association to be responsible for its maintenance. This may be done by way of a restricted use by law.

Purchaser's Acknowledgement

34.26 The purchaser:

(a) acknowledges each of the disclosures set out in this clause 34;

(b) agrees the purchaser may not make any claim or requisition or rescind or terminate or delay completion because of any matters referred to or stated in this clause 34;

(c) must, subject to any specific other rights in this contract, execute all documents, which may include the purchaser's consent as owner of the property, necessary or required by the vendor at its absolute discretion to complete the matters referred to or stated in this clause 34; and

©Holding Redlich

(d) must not object to or attempt to delay or restrain any applications for development approvals referred to or stated in this clause 34.

35. Amendment of printed provisions

The printed provisions of this contract are amended as follows:

(a) in the heading of clause 1 "**(a term in italics is a defined term)**" is deleted;

(b) definition of “depositholder” is replaced with ”vendor’s solicitor”;

(c) the definition of “party” is amended by inserting after “purchaser”, “but not the guarantor”;

(d) clause 2.9 is deleted;

(e) clause 3 is deleted;

(f) clause 4.1 is amended by substituting “3 business days after the date the vendor serves notice of registration of the Precinct Plan” in place of “at least 14 days before the date for completion” ;

(g) deleting clause 4.4 and replacing that clause with the following:

"4.4 The purchaser cannot require the vendor to contribute to fencing work in relation to land adjoining the property owned by the vendor.”;

(h) clause 7.1.1 is deleted;

(i) clause 7.1.3 is replaced with:

the purchaser does not serve notice waiving the claims within 14 days after the earlier of the day of that service; and";

(j) in clause 7.2.2, “2.9” is replaced with “38”;

(k) in clause 10.1 line 1 is replaced with:

“The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of-";

(l) in clauses 10.1.8 and 10.1.9 "substance" is replaced with "existence";

(m) in clause 13.1 “clause” is replaced with “contract” and clause 133.13 is deleted;

(n) clauses 14.4, 14.5 and 14.7 are deleted;

(o) clause 16.5 is amended by inserting "the document must be in registrable form and" after "registration," and by deleting ", plus another 20% of that fee"; and

(p) clauses 16.6, 19.2.3, 20.6.5, 23, 28 and 29 are deleted.

36. Interpretation

36.1 In this contract, unless the context clearly indicates otherwise:

©Holding Redlich

Adjudicator means a community schemes adjudicator appointed under the Community Management Act.

Architectural and Landscape Standards means the standards at Attachment A described in clause 34.3.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority.

Bond means a bond or guarantee for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, acting reasonably, and in a form satisfactory to the vendor, acting reasonably.

Community Association means the entity that is constituted under the Community Development Act on registration of the Community Plan and established as a community association under the Community Management Act.

Community Development Act means the *Community Land Development Act 1989* (NSW).

Community Development Lot has the meaning given to it in the Community Management Statement.

Community Management Act means the *Community Land Management Act 1989* (NSW).

Community Management Statement means the community management statement that is registered with the Community Plan.

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

Community Plan means the community plan DP No. 270983.

Community Plan Instrument means the instrument setting out terms of easements, profits a prendre, restrictions on the use of land and positive covenants created pursuant to the *Conveyancing Act 1919* (NSW) that is registered with the Community Plan.

Community Property means lot 1 in the Community Plan.

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

Community Schemes Legislation means the Community Management Act and the Community Development Act.

completion date means the date specified on the Front Page.

Council means the council referred to in Schedule 2.

Designated Matters means the matters referred to in Schedule 3.

Development Activities means:

(a) any form of remediation work and rehabilitation work on the Community Parcel;

©Holding Redlich

(b) any form of demolition work, excavation work or landscaping work on the Community Parcel;

(c) any form of building work or work ancillary to or associated with building work on the Community Parcel including the installation of services;

(d) any form of work other than the forms of work referred to in paragraphs (a) and (c) of this definition that is considered necessary or desirable by the vendor;

(e) the subdivision of land forming part of the Community Parcel;

(f) the conversion of the whole or a part of a Community Development Lot to Community Property, the whole or part of a Precinct Development Lot or a neighbourhood lot to Precinct Property or neighbourhood property;

(g) the excision of a Community Development Lot or Precinct Development Lot or neighbourhood lot from the Community Scheme;

(h) the dedication of land forming part of the Community Parcel; and

(i) the construction, development, sale and management of any part of the Community Parcel for any purpose including, but not limited to, and at the option of the vendor, retail areas.

Development Consent means a consent to an application by the vendor under Part 4 of the *Environmental Planning & Assessment Act 1979* for the subdivision of the Development Site in a manner substantially consistent with the Precinct Plan.

Development Site means the land formerly comprised in folio identifier 101/1060693.

Energy Authority means the energy Authority relevant to the Community Scheme.

Expert Determination Rules means the expert determination rules of the Institute of Arbitrators and Mediators of Australia Inc (NSW Chapter) current as at the time of the dispute.

Expert Determinator means a person nominated by the president for the time being of The Royal Australian Institute of Architects New South Wales Chapter at the request of either the vendor or the purchaser.

Front Page means page 1 and page 2 of this contract.

Grant or Granted includes the making, granting, creating, dedicating or entering into of any Property Right;

Guaranteed Money means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason or circumstance in connection with this contract or any transaction contemplated by it.

Guaranteed Obligations means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it.

©Holding Redlich

Infrastructure means infrastructure or services to be constructed or installed on the Development Site, as a condition of a Development Consent, a requirement of an Authority or in any other circumstance.

Interest Rate means 10% per annum.

Nomination means a nomination based on or in or substantially in the form of attachment E or any other form of nomination prescribed by the Community Management Act or any other statute at any time for use in connection with meetings of the Precinct Association.

Normal Expenses means:

(a) in relation to the Community Scheme – normal operating expenses usually payable from the administrative fund of a community association; and

(b) in relation to the Precinct Scheme – normal operating expenses usually payable from the administrative fund of a precinct association.

Plan means any of the Community Plan and the Precinct Plan.

Precinct Association means the entity that is constituted under the Community Development Act on registration of the Precinct Plan and established as a Precinct Association under the Community Management Act.

Precinct Development Lot has the meaning given to it in the Precinct Management Statement.

Precinct Management Statement means the precinct management statement that is registered with the Precinct Plan.

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

Precinct Plan means DP No. 280076 together with the section 88B instrument and transfers granting easements registered with the precinct plan.

Precinct Plan Instrument means the instrument accompanying the Precinct Plan.

Precinct Property means lot 1 in the Precinct Plan.

Precinct Scheme means a precinct scheme known as precinct scheme DP no. 280076, constituted on registered of the Precinct Plan.

Property Right means any easement, restrictions or covenants, any lease, agreement or arrangement, or any right or privilege;

Proxy means a proxy based on or in or substantially in the form of Attachment B or any other form of proxy prescribed by the Community Management Act or any other statute at any time for use in connection with meetings of the Precinct Association.

Purchaser's Power of Attorney means a power of attorney in or substantially in the form of Attachment D.

Registrar means the registrar of the Tribunal.

Release or Released includes the release, surrender or bringing to an end of a Property Right;

©Holding Redlich

Requisitions means the requisitions set out in Attachment F.

Selling and Leasing Activities has the meaning given to it in clause 63.

Substation Premises has the meaning given to it in clause 46.4.

Tribunal means the NSW Civil and Administrative Tribunal established by the *Consumer, Trader and Tenancy Tribunal Act 2001* (NSW).

Unit Entitlement Schedule means the schedule in the relevant Precinct Plan.

Vary or Variation includes the varying or amending of a Property Right.

W&S Authority means the Authority referred to in Schedule 4.

36.2 In this contract, unless the context clearly indicates otherwise:

(a) a reference to this contract means this contract and any document that varies, supplements or novates this contract;

(b) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;

(c) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;

(d) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;

(e) **including** is not a word of limitation;

(f) the words at any time mean at any time and from time to time;

(g) the word **vary** includes add to, delete from or cancel;

(h) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;

(i) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;

(j) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(k) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(l) a reference to a company includes its successors and permitted assigns;

(m) a reference to a document is a reference to a document of any kind including a plan;

©Holding Redlich

(n) where this agreement refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;

(o) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;

(p) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(q) a requirement to do any thing in this contract includes a requirement to cause that thing to be done;

(r) a word that is derived from a defined word has a corresponding meaning;

(s) the singular includes the plural and vice-versa;

(t) words importing one gender include all other genders;

(u) a word has the meaning given to it by a definition in the Community Schemes Legislation if it is used but not defined in this contract; and

(v) **create** includes create, enter into, make, grant or dedicate.

36.3 Headings are inserted for convenience and do not affect the interpretation of this contract.

36.4 The table of contents of additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it affects the interpretation of this contract.

36.5 If there is any inconsistency between these additional provisions and the standard printed conditions, these additional provisions prevail.

37. Purchaser's representations and agreements

37.1 The purchaser represents and agrees that:

(a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;

(b) in entering into this contract the purchaser has relied on such inspection of the property as is practicable on the contract date and enquiries relating to the property made by or on the purchaser's behalf;

(c) the purchaser has obtained or has been in a position to obtain appropriate independent advice on and is satisfied about:

(i) the purchaser's obligations and rights under this contract;

©Holding Redlich

(ii) the nature of the property and the purposes for which the property can be lawfully used; and

(iii) all things disclosed by the vendor in this contract; and

(d) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent.

37.2 The purchaser agrees that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 37.1 are true and not misleading.

38. Investment of deposit

38.1 The parties direct the depositholder:

(a) to invest the deposit with a bank in New South Wales nominated by the vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;

(b) to hold the deposit in the depositholder's trust account on trust for both parties where the interest earned on an interest-bearing account at call for the period from the contract date until the completion date is likely, in the reasonable opinion of the vendor, to be less than $150;

(c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;

(d) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;

(e) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and

(f) to pay the interest earned on the deposit in accordance with this clause 38.

38.2 Subject to any other provision of this contract to the contrary the vendor and the purchaser are entitled to the interest earned on the deposit in equal shares.

38.3 The depositholder may pay any share of interest to which the purchaser is entitled to the purchaser's solicitor.

38.4 Bank charges and government charges, fees and taxes are to be deducted from the interest earned on the deposit before payment is made under this clause 38.

38.5 The party entitled to the deposit on completion, termination or rescission of this contract (whichever occurs) bears the risk of loss of the deposit.

38.6 The parties must give the depositholder their tax file numbers on or before the date on which the deposit is invested in accordance with this clause 38.

38.7 The parties, until the party entitled to the deposit is determined, at which time that party solely, must keep the depositholder indemnified from any tax that may become payable on interest accruing on the deposit.

©Holding Redlich

39. Deposit bond

39.1 If the vendor accepts a Bond this clause applies.

39.2 Subject to clauses 39.3 and 39.4, the delivery of the Bond upon the making of this contract shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

39.3 The purchaser shall pay the amount stipulated in the Bond to the vendor's solicitor in cash or by unendorsed bank cheque on completion of this contract or at such other time upon which the deposit is to be accounted for the vendor.

39.4 If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the provider of the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.

39.5 The vendor acknowledges that payment to the vendor by the Bond provider under the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under clause 39.4.

39.6 The vendor and the purchaser agree that the expiry date of the Bond should at all times be no earlier than 2 months after the completion date. If it occurs that the expiry date of the Bond is at any time earlier than 2 months after the completion date, the purchaser must, no later than one month before the expiry date of the Bond, deliver to the vendor a substitute Bond with an expiry date no earlier than 2 months after the completion date.

39.7 The purchaser can at any time by unendorsed bank cheque pay the amount stipulated in the Bond to the depositholder.

39.8 If the purchaser makes a payment under clause 39.7:

(a) the amount paid is to be treated in all respects as though it was received under clause 2 as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and

(b) the vendor must promptly after receipt of the amount return the Bond to the purchaser.

39.9 If a substitute Bond required to be provided under clause 39.6 is not delivered within the specified time:

(a) the purchaser is taken to have not complied with this contract in an essential respect;

(b) the vendor has the right to call on the Bond at anytime within 5 business days before the Bond's expiry date.

39.10 If the purchaser does not comply with this contract in an essential respect and the vendor terminates this contract the vendor can demand payment from the issuer of the Bond of the amount stipulated in the Bond.

©Holding Redlich

39.11 The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bond.

40. Not Used.

41. Not Used.

42. Interest, adjustments and notice to complete

42.1 If the purchaser completes this contract but does not do so on or before the completion due date, then on completion:

(a) the purchaser must pay the vendor interest on:

(i) the balance of the price;

(ii) any other amount payable by the purchaser to the vendor under this contract; and

(iii) half of the deposit,

from but excluding the completion date up to and including the date of completion at the Interest Rate and

(b) despite clause 14, adjustments are to be made as at the earlier of:

(i) the completion date; and

(ii) the date possession of the property is given to the purchaser.

42.2 Payment of interest under this clause 42 is an essential term of this contract. The purchaser cannot require the vendor to complete this contract unless the interest payable under this clause 42 is paid to the vendor on completion.

42.3 If the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete:

(a) the purchaser need not pay interest under this clause 42 in respect of the period before the date the vendor can complete; and

(b) unless possession of the property has been given to the purchaser, adjustments under clause 14 are not at the adjustment date but at the date the vendor can complete.

42.4 If either party is unable or unwilling to complete by the completion date, or is otherwise entitled to serve a notice to complete, the other party shall be entitled at any time after that date to serve a notice to complete making the time for completion essential. Such notice must give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is agreed by the parties to be reasonable and sufficient to render the time for completion essential.

©Holding Redlich

42.5 If a party is entitled to serve a notice to complete and serves such notice, the party receiving the notice must, if requested by the party serving the notice, pay to the solicitor of the party serving the notice, on completion, the sum of $440 (which includes GST of $40) which the party receiving the notice agrees is a genuine pre-estimate of the legal costs incurred by the party serving the notice, in connection with the service of the notice to complete and the circumstances which resulted in its service.

42.6 A party that serves a notice to complete may withdraw or extend its notice at any time prior to the expiry of the notice to complete by written notice to the other party without prejudice to its right to serve a further notice to complete.

43. Not Used.

44. Not Used.

45. Not Used

46. Easements and other matters

46.1 The vendor discloses and the purchaser is aware that all Property Rights may not have been Granted, Varied or Released which may be necessary or desirable for any Authority, the Community Association, the Precinct Association or the or vendor to Grant, Vary or Release.

46.2 If it is considered necessary or desirable for an Authority, the Community Association, the Precinct Association or the or vendor, the vendor or an Authority will Grant, Vary or Release Property Rights and the purchaser cannot make a Claim in respect of any matter relating to such Grant, Vary or Release.

46.3 If any Property Right is:

(a) Granted;

(b) Varied; or

(c) Released,

before completion:

(d) which is not disclosed in, or otherwise contemplated by, this contract; and

(e) the effect of which will materially prejudice the purchaser,

then clause 46.3(f)(i) applies.

(f) If this clause applies (pursuant to clause 46.3):

(i) the vendor may at any time serve a notice setting out details of the Property Right Granted, Varied or Released and the purchaser can rescind

©Holding Redlich

this contract in respect of the matter by serving notice within 14 days after the day the vendor serves its notice; or

(ii) if the vendor does not serve notice under clause 46.3(f)(i), the vendor must serve a notice setting out details of the relevant Property Right Granted, Varied or Released and the purchaser can rescind the contract in respect of the matter by serving notice within 14 days after the day the vendor serves its notice.

(g) The purchaser will not be entitled to rescind this contract in respect of a Grant, Variation or Release of a Property Right where that matter has already been disclosed in a notice served under clause 46.3(f) and the relevant 14 day period has lapsed.

(h) If after completion of this contract, it is considered necessary by an Authority or by the Community Association, the Precinct Association or the vendor to:

(i) Grant;

(ii) Vary; or

(iii) Release,

any Property Right, the effect of which does not materially prejudice the purchaser, then the purchaser will, and will procure their mortgagee to, co-operate with the vendor and do all things reasonably required by the vendor to Grant, Vary or Release such Property Rights, including by executing and/or procuring the mortgagee's execution of a NSW Land Registry instrument and producing the title to the property.

(i) The purchaser will grant the vendor a power of attorney to enable it to execute any document on behalf of the purchaser required by NSW Land Registry to Grant, Vary or Release any Property Right.

46.4 The vendor discloses and the purchaser is aware that the Energy Authority can require any or all of the following, each of which are deemed not to materially prejudice the purchaser:

(a) the construction within Community Property or Precinct Property of one or more substation premises (**Substation Premises**);

(b) the grant to the Energy Authority by the vendor, the Community Association, the Precinct Association or another person of a lease of the Substation Premises; and

(c) the grant to the Energy Authority by the vendor, the Community Association, the Precinct Association or another person of easements and other rights and privileges in connection with the Substation Premises.

47. Council and water and sewerage rates and land tax

47.1 If, at completion:

©Holding Redlich

(a) a separate assessment for council rates in respect of the property for the year current at completion has not been received by the vendor; or

(b) the purchaser has not served a certificate from the Council showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

(c) the vendor must pay the actual separate assessment if and when it is received; and

(d) on completion the parties must adjust the amount referred to in part 1 of Schedule 5 under clause 14, but subject to clause 42.1(b) where applicable.

47.2 If, at completion:

(a) a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been received by the vendor; or

(b) the purchaser has not served the vendor with a certificate from the Water and Sewerage Authority showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

(c) the vendor must pay the actual separate assessment if and when it is received; and

(d) on completion the parties must adjust the amount referred to in part 2 of Schedule 5 under clause 14 but subject to clause 42.1(b) where applicable.

47.3 Before completion, the vendor must pay:

(a) any assessment for council rates; and

(b) any assessment for water and sewerage rates and water usage charges,

received by the vendor before completion for any land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for non-payment of rates.

47.4 If completion takes place during the land tax year current at the completion date, on completion the parties must adjust the amount referred to in part 3 of Schedule 5 under clause 14 but subject to clause 42.1(b) where applicable.

47.5 If completion does not take place during the land tax year current at the completion date, on completion the purchaser must pay to the vendor the total of:

(a) the proportion of the amount referred to in part 3 of Schedule 5 applicable to the period between the completion date and the 31 December first occurring after that date; and

(b) the amount referred to in part 3 of Schedule 5.

47.6 If the purchaser is ready, willing and able to complete and completion cannot take place before the commencement of the land tax year following the land tax year

©Holding Redlich

current at the completion date because the vendor cannot complete, the purchaser need not make the payments referred to in clause 47.5 and the parties must instead adjust the amount referred to in part 3 of Schedule 5 under clause 14, but subject to clause 42, where applicable.

47.7 No regard is to be had to any actual land tax assessment for any land that includes the property or for the property that is received by the vendor for the land tax year current at the completion date or for the following land tax year.

47.8 Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.

47.9 If the purchaser serves a land tax certificate showing a charge on the property, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the property.

47.10 If:

(a) completion occurs during January, February or March;

(b) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and

(c) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:

(d) cannot make any requisition or claim, delay completion or rescind or terminate because at the date of completion there is a charge for land tax on land that includes the property or for the property; and

(e) cannot require the vendor to comply with clause 47.9.

48. Additional right to rescind

48.1 If a party, or if the other party consists of 2 or more persons, any of those persons:

(a) dies; or

(b) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the other party, unable to complete this contract on time,

then the other party can rescind by giving a notice in writing to the first party's solicitor at any time before completion.

48.2 If the purchaser is a company and:

(a) resolves to go into liquidation;

(b) has a petition for its winding up presented;

©Holding Redlich

(c) enters into any scheme or arrangement with its creditors under the *Corporations Act 2001* (Cth), or

(d) has a receiver, administrator or official manager appointed to it, or

then the purchaser is in default of an essential term of this contract.

48.3 The provisions of clause 48.1 and clause 48.2 do not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if these clauses had not been included in this contract.

49. Position of W&S Authority's sewer

The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of:

(a) the position of the W&S Authority's sewer in relation to the property at completion; or

(b) the unavailability from the W&S Authority of a current diagram showing the position of the W&S Authority's sewer in relation to the property at completion.

50. Attachments

The vendor does not warrant the accuracy or completeness of any document referred to in part 1 of Schedule 1.

51. Certain provisions apply after completion

The provisions of this contract intended to have application after completion, continue to apply despite completion.

52. Encumbrances

52.1 If a mortgage or caveat is recorded on the folio identifier for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.

52.2 Despite clause 52.1 if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio identifier for the property the purchaser must complete this contract despite that caveat.

53. Caveat by purchaser

53.1 Subject to clause 53.2 the purchaser must not lodge a caveat for recording on the folio identifier for the Community Parcel or any part of the Community Parcel.

53.2 The purchaser can lodge a caveat for recording on the folio identifier for the property after the creation of that folio identifier.

©Holding Redlich

54. Granting of security

54.1 The vendor discloses and the purchaser is aware that the vendor may assign or novate the vendor's interest in this contract and if the vendor does so the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.

54.2 The vendor discloses and the purchaser is aware that the vendor has granted or may grant a mortgage, charge or other security over the vendor's interest:

(a) in the property;

(b) in this contract;

(c) in the deposit paid under this contract; or

(d) in some or all of the property, this contract and the deposit paid under this contract,

and, if the vendor has done or does do so, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.

54.3 The purchaser cannot rescind this contract if in connection with the property or the vendor (or both), a person holding a mortgage over the property or security from the vendor becomes a mortgagee in possession or appoints a receiver, receiver and manager, agent or similar functionary.

55. Community Scheme and Precinct Scheme

55.1 In this contract, property, includes any interest in the Precinct Property associated with the lot in the Precinct Plan referred to on the Front Page.

55.2 The vendor is wholly liable to pay any contribution levied in relation to the property by the Precinct Association other than a contribution referred to in clause 55.4:

(a) if the contribution is levied before completion; or

(b) if the contribution is levied after completion, to the extent the contribution relates to:

(i) money borrowed or work started by the Precinct Association before the date of completion; or

(ii) an obligation of the Precinct Association to an Authority existing at the date of completion.

55.3 The vendor discloses and the purchaser is aware that the vendor and the Precinct Association will adjust, on a unit entitlement basis, any Normal Expenses of the Precinct Association paid by the vendor.

55.4 The vendor and the purchaser must adjust under clauses 14 and 42 regular periodic contributions to the administrative fund and the sinking fund of the Precinct Scheme and any regular payment under the Precinct Management Statement.

©Holding Redlich

55.5 The vendor and the purchaser must adjust under clauses 14 and 42, on a unit entitlement basis, any Normal Expenses of the Precinct Association paid by the vendor that have not been and will not be reimbursed to the vendor at or after completion.

55.6 Clause 11 does not apply to any work order with which the Community Association or the Precinct Association must comply.

55.7 Clause 18.4 does not apply to any risk against which it is the responsibility of the Community Association or the Precinct Association to insure.

55.8 The vendor authorises the purchaser to:

(a) apply for any certificate available from the Community Association and the Precinct Association under section 26 of the Community Management Act; and

(b) apply for and make any inspections available from the Community Association and the Precinct Association under section 26 of the Community Management Act.

55.9 Not less than 7 days before completion the vendor must give the purchaser a certificate under section 26 of the Community Management Act in respect of the Precinct Scheme. The purchaser must pay for these certificates on completion.

55.10 The purchaser must submit with the transfer tendered under clause 4 a notice in duplicate under section 46 (as applicable) of the Community Management Act signed by the purchaser. The vendor must sign both copies of the notice and on completion insert the date of delivery of the transfer. The vendor must give one copy of the notice to the Precinct Association and the other copy to the purchaser who may, on behalf of the vendor, send it to the Precinct Association.

56. Governing law

This contract is governed by and must be construed according to the laws of New South Wales.

57. Requisitions

The purchaser is only entitled under clause 5 to make the Requisitions.

58. Service by facsimile or electronic means

58.1 A document under or relating to this contract is served if it is transmitted by fax:

(a) when the transmission is recorded on the sender's transmission result report unless:

(i) within 24 hours of that time the recipient informs and provides evidence to the sender that the transmission was received in an incomplete or illegible form; or

(ii) the transmission result report indicates a faulty or incomplete transmission;

©Holding Redlich

(b) where a party's solicitor is named in this contract, if the document is transmitted using the solicitor's fax number stated in this contract or any other fax number which that solicitor has notified to the sender;

(c) where there is no solicitor named in this contract in respect of a party, if the document is transmitted using the fax number stated in this contract for that party (if any) or any other fax number which that party has notified to the sender; and

(d) on the business day the transmission is received unless it is received after 5pm when the document is taken to have been served at 9am on the next business day.

58.2 Notwithstanding any clause of this contract to the contrary, the purchaser acknowledges and agrees that the vendor may serve a copy of a document or notice under this contract in electronic form, including:

(a) by email, using the purchaser's solicitor's email address which that solicitor has used when communicating with to the vendor's solicitor; or

(b) on CD, DVD or USB memory stick, provided that at the time of service the format used is readily accessible.

59. Exercise of certain rights to rescind

If a right to rescind given by a clause referred to in Schedule 7 is not exercised within the period or by the date specified for its exercise, it cannot be exercised.

60. Guarantee and indemnity

60.1 This clause has no application if there is no guarantor.

60.2 In this contract unless the contrary intention appears:

(a) a reference to guarantor is a reference to all of the persons named as guarantor jointly and each of them severally; and

(b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

60.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

60.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

60.5 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to

©Holding Redlich

the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

60.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

60.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

(a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and

(b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.

60.8 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.

60.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:

(a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;

(b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or

(c) any variation or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.

60.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:

(a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or

(b) prove in competition with the vendor if a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

60.11 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

60.12 If for any reason the guarantor named on the front page has not executed this contract, then the purchaser must do all things necessary to procure a guarantee and

©Holding Redlich

indemnity from the guarantor on or substantially on the same terms as this clause 60 within 7 days of a written demand made by the vendor.

60.13 Without limiting clause 60.12, the vendor can require the purchaser to procure the guarantor to execute any of the following:

(a) the contract (as guarantor); or

(b) a deed on or substantially on the same terms as this clause 60,

within 7 days of a written demand made by the vendor.

60.14 This clause 60 is an essential term of this contract.

61. Not Used

62. Development Activities & the purchaser

62.1 After completion:

(a) the vendor must not carry out Development Activities on the property otherwise than at the request of the purchaser; and

(b) the purchaser must not do anything, including make an application to or otherwise approach the Registrar or an Adjudicator or the Tribunal, the Council, the Community Association or the Precinct Association or commence any proceedings in a court because Development Activities are being carried out or because of the manner in which they are being carried out, unless the Development Activities are being carried out contrary to the law.

62.2 The vendor must use reasonable endeavours to ensure that any Development Activities carried out after completion cause the purchaser as little inconvenience as is reasonably practicable.

63. Selling and leasing activities

63.1 Both before and after completion and until the vendor completes the sale of all lots in the Community Parcel, the vendor and persons authorised by the vendor may:

(a) conduct selling and leasing activities in and about the Community Parcel, including the Precinct Parcel (**Selling and Leasing Activities**);

(b) place and maintain in and about the Community Parcel, including the Community Property and the Precinct Parcel (but not the property):

(i) signs of all kinds in connection with Selling and Leasing Activities; and

(ii) offices and other facilities for people involved in Selling and Leasing Activities; and

(c) hold any event or function in and about the Community Parcel, including the Community Property and the Precinct Parcel (but not the property) in connection with Selling and Leasing Activities.

©Holding Redlich

63.2 The vendor must use reasonable endeavours to ensure that the conduct of Selling and Leasing Activities causes the purchaser as little inconvenience as is reasonably practicable.

64. Purchaser's obligations about designated matters – voting, proxies, etc

64.1 If the vendor serves notice requiring the purchaser to do so, the purchaser must:

(a) vote and use all reasonable endeavours to ensure that an enrolled mortgagee and enrolled covenant chargee of the property votes in favour of any motion for a resolution of the Community Association or the Precinct Association to implement or give effect to or which would otherwise beneficially affect any of the Designated Matters or the carrying out of the Development Activities or which is of assistance to the vendor in the exercise of rights in relation to the Designated Matters or the Development Activities;

(b) vote and use all reasonable endeavours to ensure that an enrolled mortgagee and enrolled covenant chargee of the property votes against any motion for a resolution of the Community Association or the Precinct Association that, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or the carrying out of the Development Activities or which is not of assistance to the vendor in the exercise of rights in relation to the Designated Matters or the Development Activities; and

(c) promptly execute and deliver to the vendor, as appropriate, the Purchaser's Power of Attorney (in favour of the nominee of the vendor) and a valid proxy naming the nominee of the vendor as the purchaser's proxy holder or a valid nomination naming the nominee of the vendor as the purchaser's company nominee or any of those documents, entitling the nominee of the vendor to attend and vote at any meeting of the Community Association and the Precinct Association in relation to any motion for a resolution to implement or give effect to any of the Designated Matters or the carrying out of the Development Activities or any motion which would otherwise affect any of the Designated Matters or the Development Activities.

64.2 The purchaser must ensure that a transferee of the property from the purchaser enters into a deed with the vendor in the terms of this clause 64 (and incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit from this clause 64) in such form as required by the vendor, acting reasonably. A deed in substantially the form attached as Attachment E will be satisfactory to the vendor.

64.3 The purchaser must:

(a) use all reasonable endeavours to ensure that the purchaser can exercise a vote at a meeting of the Community Association and of the Precinct Association; and

(b) not:

(i) do anything that may prevent the vendor exercising a vote at a meeting of the Community Association or of the Precinct Association;

©Holding Redlich

(ii) revoke a proxy or nomination executed and delivered under clause 64.1(c) or the Purchaser's Power of Attorney (except at the request of the vendor);

(iii) do anything that can invalidate or make a proxy or nomination executed and delivered under clause 64.1(c) or the Purchaser's Power of Attorney incapable of use;

(iv) do anything, including make an application to or otherwise approach the Registrar or an Adjudicator or the Tribunal, the Council, the Community Association, the Precinct Association or commence any proceedings in a court that may delay, hinder or prevent the implementation of or giving effect to or that may otherwise detrimentally affect the Designated Matters or the carrying out of the Development Activities or the exercise of rights by the vendor in relation to the Designated Matters or the Development Activities;

(v) procure or request any person to do anything that may delay or prevent the implementation of or giving effect to or that would otherwise detrimentally affect the Designated Matters or the carrying out of the Development Activities or the exercise of rights by the vendor in relation to the Designated Matters or the Development Activities;

(vi) do anything that may delay or prevent the Community Association or the Precinct Association, when required by the vendor, producing the certificates of title for the Community Property or the Precinct Property at the Office of the Land and Property Information at any time to record registration of an instrument or other dealing; or

(vii) do anything that may delay or prevent the vendor from assigning or novating its interest in this contract at any time.

64.4 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of the Designated Matters.

64.5 The purchaser must use all reasonable endeavours to ensure any enrolled mortgagee and enrolled covenant chargee of the property complies with this clause 64.

64.6 This clause 64 continues to apply despite completion of this contract and ceases to apply on the earlier of:

(a) the date that is 15 years from the date of registration of the Community Plan; and

(b) the date when the vendor has completed the sale of all lots in the Community Parcel.

65. Compliance with rules & right for the vendor to enter

65.1 The purchaser acknowledges and agrees that it is essential for:

(a) the success of the Community Scheme as a harmonious place; and

©Holding Redlich

(b) to the vendor's ongoing ability to sell dwellings and land within the Community Parcel

that the vendor is able ensure compliance by existing occupants of the Community Parcel with the Architectural and Landscape Standards, the Community Management Statement, Precinct Management Statement and other relevant documents.

65.2 The purchaser further acknowledges and agrees that as such the vendor will be the sole member of the committee set up under the Community Management Statement (**Planning Committee**) to approve the carrying out of works to dwellings within the Community Parcel and to require compliance with the Architectural and Landscape Standards.

65.3 The purchaser covenants with the vendor that it will comply with the purchaser's obligations under each of:

(a) the Architectural and Landscape Standards;

(b) the Community Management Statement;

(c) the Precinct Management Statement; and

(d) a restrictive covenant registered on the property in favour of the vendor as owner of Community Development, if any.

65.4 If the purchaser fails to comply with the purchaser's obligations under any of the Architectural and Landscape Standards, the Community Management Statement or the Precinct Management Statement, the vendor may serve notice requiring compliance (other than in respect of non payment of levies).

65.5 If the purchaser does not comply with the vendor's notice within a reasonable time, the vendor may do anything necessary to enforce its rights. Actions it may take include to enter onto the property at reasonable times to carry out works, rectify works or demolish works so as to remedy the purchaser's non compliance. The vendor's costs in enforcing its rights under this clause 65 will be a debt due and payable by the purchaser to the vendor.

65.6 This clause does not merge on completion.

66. Privacy

66.1 The purchaser consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor:

(a) for entering into, administering and completing this contract and the Development Activities;

(b) for planning and product development by the vendor;

(c) to comply with the vendor's obligations or to enforce their rights under this contract;

(d) to owners of adjoining lands to enable them to deal with the purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of Personal Information to contractors to assist

©Holding Redlich

adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);

(e) to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the property;

(f) to service providers engaged by the vendor such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;

(g) to any third party who has a right or entitlement to share in the monies paid or payable to the vendor under this contract; and

(h) in other circumstances where the vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

66.2 A copy of the vendor's applicable privacy policy is available from the vendor on request.

67. Foreign Resident Capital Gains Withholding

(a) **Attachment G** is a certificate of clearance within the meaning of s14-220 of Schedule 1 to the TA Act, that covers the period from and including the contract date to completion (**Clearance Certificate**).

(b) In the event that the Clearance Certificate is withdrawn prior to completion, then the vendor must obtain a replacement Clearance Certificate and serve the purchaser with a copy before completion.

(c) In this clause 67, **TA Act** means the *Taxation Administration 1953* (Cth).

©Holding Redlich

Schedules

Schedule 1

Part 1

Copies of the following documents are attached:

Title searches for Registered Property

DP270983

Instrument registered with DP270983

Community Management Statement DP270983

Precinct Plan DP280076

Instrument registered with DP280076

Community Management Statement DP280076

Easements and other registered encumbrances

Certificate under section 10.7 of the Environmental Planning and Assessment Act 1979

Sewer reference sheet

Land Tax Certificate

©Holding Redlich

Part 2

Copies of the following documents are attached:

ATTACHMENT A. Architectural and Landscape Standards

ATTACHMENT B. Proxy

ATTACHMENT C. Nomination

ATTACHMENT D. Purchaser's Power of Attorney

ATTACHMENT E. Further Purchaser's Deed of Agreement

ATTACHMENT F. Requisitions

ATTACHMENT G. Clearance Certificate

Schedule 2(Clause 36 COUNCIL)

Campbelltown City Council

Schedule 3 (Clause 36 DESIGNATED MATTERS)

1 Matters referred to in clauses 32, 46,62, 63 and 65.

2 Issues arising out of the management of:

(a) the Community Scheme; and

(b) the Precinct Scheme

3 The creation of By-laws and rules by:

(a) the Community Association; and

(b) the Precinct Association

4 The application of:

(a) By-laws; and

(b) rules created by:

(i) the Community Association; and

(ii) the Precinct Association

5 The variation of:

(a) By-laws; and

(b) rules created by:

(i) the Community Association; and

(ii) the Precinct Association

Schedule 4 (Clause 36 W&S AUTHORITY)

Sydney Water

Schedule 5 (Clause 47 COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX)

Part 1

$1,800 per annum

Part 2

$400 per annum

Part 3

No adjustment required

Schedule 6 (Clause 32 GST)

The sale of the property is a taxable supply

The property comprises new residential premises

The property does not compromise:

(a) Commercial residential premises;

(b) Subdivided farm land; or

(c) Farm land supplied for farming

The sale of the property is not a going concern

Schedule 7 (Clause 59 EXERCISE OF CERTAIN RIGHTS TO RESCIND)

46.3

DOCUMENTS REFERRED TO IN PART 1 OF SCHEDULE 1

EXECUTION PAGES

EXECUTED by **Jessica Investments Pty. Limited (ACN 001 156 109)** in accordance with section 127 of the Corporations Act …… Signature/ Director …… Print Name	 …… Signature / Secretary …… Print Name

EXECUTED by as attorney for **Jessica Investments Pty. Limited (ACN 001 156 109)** under power of attorney dated and registered Book No in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of attorney

EXECUTED by the purchaser in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of purchaser

EXECUTED by the purchaser in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of purchaser

EXECUTED by the purchaser in accordance with section 127 of the Corporations Act ..... Signature Director/Secretary ..... Name	 ..... Signature Director/Secretary ..... Name

EXECUTED by the guarantor in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	…… Signature of guarantor

DOCUMENTS REFERRED TO IN PART 1 OF SCHEDULE 1

INSERT TITLE SEARCH FOR RELEVANT LOT

LOT/280076

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/280076

SEARCH DATE	TIME	EDITION NO	DATE
7/6/2019	3:56 PM	1	27/5/2019

LAND

THE PRECINCT PROPERTY WITHIN LOT 1 IN PRECINCT PLAN DP280076
AT BARDIA
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP280076

FIRST SCHEDULE

PRECINCT ASSOCIATION DP280076
ADDRESS FOR SERVICE OF DOCUMENTS:
C-\ MONARCH INVESTMENTS
SUITE 12
33 RYDE ROAD
PYMBLE 2073

SECOND SCHEDULE (21 NOTIFICATIONS)

1 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
2 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270983
3 D339856 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
4 DP270152 EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP285479 EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP285792 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
7 DP285793 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
8 DP1131246 EASEMENT FOR SEWER PUMP STATION APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1131246 EASEMENT FOR SEWER PUMP STATION APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1131246 EASEMENT FOR DRAINAGE OF SEWAGE 3, 4 & 8.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1131246 EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1131246 RESTRICTION(S) ON THE USE OF LAND
13 DP270983 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE (B3)

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

		AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
14	DP270983	EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
15	DP270983	EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
16	DP270983	EASEMENT FOR SERVICES 16.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
17	DP270983	EASEMENT FOR DRAINAGE OF WATER 16.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
18	DP280076	EASEMENT FOR DRAINAGE OF SEWAGE 1.2, 1.6, 2 & 2.4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
19	DP280076	EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
20	DP280076	EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
21	DP280076	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2019 Received: 07/06/2019 15:56:40

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270983

SEARCH DATE	TIME	EDITION NO	DATE
24/6/2019	10:27 AM	4	27/5/2019

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270983
AT BARDIA
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270983

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270983
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS - COMMUNITY ASSOCIATION DP270983
C/- STRATA PLUS PTY LTD
PO BOX H181
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (41 NOTIFICATIONS)

1 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
2 D339856 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
3 DP270152 EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP285479 EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP285792 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
6 DP285793 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
7 DP1131246 EASEMENT FOR SEWER PUMP STATION APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1131246 EASEMENT FOR DRAINAGE OF SEWAGE 3, 4 & 8.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1131246 EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1131246 EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1131246 EASEMENT FOR UNDERGROUND CABLES 1 & 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (41 NOTIFICATIONS) (CONTINUED)

12	DP1131246	RESTRICTION(S) ON THE USE OF LAND
13	DP1131246	EASEMENT FOR PADMOUNT SUBSTATION 4.06 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP270983	EASEMENT FOR DRAINAGE OF SEWAGE 1.2 METRE(S) WIDE (A) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
15	DP270983	EASEMENT FOR DRAINAGE OF SEWAGE 2 METRE(S) WIDE (B2) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
16	DP270983	EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE (B3) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
17	DP270983	EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 METRE(S) WIDE (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
18	DP270983	EASEMENT FOR RETAINING WALL 1.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
19	DP270983	EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
20	DP270983	EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (F1) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
21	DP270983	EASEMENT FOR SERVICES 16.5 METRE(S) WIDE AND VARIABLE (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
22	DP270983	EASEMENT FOR SERVICES 16.5 METRE(S) WIDE AND VARIABLE (J) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
23	DP270983	EASEMENT FOR UNDERGROUND CABLES 16.5 METRE(S) WIDE AND VARIABLE (K) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
24	DP270983	EASEMENT FOR DRAINAGE OF WATER 16.5 METRE(S) WIDE AND VARIABLE (L) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
25	DP270983	EASEMENT FOR DRAINAGE OF WATER 16.5 METRE(S) WIDE AND VARIABLE (L) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
26	DP270983	RESTRICTION(S) ON THE USE OF LAND (F2) REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT (DOC.1)
27	DP270983	RESTRICTION(S) ON THE USE OF LAND (F3) REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
28	DP270983	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT (DOC.1)
29	DP270983	RESTRICTION(S) ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 & 7.5 WIDE (M) REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT (DOC.1)

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (41 NOTIFICATIONS) (CONTINUED)

30	AM929455	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (NN) IN DP280064
31	AM929456	EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (G) IN DP280064
32	AM929457	EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (GG) IN DP280064
33	AM929458	EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (N) IN DP280064
34	AM929459	EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (C2) IN DP280064
35	AM929460	EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (G2) IN DP280064
36	DP280064	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
37	DP280064	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
38	DP280076	EASEMENT FOR DRAINAGE OF SEWAGE 1.2, 1.6, 2 & 2.4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP280076 (DOC.1)
39	DP280076	EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP280076 (DOC.1)
40	DP280076	EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
41	DP280076	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

NOTATIONS

DP280064 NOTE: REGISTERED 27.10.2017. SUBDIVIDES LOTS 2-3 IN DP270983 INTO LOTS 1-69 IN DP280064

DP280076 NOTE: REGISTERED 27.5.2019. SUBDIVIDES LOTS 4-10 IN DP270983 INTO LOTS 1-40 IN DP280076

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2019 Received: 24/06/2019 10:27:43

InfoTrack

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:1 of 18
Ref:15600598 /Src:M

THIS SHEET IS BEING CONTINUALLY UP-DATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF SUCH UP-DATES AND ADDITIONAL AND REPLACEMENT SHEETS ADDED SEE SCHEDULE BELOW.

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.

Subdivision certificate no.:
Date:

Surveyor: ANTHONY BRUNSKILL
Surveyors ref: 50140 014DP - P2-1

Registered: 27.5.2019

~~COMMUNITY~~/PRECINCT/~~NEIGHBOURHOOD PLAN~~

DP280076

DP280076_1

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:2 of 18
Ref:15600598 /Src:M

DP280076_1

COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 166240	303 223.135	6238 725.431	C	3	SCIMS	FOUND
SSM 176150	303 331.869	6238 733.262	C	3	SCIMS	FOUND
SSM 176157	303 283.548	6238 719.805	C	3	SCIMS	FOUND
SSM 176160	303 129.342	6238 646.181	D	4	SCIMS	FOUND
SSM 176161	303 225.021	6238 639.674	D	4	SCIMS	FOUND
SSM 176162	303 320.381	6238 637.141	D	4	SCIMS	FOUND
SSM 195765	303 067.26	6238 629.69	U	U	TRAVERSE	PLACED
SSM 195767	303 273.31	6238 540.17	U	U	TRAVERSE	PLACED
SSM 195768	303 217.8	6238 461.08	U	U	TRAVERSE	PLACED
SSM 195769	303 165.75	6238 396.55	U	U	TRAVERSE	PLACED
SSM 195770	303 090.74	6238 444.75	U	U	TRAVERSE	PLACED
SSM 195771	303 019.55	6238 482.08	U	U	TRAVERSE	PLACED
SSM 195773	303 106.91	6238 554.33	U	U	TRAVERSE	PLACED
SSM 195774	303 054.77	6238 572.27	U	U	TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 30-01-19 MGA ZONE: 56 MGA DATUM: GDA94

COMBINED SCALE FACTOR: 1.000065 (SSM166240)

DETAIL PLAN

PLAN 1 IN 6 SHEETS

NSPT ~ DENOTES NEW STEEL POST & TIMBER FENCE

DIAGRAM 1
NOT TO SCALE

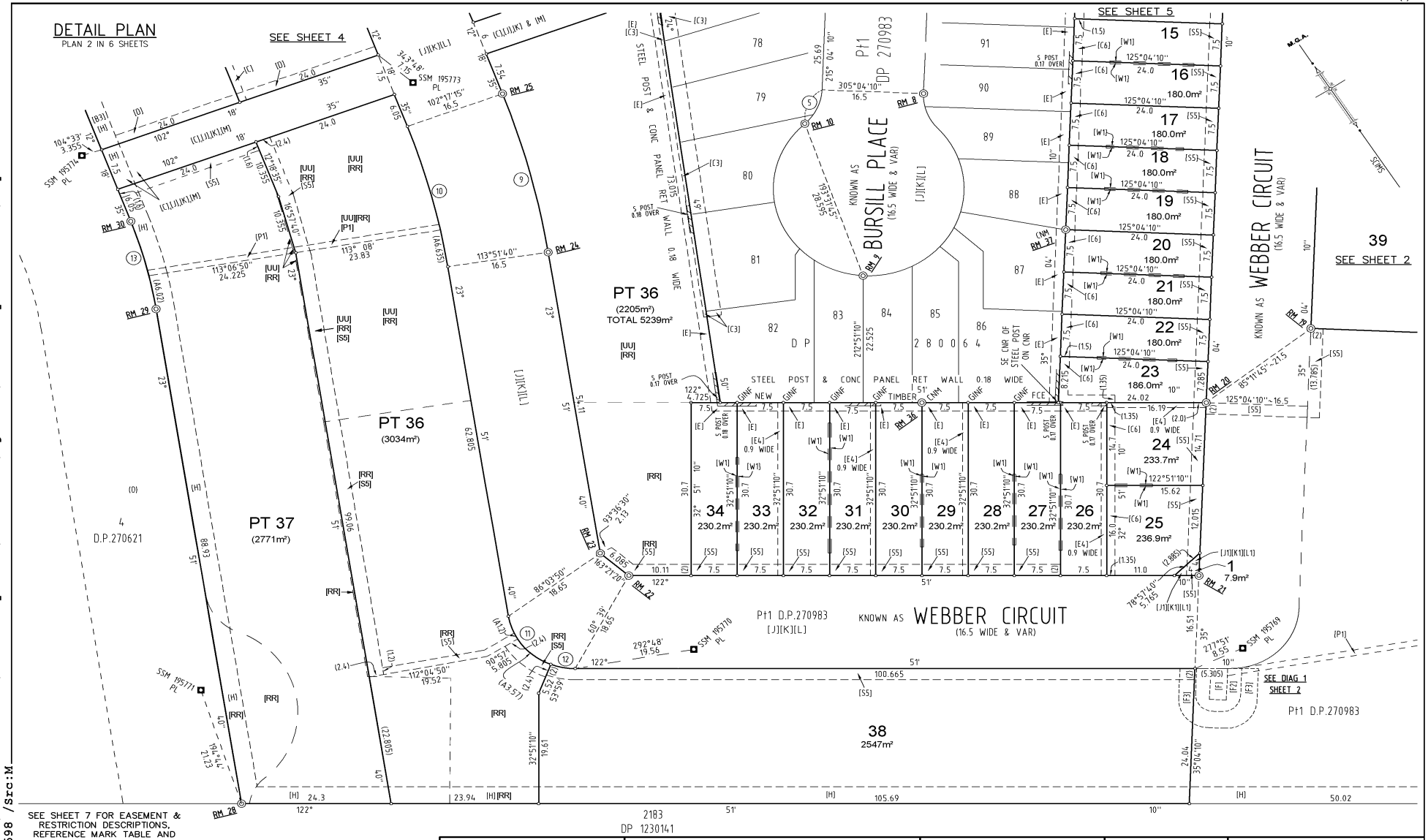
SURVEYOR Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 1000 Lengths are in metres.	Registered 27.5.2019	DP280076

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:3 of 18
Ref:15600598 /Src:M

DP280076_1

DETAIL PLAN

PLAN 2 IN 6 SHEETS



SEE SHEET 7 FOR EASEMENT & RESTRICTION DESCRIPTIONS, REFERENCE MARK TABLE AND SSM CONNECTIONS

GINF - DENOTES GIN IN BOTTOM RAIL OF TIMBER FENCE
CNM - DENOTES CORNER NOT MARKED (INACCESSIBLE)
SEE PAGE 6 FOR EASEMENT [W1] DIMENSIONS

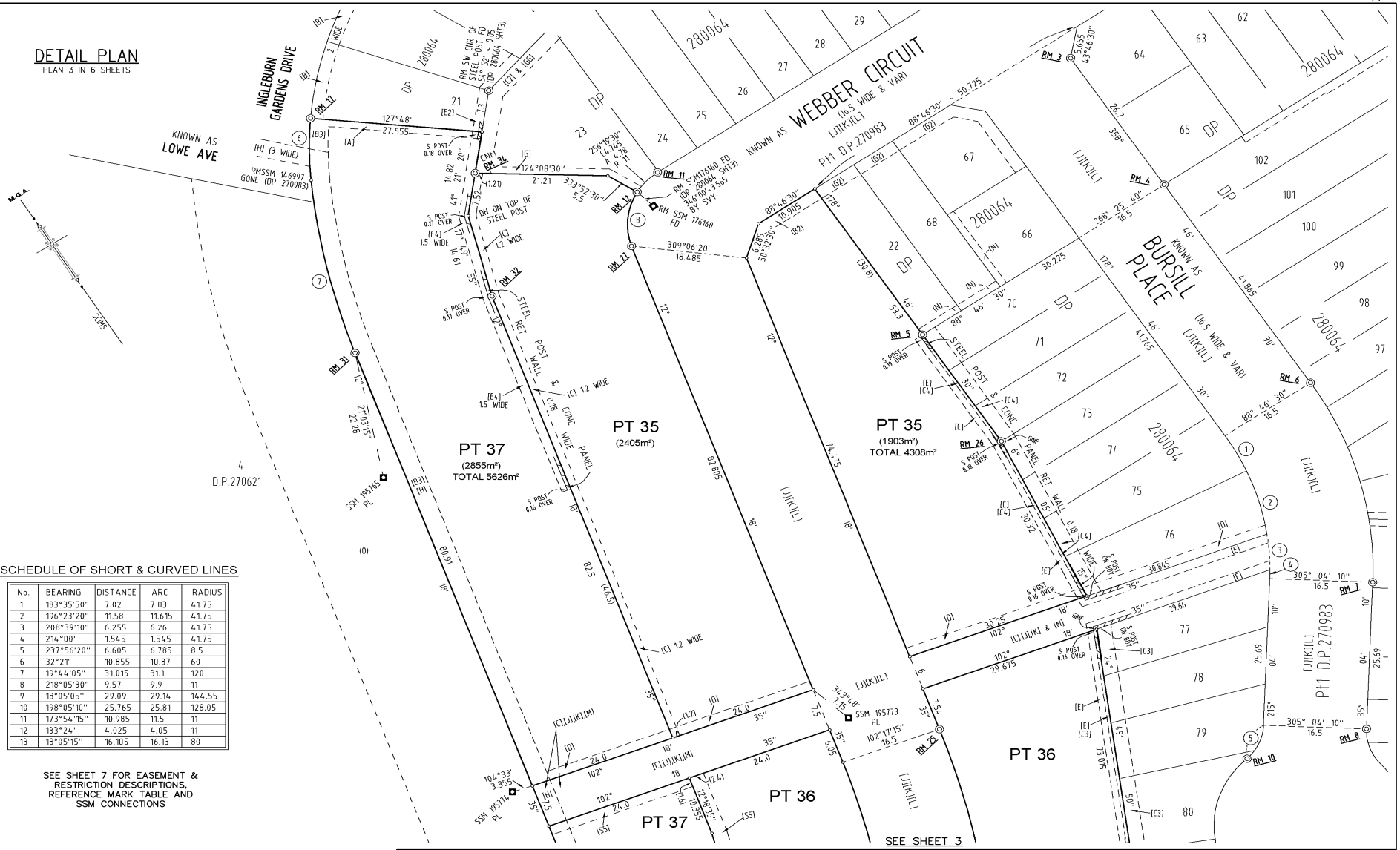
SURVEYOR Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 400 Lengths are in metres.	Registered 27.5.2019	DP280076

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:4 of 18
Ref:15600598 /Src:M

DP280076_1

DETAIL PLAN

PLAN 3 IN 6 SHEETS



No.	BEARING	DISTANCE	ARC	RADIUS
1	183°35'50"	7.02	7.03	41.75
2	196°23'20"	11.58	11.615	41.75
3	208°39'10"	6.255	6.26	41.75
4	214°00'	1.545	1.545	41.75
5	237°56'20"	6.605	6.785	8.5
6	32°21'	10.855	10.87	60
7	19°44'05"	31.015	31.1	120
8	218°05'30"	9.57	9.9	11
9	18°05'05"	29.09	29.14	144.55
10	198°05'10"	25.765	25.81	128.05
11	173°54'15"	10.985	11.5	11
12	133°24'	4.025	4.05	11
13	18°05'15"	16.105	16.13	80

CNM - DENOTES CORNER NOT MARKED (INNACCESSIBLE)
GINF - DENOTES GIN IN BOTTOM RAIL OF TIMBER FENCE
SEE PAGE 6 FOR EASEMENT [W1] DIMENSIONS

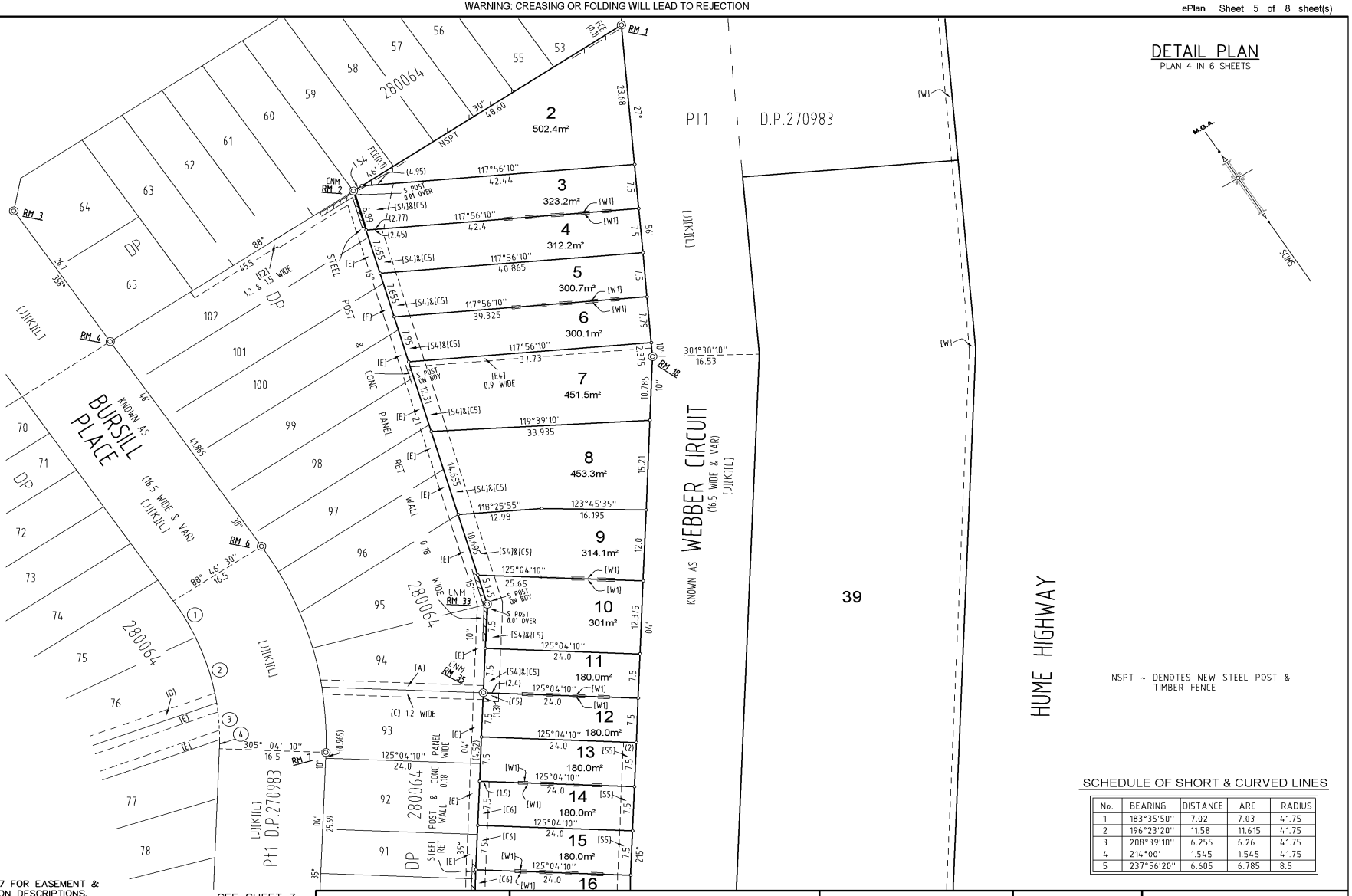
SURVEYOR	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 400 Lengths are in metres.	Registered 27.5.2019	DP280076
Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1				

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:5 of 18
Ref:15600598 /Src:M

DP280076_1

DETAIL PLAN

PLAN 4 IN 6 SHEETS



NSPT ~ DENOTES NEW STEEL POST & TIMBER FENCE

SEE SHEET 7 FOR EASEMENT & RESTRICTION DESCRIPTIONS, REFERENCE MARK TABLE AND SSM CONNECTIONS

SEE PAGE 6 FOR EASEMENT [W1] DIMENSIONS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	183°35'50"	7.02	7.03	41.75
2	196°23'20"	11.58	11.615	41.75
3	208°39'10"	6.255	6.26	41.75
4	214°00'	1.545	1.545	41.75
5	237°56'20"	6.605	6.785	8.5

SURVEYOR
Name: ANTHONY BRUNSKILL
Date of Survey: 30-01-2019
Surveyor's Reference: 50140 014DP - P2-1

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983

LGA: CAMPBELLTOWN
Locality : BARDIA
Reduction Ratio 1: 400
Lengths are in metres.

Registered
27.5.2019

DP280076

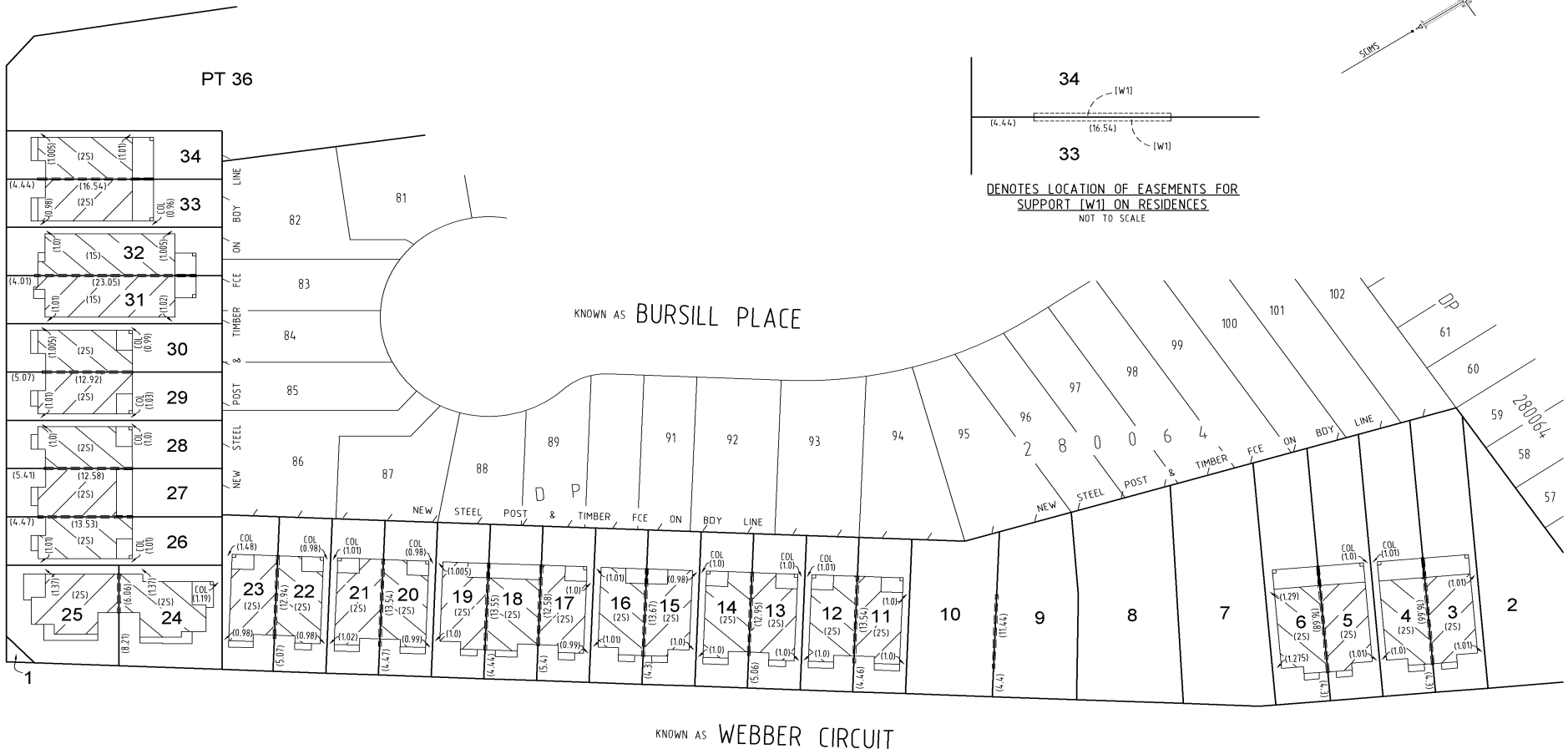
Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:6 of 18
Ref:15600598 /Src:M

DP280076_1

DETAIL PLAN

PLAN 5 IN 6 SHEETS

LOCATION OF RESIDENCES AND EASEMENTS FOR SUPPORT 0.2 WIDE [W1]



DENOTES LOCATION OF EASEMENTS FOR SUPPORT [W1] ON RESIDENCES

NOT TO SCALE

(2S) - DENOTES 2 STOREY SEMI DETACHED/TERRACE BRICK RESIDENCE
(1S) - DENOTES SINGLE STOREY SEMI DETACHED BRICK RESIDENCE

SEE SHEET 7 FOR EASEMENT & RESTRICTION DESCRIPTIONS, REFERENCE MARK TABLE AND SSM CONNECTIONS

SURVEYOR Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 400 Lengths are in metres.	Registered 27.5.2019	DP280076

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:7 of 18
Ref:15600598 /Src:M

DP280076_1

SCHEDULE OF REFERENCE MARKS

MARK NO	TYPE OF RM	BEARING DISTANCE		ORIGIN
RM 1	DH&W'S FD	297° 56' 15"	3.395 & 13.03	DP270983 Sht 2
RM 2	NE CNR OF STEEL POST (RSJ) FD	79° 09'	0.12	DP280064 Sht 2
RM 3	DH&W'S FD	88° 46' 30"	3.34 & 12.965	DP270983 Sht 2
RM 4	DH&W'S FD	88° 25' 40"	3.4 & 13.085	DP270983 Sht 2
RM 5	NE CNR OF STEEL POST (RSJ) FD	161° 03'	0.04	DP280064 Sht 5
RM 6	DH&W'S FD	88° 46' 30"	3.39 & 13.03	DP270983 Sht 2
RM 7	DH&W'S FD RM SSM 192220 FD	125° 04' 10" 158° 05' 30"	3.375 & 13.05 16.705	DP280064 Sht 7
RM 8	DH&W'S FD	125° 04' 10"	3.275 & 13.03	DP270983 Sht 2
RM 9	RM SSM 192221 FD	199° 05' 20"	3.675	DP280064 Sht 7
	DH&W FD	266° 48'	11.105	DP270983 Sht 2
RM 10	DH&W'S FD	350° 45' 30"	3.385 & 27.535	DP280064 Sht 7
RM 11	DH&W'S FD	344° 03'40"	3.49 & 14.565	DP270983 Sht 2
RM 12	RM SSM 176160 FD	345° 58' 346° 00'	3.58 3.565	DP280064 Sht 3 BY SVY
RM 13	DH & W'S FD	313° 49' 30"	3.35 & 15.55	DP280032 Sht 3
RM 14	DH & W'S FD	44° 28' 45"	3.32 & 13.02	DP280032 Sht3
RM 15	DH & W'S FD	148° 53'	8.925 (NG) & 21.585	DP270621 Sht 6
RM 16	DH & W'S FD	27° 56' 15"	10.99 & 23.645	DP270983 Sht 2
RM 17	DH & W	58° 13'	8.005	PLACED
RM 18	DH & W'S	301° 30' 10"	3.34 & 13.08	PLACED
RM 19	DH & W'S	85° 11' 45"	4.4 & 16.97	PLACED
RM 20	DH & W'S	305° 04' 10"	3.4 & 13.06	PLACED
RM 21	DH & W'S	35° 04' 10"	2.37 & 13.055	PLACED
RM 22	DH & W'S	60° 39'	3.69 & 14.735	PLACED
RM 23	DH & W'S	86° 03' 50"	3.665 & 14.735	PLACED
RM 24	DH & W'S	113° 51' 40"	3.405 & 13.03	PLACED
RM 25	DH & W'S	102° 17' 15"	3.385 & 13.03	PLACED
RM 26	DH & W ON WALL	36° 51'	0.185	PLACED
RM 27	DH & W'S	309° 06' 20"	3.805 & 14.705	PLACED
RM 28	DH & W'S	122° 51' 10"	3.375 & 15.77	PLACED
RM 29	DH & W'S	113° 51' 40"	3.345 & 15.57	PLACED
RM 30	DH & W'S	102° 18' 35"	3.35 & 15.545	PLACED
RM 31	DH & W'S	102° 18' 35"	3.35 & 15.575	PLACED
RM 32	DH & W ON WALL	64° 43'	0.15	PLACED
RM 33	DH & W FD IN FOW	107° 29' 25"	0.185	DP280064 Sht 8
RM 34	DH ON SE FACE OF STEEL POST FD	304° 08' 30"	0.015	DP280064 Sht 2&3
RM 35	DH & W FD IN WALL	125° 04' 10"	0.17	DP280064 Sht 8
RM 36	DH&W IN FACE OF STEEL POST	32° 51' 10"	0.18	PLACED
RM 37	DH & W IN FACE OF WALL FD	133° 22'	0.16	DP280064 Sht 8

GINF - DENOTES GIN IN BOTTOM RAIL OF TIMBER FENCE
CNM - DENOTES CORNER NOT MARKED (INACCESSIBLE)
FOW - DENOTES FACE OF CONCRETE WALL
NG - DENOTES NOW GONE

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 166240	54.09	D	4	SCIMS ADOPTED	FOUND
SSM 176150	54.153	D	5	SCIMS DATUM VALIDATION	FOUND
SSM 176161	56.100	U	U		FOUND
SSM 176160	53.242	U	U		FOUND
SSM 195773	50.351	LC	N/A		PLACED
SSM 195770	51.705	LC	N/A		PLACED
SSM 195774	49.188	LC	N/A		PLACED
SSM 195771	49.991	LC	N/A		PLACED
SSM 195765	49.551	LC	N/A		PLACED
SSM 195769	54.962	LC	N/A		PLACED
SSM 195768	56.195	LC	N/A		PLACED
SSM 195767	57.719	LC	N/A		PLACED
SSM 176162	59.726	U	U		FOUND
DATE OF SCIMS AND VALUES: 30-01-19				HEIGHT DATUM: AHD71	

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 166240	SSM 176150	+ 0.063	DIFFERENTIAL LEVELLING
SSM 176150	SSM 176161	+ 1.947	DIFFERENTIAL LEVELLING
SSM176161	SSM 176162	+3.626	DIFFERENTIAL LEVELLING
SSM 176162	SSM 195767	-2.007	DIFFERENTIAL LEVELLING
SSM 195767	SSM 195768	-1.524	DIFFERENTIAL LEVELLING
SSM 195768	SSM 195769	-1.233	DIFFERENTIAL LEVELLING
SSM 195769	SSM 195770	-3.257	DIFFERENTIAL LEVELLING
SSM 195770	SSM195771	-1.714	DIFFERENTIAL LEVELLING
SSM 195771	SSM195774	-0.803	DIFFERENTIAL LEVELLING
SSM 195774	SSM 195765	+ 0.363	DIFFERENTIAL LEVELLING
SSM 195765	SSM 195773	+ 0.80	DIFFERENTIAL LEVELLING
SSM 195773	SSM 176160	+2.891	DIFFERENTIAL LEVELLING
SSM 176160	SSM 166240	+ 0.848	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD71			

SSM CONNECTIONS

SSM 166240 ~ SSM 176161	178°44' 24" ~ 85.772 (MGA GND)
	178°44'12" ~ 85.78 SVY
SSM 176161 ~ SSM 176160	273° 53' 26" ~ 95.894 (MGA GND)
	273° 53' 41" ~ 95.905 SVY
SSM 176161 ~ SSM 176162	91° 31' 18" ~ 95.388 (MGA GND)
	91° 30' 55" ~ 95.396 SVY
SSM 176162 ~ SSM 195767	205° 53' 41" ~ 107.785 SVY
SSM 195767 ~ SSM 195768	215° 03'45" ~ 96.629 SVY
SSM 195768 ~ SSM195769	218° 53' 29" ~ 82.894 SVY
SSM 195769 ~ SSM 195770	302° 43' 29" ~ 89.154 SVY
SSM 195770 ~ SSM 195773	8° 23' 27" ~ 110.757 SVY
SSM 195773 ~ SSM 176160	13° 43' 10" ~ 94.54 SVY
SSM195770 ~ SSM 195771	297° 40' 06" ~ 80.384 SVY
SSM 195771 ~ SSM 195774	21° 19' 45" ~ 96.821 SVY
SSM 195774 ~ SSM 195765	12° 16' 35" ~ 58.757 SVY
SSM 195765 ~ SSM 176160	75° 07' 32" ~ 64.219 SVY
SSM 195773 ~ SSM 195774	288° 59' 31" ~ 55.14 SVY

DETAIL PLAN

PLAN 6 IN 6 SHEETS

[RR] BENEFITED BY EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP270983)(DOC.1)
[UU] BENEFITED BY:- EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP270983)(DOC.1)
- EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE (DP270983)(DOC.1)
- EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983)(DOC.1)
- EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP280064)(DOC.1)
- EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP280064)(DOC.1)

EXISTING EASEMENTS & RESTRICTIONS:

[B3]- EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP270983)
[C] - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983)
[D] - EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE (DP270983)
[E] - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP270983)
[H] - EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (DP1131246)
[J] - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983)
[K] - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE & VARIABLE (DP270983)
[L] - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983)
[M] - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 &7.5 WIDE (DP270983)
[F] - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP270983)
[F2] - RESTRICTION ON THE USE OF LAND (FIRE RATING) (DP270983)
[F3] - RESTRICTION ON THE USE OF LAND (SWIMMING POOL) (DP270983)
[F1] - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP270983)
[W] - EASEMENT FOR UNDERGROUND CABLES 1, 2 AND VARIABLE WIDTH (DP1131246)
[A] - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP270983)
[B2] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE (DP270983)
[O] - EASEMENT FOR PUBLIC ROAD 19 WIDE (DP1131246)
[C2] - EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE (DP280064)
[E2] - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP280064)
[GG] - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE (DP280064)
[G] - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP280064)
[AA] - EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE (DP280064)
[C3] - EASEMENT FOR DRAINAGE OF WATER 2.4B WIDE (DP280064)
[C4] - EASEMENT FOR DRAINAGE OF WATER 2.4B WIDE (DP280064)
[E2] - EASEMENT FOR RETAINING WALL 1.2 & 1.5 WIDE (DP280064)
[N] - EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (DP280064)
[G2] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE (DP280064)
[B] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE (DP280064)

NEW EASEMENTS & RESTRICTIONS:

[S4]- EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE & VARIABLE
[S5]- EASEMENT FOR DRAINAGE OF SEWAGE 1.2, 1.6, 2 & 2.4 WIDE
[C5]- EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE & VARIABLE
[C6]- EASEMENT FOR DRAINAGE OF WATER 1.35 & 1.5 WIDE
[E4]- EASEMENT FOR RETAINING WALL 0.9 & 1.5 WIDE
[W1]- EASEMENT FOR SUPPORT 0.2 WIDE
[P1]- EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE & VARIABLE
[J1]- EASEMENT FOR SERVICES VARIABLE WIDTH
[K1]- EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH
[L1]- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH

SURVEYOR Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 400 Lengths are in metres.	Registered 27.5.2019	DP280076

Req:R435322 /Doc:DP 0280076 P /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:28-May-2019 09:36 /Seq:8 of 18
Ref:15600598 /Src:M

DP280076_1

ASSOCIATION PROPERTY PLAN

PRECINCT PROPERTY ONLY
PLAN IN 1 SHEET

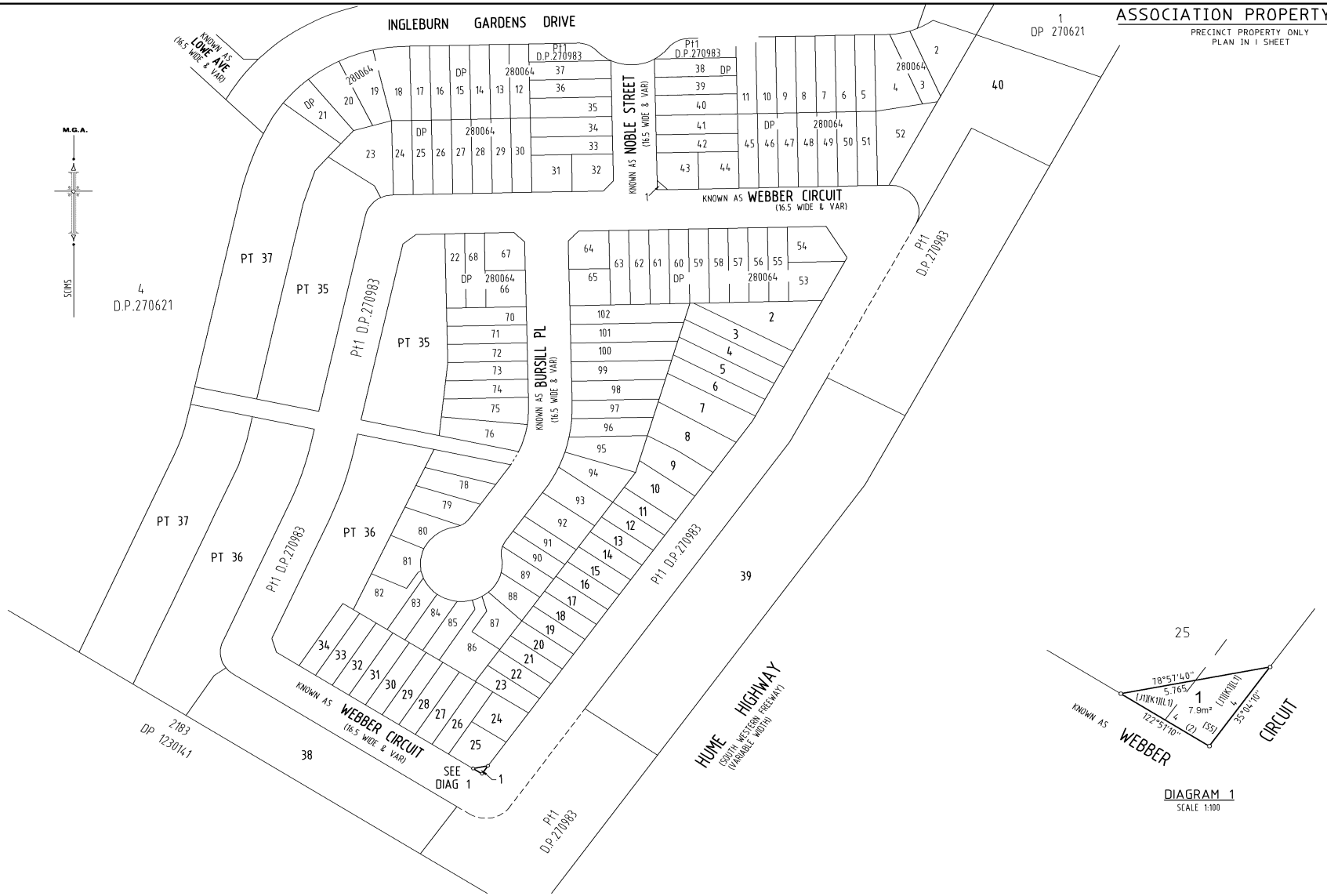


DIAGRAM 1
SCALE 1:100

SEE SHEET 7 FOR EASEMENT & RESTRICTION DESCRIPTIONS AND REFERENCE MARK TABLE

SURVEYOR Name: ANTHONY BRUNSKILL Date of Survey: 30-01-2019 Surveyor's Reference: 50140 014DP - P2-1	PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP 270983 AND EASEMENT WITHIN LOT 1 DP 270983	LGA: CAMPBELLTOWN Locality : BARDIA Reduction Ratio 1: 1000 Lengths are in metres.	Registered 27.5.2019	DP280076

DP280076

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:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	9	Y	27.5.2019	8	1-40

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Title System: TORRENS

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

LGA: CAMBELLTOWN

Locality: BARDIA

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I, Anthony Paul Brunskill

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
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 2017*, is accurate and the survey was completed on 30-01-2019, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y"

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 28.2.2019

Surveyor Identification No: 600
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

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: .....

Subdivision Certificate

Fletcher Rayner

I, ...

*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: N/A

Consent Authority: Campbelltown Council

Date of endorsement: 13/5/19

Subdivision Certificate number: 19/2019

File number: 3508/2015

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 270621 DP 280064
DP 270983 DP 1218190
DP 280032 DP 270152
DP 1060693 DP1186108
DP 1131246 DP1230141
DP 240335

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

SEE SHEET 2

Surveyor's Reference: 50140 014DP-P2-1

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

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

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.

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

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

1. EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE AND VARIABLE [S4]
2. EASEMENT FOR DRAINAGE OF SEWAGE 1.2, 1.6, 2.0 & 2.4 WIDE [S5]
3. EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE & VARIABLE [C5]
4. EASEMENT FOR DRAINAGE OF WATER 1.35 & 1.5 WIDE [C6]
5. EASEMENT FOR RETAINING WALL 0.9 & 1.5 WIDE [E4]
6. EASEMENT FOR SUPPORT 0.2 WIDE [W1]
7. RESTRICTION ON THE USE OF LAND (FILLED LOTS)
8. RESTRICTION ON THE USE OF LAND (FLOOR LEVEL CONTROL)
9. EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE [P1]
10. EASEMENT FOR SERVICES VARIABLE WIDTH [J1]
11. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH [K1]
12. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH [L1]
13. POSITIVE COVENANT
14. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ~~3~~ 3 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

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

Subdivision Certificate number: 19/2019

Date of endorsement: 13/5/19

Name of Development (Optional)

THE MEADOWS

Address for Service of Notices

C/- Monarch Investments
Suite 12
33 Ryde Road
PYMBLE NSW 2073

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 provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

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*

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER JOHN McSWIGGAN

of 1 PRESTON ROWE PATERSON

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 ^ 23 JUNE 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 ^ ..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.~~

Signature: ..... Dated: 14.5.2019

* *Strike through if inapplicable*

^ *Insert date of valuation*

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

SEE SHEET 4

If space is insufficient use annexure sheet –Plan Form 6A

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet ~~3~~ 4 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Office Use Only

DP280076

(DOC.A)

Subdivision Certificate number: 14/2019

Date of Endorsement: 13/5/19

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 ENTITLEMENT – INITIAL SCHEDULE

LOT NO	UE	SUBDIVISION	LOT NO	UE	SUBDIVISION
1	COMMON PROPERTY		22	35	
2	73		23	35	
3	55		24	41	
4	53		25	44	
5	52		26	41	
6	56		27	41	
7	53		28	41	
8	43		29	41	
9	54		30	41	
10	49		31	41	
11	46		32	41	
12	46		33	41	
13	35		34	41	
14	35		35	756	
15	35		36	957	
16	35		37	1008	
17	35		38	481	
18	35		39	954	
19	35		40	100	
20	35		TOTAL	5675	
21	35				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 5 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Office Use Only

DP280076

(DOC.A)

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

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.

STREET ADDRESSES: LOCALITY - BARDIA

LOT NO	STREET NO	STREET NAME	STREET TYPE	LOCALITY
2	109	WEBBER	CIRCUIT	BARDIA
3	107	WEBBER	CIRCUIT	BARDIA
4	105	WEBBER	CIRCUIT	BARDIA
5	103	WEBBER	CIRCUIT	BARDIA
6	101	WEBBER	CIRCUIT	BARDIA
7	99	WEBBER	CIRCUIT	BARDIA
8	97	WEBBER	CIRCUIT	BARDIA
9	95	WEBBER	CIRCUIT	BARDIA
10	93	WEBBER	CIRCUIT	BARDIA
11	91	WEBBER	CIRCUIT	BARDIA
12	89	WEBBER	CIRCUIT	BARDIA
13	87	WEBBER	CIRCUIT	BARDIA
14	85	WEBBER	CIRCUIT	BARDIA
15	83	WEBBER	CIRCUIT	BARDIA
16	81	WEBBER	CIRCUIT	BARDIA
17	79	WEBBER	CIRCUIT	BARDIA
18	77	WEBBER	CIRCUIT	BARDIA
19	75	WEBBER	CIRCUIT	BARDIA
20	73	WEBBER	CIRCUIT	BARDIA
21	71	WEBBER	CIRCUIT	BARDIA
22	69	WEBBER	CIRCUIT	BARDIA
23	67	WEBBER	CIRCUIT	BARDIA
24	65	WEBBER	CIRCUIT	BARDIA
25	63	WEBBER	CIRCUIT	BARDIA
26	61	WEBBER	CIRCUIT	BARDIA
27	59	WEBBER	CIRCUIT	BARDIA
28	57	WEBBER	CIRCUIT	BARDIA
29	55	WEBBER	CIRCUIT	BARDIA
30	53	WEBBER	CIRCUIT	BARDIA
31	51	WEBBER	CIRCUIT	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

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.

STREET ADDRESSES: LOCALITY – BARDIA (CONT'D)

LOT NO	STREET NO	STREET NAME	STREET TYPE	LOCALITY
32	49	WEBBER	CIRCUIT	BARDIA
33	47	WEBBER	CIRCUIT	BARDIA
34	45	WEBBER	CIRCUIT	BARDIA
35	STREET ADDRESS NOT AVAILABLE			
36	STREET ADDRESS NOT AVAILABLE			
37	STREET ADDRESS NOT AVAILABLE			
38	STREET ADDRESS NOT AVAILABLE			
39	STREET ADDRESS NOT AVAILABLE			
40	STREET ADDRESS NOT AVAILABLE			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

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.

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

PETER BRIAN ICKLOW
.....
Name of Director

.....
Signature of Director/Secretary

ALIX ESTHER TOYNTON
.....
Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

Office Use Only

DP280076

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

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.

EXECUTED by **Bricktop No. 15 Pty Ltd**)
ACN 628 564 518 as trustee of the Bricktop)
Meadows Unit Trust in accordance with)
section 127 of the Corporations Act:

Signature of Director

Signature of Director/Secretary

Michael Brian Balkin

Name of Director

Warren John Davis

Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

Office Use Only

Registered: 27.5.2019

PLAN OF SUBDIVISION OF LOTS 4, 5, 6, 7, 8, 9 & 10 IN DP270983 AND EASEMENT WITHIN LOT 1 DP270983

Office Use Only

DP280076

(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 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.

Subdivision Certificate number: 19/2019

Date of Endorsement: 13/5/19

Approved Form 18

COMMUNITY LAND DEVELOPMENT ACT 1989

ATTESTATION

The common seal of Community Association DP No. 270983 was hereto affixed on 14 May 2019 in the presence

COMMUNITY ASSOCIATION DP 270983 * Common Seal

of: David Ferguson

NAME: DAVID FERGUSON

being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Approved Form 21

COMMUNITY LAND DEVELOPMENT ACT 1989

CERTIFICATE OF ASSOCIATION

CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

The Community Association DP No. 270983 certifies that

COMMUNITY ASSOCIATION DP 270983 * Common Seal

on 26 April 2019

it passed a unanimous resolution consenting to the Plan and Section 88B Instrument.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50140 014DP-P2-1

Req:R474719 /Doc:DP 0280076 B /Rev:27-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:05-Jun-2019 10:23 /Seq:1 of 19
Ref:15600598 /Src:M

DP280076

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	27.5.2019	8	18

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

Lengths are in metres:

Plan: **DP280076**

ePlan
(Sheet 1 of 18 sheets)
(DOC.1)
Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate
No: 19/2019 Dated: 13/5/19

Full name and address of the owner of the Land

Jessica Investments Pty Limited
Suite 12, 33 Ryde Road
PYMBLE NSW 2073

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 for Drainage of Sewage 2.4 Wide and Variable [S4]	11 10 9 8 7 6 5 4 3	10,9,8,7,6,5,4,3,2 9,8,7,6,5,4,3,2 8,7,6,5,4,3,2 7,6,5,4,3,2 6,5,4,3,2 5,4,3,2 4,3,2 3, 2 2
2	Easement for Drainage of Sewage 1.2, 1.6, 2.0 & 2.4 Wide [S5]	37 36 38 34 33 32 31 30 29	39,38,36,34,33 32,31,30,29, 28,27,26,25,24, 23,22,21,20,19, 18,17,16,15,14 13,12,1 39,38,34,33,32,31, 30,29,28,27,26, 25,24,23,22,21, 20,19,18,17,16 15,14,13,12,1 39,25,24,23,22 21,20,19,18,17 16,15,14,13,12,1 33,32,31,30,29,28, 27,26 32,31,30,29,28,27,26 31,30,29,28,27,26 30,29,28,27,26 29,28,27,26 28,27,26

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

Lengths are in metres:

(Sheet 2 of 18 sheets) ePlan

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19\2019 Dated: 13\5\19

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:
	Easement for Drainage of Sewage 1.2, 1.6, 2.0 & 2.4 Wide [S5] continued	28	27,26
		27	26
		1	39,25,24,23,22,21,20,19,18 17,16,15,14,13,12
		25	39,24,23,22,21,20,19,18,17 16,15,14,13,12
		24	39,23,22,21,20,19,18,17,16 15,14,13,12
		23	22,21,20,19,18,17,16,15,14 13,12
		22	21,20,19,18,17,16,15,14,13, 12
		21	20,19,18,17,16,15,14,13,12
		20	19,18,17,16,15,14,13,12
		19	18,17,16,15,14,13,12
		18	17,16,15,14,13,12
		17	16,15,14,13,12
		16	15,14,13,12
		15	14,13,12
		14	13,12
		13	12
		1 DP270983	39
3	Easement for Drainage of Water 2.4 Wide & Variable [C5]	12	11,10,9,8,7,6,5,4,3,2
		11	10,9,8,7,6,5,4,3,2
		10	9,8,7,6,5,4,3,2
		9	8,7,6,5,4,3,2
		8	7,6,5,4,3,2
		7	6,5,4,3,2
		6	5,4,3,2
		5	4,3,2
		4	3,2
		3	2
4	Easement for Drainage of Water 1.35 & 1.5 Wide [C6]	25	24,23,22,21,20,19,18,17,16 15,14,13
		24	23,22,21,20,19,18,17,16,15 14,13
		23	22,21,20,19,18,17,16,15,14 13
		22	21,20,19,18,17,16,15,14,13
		21	20,19,18,17,16,15,14,13
		20	19,18,17,16,15,14,13
		19	18,17,16,15,14,13
		18	17,16,15,14,13
		17	16,15,14,13
		16	15,14,13
		15	14,13
		14	13

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

Campbelltown City Council

S:8790839_1 PJM

Lengths are in metres:

(Sheet 3 of 18 ePlan sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

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:
5	Easement for Retaining Wall 0.9 & 1.5 Wide [E4]	37 7 24 26 29 31 33	35, Lot 23 in DP280064 6 23 24, 25 28 30 32
6	Easement for Support 0.2 Wide [W1]	3 4 5 6 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	4 3 6 5 10 9 12 11 14 13 16 15 18 17,19 18 21 20 23 22 25 24 27 26,28 27 30 29 32 31 34 33
7	Restriction on the Use of Land (Filled Lots)	2-26 inclusive,28, 29, 32 & 34	Campbelltown City Council
8	Restriction on the Use of Land (Floor Level Control)	26 & 27	Campbelltown City Council

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

Lengths are in metres:

(Sheet 4 of 18 sheets) ePlan

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

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:
9	Easement for Underground Cables 1 Wide & Variable [P1]	1 DP270983 36, 37	Epsilon Distribution Ministerial Holding Corporation
10	Easement for Services Variable Width [J1]	1	Lot 1 in DP270983
11	Easement for Underground Cables Variable Width [K1]	1	Epsilon Distribution Ministerial Holding Corporation
12	Easement for Drainage of Water Variable Width [L1]	1	Lot 1 in DP270983
13	Positive Covenant	2-34 inclusive	Campbelltown City Council
14	Positive Covenant	33 & 34	Campbelltown City Council

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

Lengths are in metres:

(Sheet 5 of 18 sheets) ePlan

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

PART 2 (Terms)

1. **Terms of Easement for Drainage of Sewage 2.4 wide and variable [S4] numbered 1 in the Plan:**

   Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

2. **Terms of Easement for Drainage of Sewage 1.2, 1.6, 2.0 & 2.4 wide [S5] numbered 2 in the Plan:**

   Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

3. **Terms of Easement for Drainage of Water 2.4 wide & variable [C5] numbered 3 in the Plan:**

   Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

4. **Terms of Easement for Drainage of Water 1.35 & 1.5 wide [C6] numbered 4 in the Plan:**

   Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

5. **Terms of Easement for Retaining Wall 0.9 & 1.5 wide [E4] numbered 5 in the Plan:**

   1. The owner of the lot benefitted may:

      (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever retaining wall and footings as is reasonably necessary to support the surface or subsurface of the lot benefitted or any part of it, or any structure or works on the lot benefitted, and
      (b) do anything reasonably necessary for that purpose, including:
      - entering the lot burdened, and
      - taking anything on to the lot burdened, and
      - carrying out work.

Campbelltown City Council

Lengths are in metres:

(Sheet 6 of 18 sheets) ePlan

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

2. The owner of the lot burdened must not:

   (a) Interfere with the retaining wall or footings or the support it offers, or
   (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall or footings.

3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or footings or impairs its effectiveness, the owner of the lot benefitted may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefitted may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owners of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefitted must:

   (a) ensure all work is done properly, and
   (b) cause as little inconvenience as is practicable to the owner or any occupier of the lot burdened, and
   (c) cause as little damage as is practicable to the lot burdened and any improvements on it, and
   (d) restore the lot burdened as nearly as is practicable to its former condition, and
   (e) make good any collateral damage.

6. Terms of Easement for Support 0.2 wide [W1] numbered 6 in the Plan:

Full and free right and liberty for the Registered Proprietor and 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 him from time to time and at all times to use the land herein indicated as Easement for Support 0.2 wide within the servient tenement for the support of the wall erected (or to be erected) on the dominant tenement for the purpose of inserting and supporting the ends of flooring and roofing boards, joists, bearers, beams, iron, steel, timber and reinforced concrete and other materials already inserted or to be inserted and/or used in the said wall of any and every building built on the dominant tenement and to enter go upon

Lengths are in metres:

(Sheet 7 of 18 ePlan sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

return pass and re-pass in through and along the Easement for Support within the servient tenement for the purpose of placing thereon all such materials as shall be necessary or describe for the purpose of maintaining such wall provided that the said registered Proprietor and other persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the Easement for Support within the servient tenement and will restore the Easement for Support within the servient tenement as nearly as practicable to the original condition and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as Easement for Support 0.2 wide within the servient tenement agrees that he will not use or permit to be used the easement for support within the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall and will not do or suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may impair injure or damage the said wall he will at his own expense properly and substantially repair and make good all such injury and damage.

The persons empowered to release, vary or modify this easement are the registered proprietors for the time being of the burdened and benefited lots.

7. **Terms of Restriction on the Use of Land (Filled Lots) numbered 7 in the Plan:**

The lots hereby burdened shall not be used for residential purposes UNLESS the transferor has advised the transferee that the land has been filled and that no building shall be constructed upon the lot burdened UNLESS the footings/foundations have been designed by a practicing qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by Campbelltown City Council.

The Authority empowered to release, vary or modify the above restriction, is the Campbelltown City Council. The cost and expense on any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

Lengths are in metres:

(Sheet 8 of 18 sheets) ePlan

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

8. Terms of Restriction on the Use of Land (Floor Level Control) numbered 8 in the Plan:

No building shall be erected or shall be allowed to remain on the lots burdened unless habitable and non-habitable floor levels are constructed not less than 300mm and 100mm respectively above the finished ground levels, when measured adjacent to those floor areas. Notwithstanding any other provision in this Restriction on Use of Land, the Authority may also require that no construction above the floor level is to be undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with the Council's requirements.

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Campbelltown City Council

Lengths are in metres:

(Sheet 9 of 18 ePlan sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

9. Terms of Easement for Underground Cables 1 wide & variable [P1] numbered 9 in the Plan:

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.
(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.
(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2. Epsilon Distribution Ministerial Holding Corporation may:

(a) install electrical equipment within the easement site,
(b) excavate the easement site to install the electrical equipment.
(c) use the electrical equipment for the transmission of electricity,
(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3. In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to

Lengths are in metres:

(Sheet 10 of 18 ePlan sheets)

Plan: DP280076

(DOC.1)

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

   (a) install or permit to be installed any services or structure within the easement site, or
   (b) alter the surface level of the easement site, or
   (c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

   (a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

   (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation.**

.....
Campbelltown City Council

Lengths are in metres:

(Sheet 11 of 18 sheets) ePlan

Plan: DP280076

(DOC.1)

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19\2019 Dated: 13\5\19

10. Terms of Easement for Services variable width [J1] numbered 10 in the Plan:

Terms as set out in Part 11 of Schedule 8 of The Conveyancing Act 1919 (as amended).

11. Terms of Easement for Underground Cables variable width [K1] numbered 11 in the Plan:

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.
(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.
(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2. Epsilon Distribution Ministerial Holding Corporation may:

(a) install electrical equipment within the easement site,
(b) excavate the easement site to install the electrical equipment.
(c) use the electrical equipment for the transmission of electricity,
(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

Lengths are in metres:

(Sheet 12 of 18 ePlan sheets)

Plan: DP280076

(DOC.1)

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3. In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation**

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

Lengths are in metres:

Plan: DP280076

ePlan
(Sheet 13 of 18 sheets)
(DOC.1)

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate
No: 19/2019 Dated: 13/5/19

12. Terms of Easement for Drainage of Water variable width [L1] numbered 12 in the Plan:

Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

13. Terms of Positive Covenant numbered 13 in the Plan:

In the design and construction of any dwelling and any associated ancillary structure on the lot burdened, the owner of the lot burdened must comply or ensure compliance with the recommendations of the Noise and Vibration Assessment prepared by Acoustic Logic Pty Ltd (ref. 20151296. 1/2711A/R1/GC, dated 27 November 2015.

Name of authority empowered to release, vary of modify the positive covenant referred to in the abovementioned plan:
Campbelltown City Council

The cost and expense on any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

14. Terms of Positive Covenant numbered 14 in the Plan:

In the design and construction of any dwelling and any associated ancillary structure on the lot burdened, the owner of the lot burdened must comply or ensure compliance with the recommendations of the Bushfire Assessment Report prepared by Building Code & Bushfire Hazard Solutions Pty Limited (ref. 160283b) dated 4th July 2016.

Name of authority empowered to release, vary of modify the positive covenant referred to in the abovementioned plan:
Campbelltown City Council

The cost and expense on any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

ePlan

Lengths are in metres:

(Sheet 14 of 18 sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

EXECUTED by **Jessica Investments Pty. Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

PETER BRIAN ICKLOW
.....
Name of Director

.....
Signature of Director/Secretary

ALIX ESTHER TOYNTON
.....
Name of Director/Secretary

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

ePlan

Lengths are in metres:

(Sheet 15 of 18 sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

I certify that the attorney signed this instrument in my presence:

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (SNW)*

Signature of witness:

Name of witness:

NATASHA ISSAC

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

Power of attorney:
Book 4727 ~~4727~~ No 524 ~~524~~
54 482

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS17754

Date of signature:

11 March 2019

88460_3 Revision 4

Document No: ~~88460_1~~
Reference No: 50140/014/P2/1

S:8790839_1 PJM

CAMPBELLTOWN CITY COUNCIL

ePlan

Lengths are in metres:

(Sheet 16 of 18 sheets)
(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate
No: 19/2019 Dated: 13/5/19

EXECUTED by **BRICKTOP NO. 15 PTY LTD** ACN 628 564 518 as trustee of the Bricktop Meadows Unit Trust in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

Michael Brian Balkin
.....
Name of Director

.....
Signature of Director/Secretary

Warren John Davis
.....
Name of Director/Secretary

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

ePlan

Lengths are in metres:

(Sheet 17 of 18 sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

Approved Form 18

COMMUNITY LAND DEVELOPMENT ACT 1989

ATTESTATION

The common seal of Community Association DP No. 270983 was hereto affixed on 14 May 2019 in the presence of: David Ferguson

NAME: DAVID FERGUSON

being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION DP 270983 ★ Common Seal

Approved Form 21

COMMUNITY LAND DEVELOPMENT ACT 1989

CERTIFICATE OF ASSOCIATION

CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

The Community Association Deposited Plan No. 270983 certifies that on

26 April 2019

it passed a unanimous resolution consenting to the Plan and Section 88B Instrument

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

Campbelltown City Council

S:8790839_1 PJM

ePlan

Lengths are in metres:

(Sheet 18 of 18 sheets)

(DOC.1)

Plan: DP280076

Subdivision of Lots 4, 5, 6, 7, 8, 9 & 10 in DP 270983 and Easement Within Lot 1 DP270983 covered by Subdivision Certificate No: 19/2019 Dated: 13/5/19

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 No 30

.....
Signature of delegate

Fletcher Rayner
.....
Name of delegate

91 Queen St, Campbelltown
Address of delegate

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

.....
Signature of witness

Belinda Stapleton
Name of witness

91 Queen St, Campbelltown
Address of witness

REGISTERED 27.5.2019

Document No: 88460_3 Revision 4
Reference No: 50140/014/P2/1

.....
Campbelltown City Council

S:8790839_1 PJM

ePlan

DP280076

Approved Form 29

Management Act

Development Act

Precinct Management Statement

Warning

A The terms of this Management Statement are binding on:

(a) the Precinct Association;

(b) each Subsidiary Body **within the precinct scheme; and**

(c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.

B An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:

(a) this Management Statement;

(b) the Community Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and

(c) the By Law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

C Despite the terms of this Management Statement, before an Owner or Occupier of a Lot carries out work on that Lot, the Owner or Occupier should obtain any approvals required by Council in respect of that work.

D **This Management Statement should be read in conjunction with the community management statement of Community Association DP270983 which is binding upon the precinct scheme as a subsidiary body of the community scheme**

Precinct Management Statement

The Meadows Precinct 2

DP No. 280076

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED 27.5.2019

S:8460363_2 PJM

DP280076

ePlan

Table of contents

Definitions **3**
Interpretation **8**
Part 1 **By Laws Fixing Details of Development** **10**
By Law 1. Architectural & Landscape Guidelines 10
By Law 2. Signs 10
Part 2 **Restricted Precinct Property** **11**
By Law 3. Original Proprietor – Restricted Property Rights over Precinct Property 11
By Law 4. Restricted use rights to Splay Corners 12
By Law 5. Restricted Subsidiary Property generally 13
Part 3 **Mandatory Matters** **16**
By Law 6. Precinct Property 16
By Law 7. Access Ways 17
By Law 8. Services 17
By Law 9. Internal Fencing 17
By Law 10. Garbage 18
By Law 11. Insurance 18
By Law 12. Executive Committee 19
By Law 13. Meetings 20
By Law 14. Levies 22
Part 4 **Optional Matters** **24**
By Law 15. Behaviour of Owners, Occupiers and Permitted Persons 24
By Law 16. Precinct Property and Subsidiary Body Property 24
By Law 17. Washing 24
By Law 18. Storage of Flammable Liquids 24
By Law 19. Keeping of Animals 24
By Law 20. Parking Restrictions 24
By Law 21. Security Keys 25
By Law 22. Private Services 25
By Law 23. Precinct Association's Rights and Obligations 25
By Law 24. Obligations of Owners and Occupiers 28
By Law 25. Rules 29
By Law 26. Real Estate Manager 29
Part 5 **By Laws required by Public Authorities** **30**
Signatures, consents and approvals **31**
Execution of consent authority **32**

DP280076

ePlan

Definitions

A Statutory Definitions

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

(a) defined in the Community Titles Legislation; and

(b) used but not defined in this Management Statement.

B Further Definitions

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

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

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

Authority any government, semi-government, statutory, public or other authority or entity having jurisdiction over the Community Parcel and includes the Council and Accredited Certifiers;

By Law Instrument the by laws in force for a Strata Scheme under the *Strata Schemes Management Act 1996 (NSW)*;

Community Association Community Association D.P. No 270983;

Community Parcel the land the subject of the Community Scheme;

Community Plan D.P. No 270983;

Community Property:

(a) Lot 1 in the Community Plan, including improvements on lot 1 and includes the Community Facilities; and

(b) land to which the Community Association is a lessee under a lease or a licensee under a licence;

Community Scheme the community scheme constituted on registration of the Community Plan;

Community Titles Legislation the Development Act and the Management Act;

Council means Campbelltown City Council;

Development Act means the *Community Land Development Act 1989*;

Development Activities means any work which the Original Proprietor and all persons authorised by the Original Proprietor must do to complete any development on the Community Parcel including:

(a) any form of remediation work and rehabilitation work on the Community Parcel;

DP280076

ePlan

(b) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel, including the construction of roads;

(c) the installation of Services;

(d) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;

(e) carrying out development in stages;

(f) construction of the Community Facilities and Precinct Facilities;

(g) any form of work which the Original Proprietor, in its absolute discretion, considers is necessary or desirable;

(h) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision; and

(i) the exercise of any right or discretion given to the Original Proprietor under this Management Statement;

Development Period is the period between:

(a) the date of this Management Statement; and

(b) the earlier of the date:

(i) dwellings have been erected on all residential lots in the Community Scheme and those Lots have been transferred to Owners who are not the Original Proprietor; and

(ii) the Original Proprietor serves notice on the Community Scheme that the Development Period has ended;

End of the Development Period is the date the Development Period ends;

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

External Equipment any air conditioning unit, solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment) and any television, radio or other radio antenna, dish or tower or any other transmitting or receiving device;

Functions includes a power, authority and duty;

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

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

Jessica Investments means Jessica Investments Pty. Limited ABN 31 001 156 109;

Landscaping includes retaining walls, steps, outdoor fixtures, contours or changing ground levels, gardens, plantings and removal of plantings;

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

DP280076

ePlan

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

Lot a Precinct Lot, a Neighbourhood Lot or a Strata Lot;

Management Act the *Community Land Management Act 1989*;

Management Statement this precinct management statement;

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

Neighbourhood Association a neighbourhood association created on registration of a Neighbourhood Plan;

Neighbourhood Lot:

(a) a lot in a Neighbourhood Plan; but

(b) does not include neighbourhood property, a public reserve or a drainage reserve;

Neighbourhood Management Statement the neighbourhood management statement registered with a Neighbourhood Plan;

Neighbourhood Plan a neighbourhood plan that subdivides a Precinct Development Lot;

Neighbourhood Scheme a neighbourhood scheme constituted on registration of a Neighbourhood Plan;

Occupier any person in lawful occupation of a Lot;

Original Proprietor Jessica Investments and any person in respect of which Jessica Investments has given notice to the Precinct Association to the effect that person is to have the same rights as Jessica Investments;

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

Owners Corporation an owners corporation created on registration of a Strata Plan;

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

Precinct Association precinct association DP no. 280076;

Precinct Development Lot a lot that is not:

(a) Precinct Property, a public reserve or a drainage reserve;

(b) land that has become subject to a Subsidiary Scheme; or

(c) severed from the Precinct Scheme;

Precinct Lot:

(a) a lot in a Precinct Plan; but

(b) does not include Precinct Property, a public reserve or a drainage reserve;

Precinct Parcel the land the subject of the Precinct Scheme;

Precinct Plan a precinct plan that subdivides a Community Development Lot;

DP280076

ePlan

Precinct Property lot 1 in the Precinct Plan;

Precinct Scheme the precinct scheme constituted on registration of a Precinct Plan, being known as precinct scheme DP no. 280076;

Real Estate Agency the business of any one or more of the following:

(a) inducing or attempting to induce any person to:

(i) make an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;

(ii) accept an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;

(iii) enter into a contract to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;

(b) buying, selling, exchanging, leasing, assigning or otherwise disposing of a Lot, by any means including by auction;

(c) collecting rents payable in relation to any lease of a Lot; or

(d) compiling for publication or compiling and publishing any document that contains a list relating solely or substantially to the acquisition or disposal of a Lot;

Real Estate Manager a person nominated by the Original Proprietor as the real estate manager;

Restricted Precinct Property the whole or part of Precinct Property the use of which is restricted under a Restricted Precinct Property By Law;

Restricted Precinct Property By Law a by law which restricts the use of the whole or a part of Precinct Property;

Restricted Subsidiary Property the whole or part of Subsidiary Body Property the use of which is restricted under a Restricted Subsidiary Property By Law;

Restricted Subsidiary Property By-law a by-law in Subsidiary By-Laws which restricts the use of the whole or part of Subsidiary Body Property;

Restricted Use Rights a right created by a Restricted Subsidiary Property By-law;

Rules the rules made under this Management Statement;

Security Key a key, magnetic card or other device used to:

(a) open and close doors, gates, buildings or locks; or

(b) operate alarms, security systems or communications systems;

Service:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) the provision of security systems; and

(e) any other facility, supply or transmission;

DP280076

ePlan

Service Line a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided;

Service Provider an Authority or other entity that provides a Service;

Splay Corners means the display corners that form part of Lot 1;

Strata Lot a lot in a Strata Plan;

Strata Plan a strata plan that subdivides a Community Development Lot;

Strata Scheme a strata scheme constituted on registration of a Strata Plan;

Subsidiary Body a Neighbourhood Association or an Owners Corporation;

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

Subsidiary By Laws a Neighbourhood Management Statement or By Law Instrument;

Subsidiary Plan a plan for a Subsidiary Scheme;

Subsidiary Scheme a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme;

Vehicle includes a motor cycle, car, truck, van and any Towable Item; and

Works:

(a) the construction of a new building or buildings or other structures or improvements;

(b) a change to any building, structure or other improvement, including painting the exterior of any building;

(c) the installation or the construction of or a change to any Landscaping;

(d) the construction of or a change to a fence;

(e) the installation of External Equipment;

(f) the erection of or a change to signs, placards, banners, notices or advertisements,

within the Community Parcel but excludes:

(g) Development Activities;

(h) internal refurbishment to a building within a Lot which cannot be seen from ground level outside the Lot.

C Community Management Statement Definitions

A word has the meaning given to it by a definition in the Community Management Statement if the word is:

(a) defined in the Community Management Statement; and

(b) used but not defined in this Management Statement.

DP280076

ePlan

Interpretation

A Construction

In this Management Statement a reference to:

(a) the singular includes the plural and vice versa;

(b) any gender includes all other genders;

(c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;

(d) a month or monthly means calendar month or calendar monthly;

(e) a quarter means calendar quarter;

(f) a person includes:

(i) a corporation, partnership, joint venture and government body;

(ii) the legal representatives, successors and assigns of that person; and

(iii) where the context permits, the employees, agents, contractors and invitees of that person;

(g) a document includes a reference to that document as amended or replaced;

(h) a thing includes a part of that thing and includes a right;

(i) a By Law, attachment or annexure, means a By Law, schedule of, or an attachment or annexure in or to this Management Statement;

(j) a Law includes all Law amending, consolidating or replacing them;

(k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;

(l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;

(m) an asset includes all property of any nature including a business, a right, a revenue and a benefit;

(n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;

(o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;

(p) "$", "A$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and

(q) "including" and similar expressions are not words of limitation.

(i) Parties bound jointly and individually

(ii) A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

DP280076

ePlan

B Headings

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

(b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

C Severability

(a) If the whole or any part of a provision of a By Law is void, unenforceable or illegal:

(i) it is severed; and

(ii) the remainder of these By Laws have full force and effect.

(b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

D Precinct Association Approval

(a) A person must make an application for approval of the Precinct Association or the Executive Committee under this Management Statement in writing.

(b) Subject to an express provision in this Management Statement, the Precinct Association and the Executive Committee may in their absolute discretion:

(i) give approval conditionally or unconditionally; or

(ii) withhold their approval.

(c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Precinct Association under this Management Statement may be given by:

(i) the Precinct Association at a general meeting; or

(ii) the Executive Committee at an Executive Committee meeting.

E Precinct Association Exercise of Rights

(a) The Precinct Association may exercise a right, power or remedy:

(i) at its discretion; and

(ii) separately or concurrently with another right, power or remedy.

(b) A single or partial exercise of a right, power or remedy by the Precinct Association does not prevent a further exercise of that or of any other right, power or remedy.

(c) Failure by the Precinct Association to exercise or delay by the Precinct Association in exercising a right, power or remedy does not prevent its exercise later.

DP280076

ePlan

Part 1 By Laws Fixing Details of Development

Amendments to By Laws

These By Laws concern the control and preservation of the essence or theme of the Precinct Scheme and as such may only be amended or revoked by a unanimous resolution of the Precinct Association. (*See section 17(2) of the Management Act*).

By Law 1. Architectural & Landscape Guidelines

1.1 There are no architectural & landscape guidelines adopted for the Precinct Association as at the date of this Management Statement.

1.2 The Architectural and Landscape Guidelines that apply to the Precinct Parcel are those prescribed under By Law 1 of the Community Management Statement.

1.3 Owners, Occupiers and the Precinct Association wishing to carry out Works to the Precinct Parcel, must comply with the procedures and provisions set out in By Law 2 of the Community Management Statement.

By Law 2. Signs

2.1 Subject to By Law 2.3, no party, including an Owner or Occupier, can place signs on any part of the Precinct Parcel advertising a Lot for lease or sale except:

(a) the Original Proprietor under By Law 2.2; and

(b) the Real Estate Manager or its nominee.

2.2 The Original Proprietor is permitted to place signs, placards, banners, notices or advertisements within the Precinct Scheme while the Original Proprietor is carrying out Development Activities.

2.3 After the Original Proprietor has ceased all Development Activities within the Community Scheme, an Owner or Occupier may place signs, placards, banners, notices or advertisements on that Owner or Occupier's Lot within the Precinct Parcel, but only with the written consent of the Planning Committee.

2.4 Nothing in this By Law:

(a) affects the Original Proprietor's rights to carry out Development Activities; or

(b) imposes an obligation on the Original Proprietor to obtain consent from the Planning Committee for the purposes of carrying out Development Activities.

2.5 If an Owner or Occupier does not comply with this By Law, then the Precinct Association may exercise its rights under By Laws 23.2 to 23.6.

DP280076

ePlan

Part 2 **Restricted Precinct Property**

Amendment to By Laws

These By Laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by special resolution and with the written consent of each person entitled by the By Law to use the restricted Community Property (see section 54 of the Management Act.)

By Law 3. Original Proprietor – Restricted Property Rights over Precinct Property

Restricted Use Rights

3.1 To enable the Original Proprietor to carry out Development Activities, use of part of the Precinct Property and Service Lines is restricted to the Original Proprietor on the terms of this By Law 3, for so long as the Original Proprietor is the Owner of a Lot. This restricted property right includes a restricted property right over that part of the Precinct Property and Service Lines created after the date of this Management Statement. This restricted property right excludes Precinct Property below RL20.

End of Restricted Use Rights

3.2 Restricted use of a particular part of the Precinct Property and the Service Lines ceases when the Original Proprietor serves a notice on the Precinct Association informing the Precinct Association that Development Activities for the Precinct Property or a particular part of the Precinct Property have been completed.

3.3 Despite By Law 3.2, restricted use of a particular part of the Precinct Property ceases when the Original Proprietor is no longer the Owner of any Lot.

Original Proprietor's Rights

3.4 The Original Proprietor has all rights necessary to enable the Original Proprietor to carry out the Development Activities including the right to:

(a) unrestricted access by any means and at all times over Precinct Property and Subsidiary Body Property;

(b) the use of any part of the Precinct Parcel to exercise rights under this By Law;

(c) place on or attach to Precinct Property or Subsidiary Body Property temporary offices, sheds, depots containers, building materials, cranes and other equipment;

(d) install, connect or alter Services on or within Community Property or any Subsidiary Body Property;

(e) lock or secure part of the Precinct Property or any Subsidiary Body Property, provided the Original Proprietor gives the secretary of the Precinct Association and of any relevant Subsidiary Body a key for the locked or secured area;

(f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Precinct Parcel;

(g) conduct sales and marketing activities (including auctions) on the Precinct Parcel;

(h) park Vehicles and equipment on Precinct Property or any Subsidiary Body Property;

(i) build and use display centres on the Precinct Property;

(j) hold events or functions on the Precinct Parcel in connection with the selling and leasing of Lots in the Precinct Parcel; and

(k) exercise the rights under this By Law at any time.

Original Proprietor's Obligations

3.5 The Original Proprietor must:

(a) repair any damage occurring to the Precinct Parcel as a result of Development Activities as soon as practicable after that damage occurs;

(b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;

(c) maintain any Precinct Property in respect of which the Original Proprietor has been granted restricted use rights; and

(d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

Development Activities

3.6 An Owner or Occupier acknowledges that, as a result of the right of the Original Proprietor to carry out the Development Activities set out in this By Law, an Owner or Occupier may be subjected to noise and dust (subject to the requirements of Authorities) resulting from the Development Activities.

Levies

3.7 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this By Law 3.

Enquiries

3.8 Any matters arising from the restricted use rights granted to the Original Proprietor under this By Law must be referred to the Original Proprietor at first instance.

Original Proprietor may assert its rights

3.9 No Owner or Occupier may do anything that is contrary to the Original Proprietor's rights under this By Law (such as parking vehicles in a part of the Precinct Property that is restricted to the Original Proprietor).

3.10 If an Owner or Occupier breaches By Law 3.9, the Original Proprietor's rights will include the right to tow away the offending vehicles or otherwise remedy the breach.

Original Proprietor not bound

3.11 The Original Proprietor is not bound to comply with By Law 10, By Law 15, By Law 20, By Law 21 or By Law 25 whilst exercising its rights under this By Law.

By Law 4. Restricted use rights to Splay Corners

4.1 This By Law 4 is a Restricted Precinct Property By Law.

4.2 This By Law begins with respect to the Splay Corners when the Restricted Precinct Property By Law ceases to apply to the Splay Corners under By Law 3.2.

4.3 The restricted use referred to in this By Law is a special privilege for the Community Association to control, manage, insure, operate, maintain and replace the Splay Corners.

4.4 The Precinct Association grants to the Community Association the restricted use of the Splay Corners constructed on or to be constructed on Precinct Property on the following terms:

(a) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Splay Corners;

(b) the Community Association must pay for the cost of the Splay Corners and may collect levies with respect to those costs from all members of the Community Association;

(c) no levies are payable to the Precinct Association by the Community Association for these restricted use rights; and

(d) the Community Association and all Owners, Occupiers and Permitted Persons accompanying them will have access over the Splay Corners 7 days per week, 24 hours per day.

4.5 The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Splay Corners.

By Law 5. Restricted Subsidiary Property generally

Purpose of By Law 5

5.1 The purpose of this By Law 5 is:

(a) to provide for the coming into existence of Restricted Subsidiary Property; and

(b) to ensure that the person entitled to have the benefit of the relevant Restricted Use Rights becomes so entitled when the Restricted Subsidiary Property comes into existence.

Powers of Original Proprietor

5.2 If:

(a) the Original Proprietor is the registered proprietor of any Lot; and

(b) a Precinct Development Lot of which a person other than the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Plan,

the registered proprietor of the lot to be subdivided must procure that a by-law is included in the applicable Subsidiary By-laws by which the Subsidiary Body grants Restricted Use Rights:

(c) to whichever of the Community Association and the Original Proprietor; and

(d) in such terms; and

(e) in respect of such part of the Subsidiary Body Property,

as the Original Proprietor determines in its absolute discretion and identifies in a notice to the registered proprietor of the lot to be subdivided.

DP280076

ePlan

5.3 If the Original Proprietor gives a notice under By Law 5.2 it must include with that notice the following:

(a) details of all matters required to be included in any Restricted Subsidiary Property By-law in order for the by-law to comply with section 54 of the Management Act; and

(b) details of all other matters that the Original Proprietor determines in its absolute discretion should be included in the Restricted Subsidiary Property By-law; and

(c) a plan showing the part of the Subsidiary Property in respect of which the Subsidiary Body is to make the Restricted Subsidiary Property By-law; and

(d) the consent of the person intended to have the benefit of the relevant Restricted Use Rights.

5.4 If a Precinct Development Lot of which the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Plan, the Original Proprietor can procure that a by-law is included in the applicable Subsidiary By-laws by which the Subsidiary Body grants Restricted Use Rights:

(a) to whichever of the Community Association and the Original Proprietor; and

(b) in such terms; and

(c) in respect of such part of the Subsidiary Property,

as the Original Proprietor determines in its absolute discretion.

Powers of Subsidiary Body to make Restricted Subsidiary Property By-law

5.5 A Subsidiary Body can only make:

(a) a Restricted Subsidiary Property By-law; or

(b) a by-law affecting Restricted Subsidiary Property,

after the expiry of the initial period of the Subsidiary Scheme, by special resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

5.6 A Subsidiary Body can only vary:

(a) a Restricted Subsidiary Property By-law; or

(b) an existing by-law affecting Restricted Subsidiary Property,

after the expiry of the initial period of its Subsidiary Scheme, by special resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

Variation of By Law 5

5.7 This By Law 5 can only be varied:

(a) after the expiry of the initial period of the Community Scheme; and

(b) by special resolution of the Precinct Association; and

DP280076

ePlan

(c) while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

DP280076

ePlan

Part 3 **Mandatory Matters**

Amendment to By Laws

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

By Law 6. Precinct Property

Maintenance of Precinct Property

6.1 The Precinct Association is responsible for the control, management, operation, maintenance and repair of the Precinct Property, subject to the Restricted Precinct Property By Laws, being By Law 3 and By Law 4.

Use of Precinct Property

6.2 An Owner or Occupier must obtain the written consent of the Precinct Association before that Owner or Occupier does any of the following to Precinct Property:

(a) leaves anything on Precinct Property;

(b) obstructs the use of Precinct Property;

(c) uses any part of Precinct Property for the Owner's or Occupier's own purposes;

(d) erects on Precinct Property any structure;

(e) attaches to Precinct Property any item;

(f) does or permits anything which might damage Precinct Property; or

(g) alters Precinct Property.

6.3 An Owner or Occupier must:

(a) give notice to the Precinct Association of any damage to or defect in the Precinct Property immediately after an Owner or Occupier becomes aware of any such damage or defect;

(b) use anything on the Precinct Parcel only for purpose for which it was constructed or provided; and

(c) only use or enjoy the Precinct Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Precinct Property by another Owner or Occupier or a Permitted Person.

Interference or Damage to Community Property

6.4 An Owner or Occupier must:

(a) not interfere with or damage the Precinct Property; and

(b) compensate the Precinct Association for any damage caused to the Precinct Property while that Owner or Occupier (or a Permitted Person on the Precinct Parcel with the consent of that Owner or Occupier) uses the Precinct Property.

DP280076

ePlan

Additional Precinct Property

6.5 The Precinct Association may, for any purpose in connection with the control, management, administration, use or enjoyment of the Lots or the Precinct Property:

(a) acquire additional personal property from time to time including furniture, office equipment, fixtures, fittings and maintenance equipment; and

(b) enter into any licence or lease considered necessary or desirable to create additional Precinct Property.

Original Proprietor's Rights

6.6 This By Law is subject to the rights of the Original Proprietor under By Law 3.

Contracts with third parties

6.7 The Precinct Association has the power to enter into agreements with third parties for itself and as agent for Subsidiary Bodies to provide for:

(a) operational, management, maintenance or other services to the Precinct Scheme and Subsidiary Schemes; and

(b) recreational amenities, facilities or services.

By Law 7. Access Ways

No part of the Precinct Property has been set apart as an access way under the Development Act.

By Law 8. Services

8.1 No easements are intended to be created under section 36 of the *Community Land Development Act 1989* on the date of this Management Statement.

By Law 9. Internal Fencing

Precinct Property and Subsidiary Body Property Fencing

9.1 The Precinct Association is responsible for the maintenance and replacement of fencing of Precinct Property.

9.2 The Precinct Association is responsible for the maintenance and replacement of common fences between Precinct Property and Subsidiary Body Property.

9.3 The Precinct Association need not contribute to the cost of any fencing work with respect to any fence or proposed fence on the common boundary of and dividing Precinct Property from any other Lot.

Consent

9.4 If the Community Management Statement requires an Owner or Occupier to obtain the consent of the planning committee, constituted in accordance with the Community Management Statement, and the planning committee consents to the Owner or Occupier's application, the Precinct Association must also consent to the application.

DP280076

ePlan

By Law 10. Garbage

10.1 By Law 15 of the Community Management Statement applies.

By Law 11. Insurance

11.1 The Precinct Association must take out insurances required under the Management Act including the following policies:

(a) to cover any building or structure on the Precinct Property against damage or destruction by fire, lightning, explosion or other prescribed risk;

(b) under the *Workers Compensation Act 1987*;

(c) to cover damage to the Precinct Property and for death and bodily injury for which the Precinct Association could become liable in damages;

(d) against damages for which the Precinct Association could become liable because of work done by a voluntary worker;

(e) to cover accidental injury to, or accidental death of, a voluntary worker;

(f) against the possibility of the Members of the Precinct Association becoming jointly liable under a claim arising out of any other event against which the Precinct Association decides by special resolution to insure; and

(g) insurances required to be taken out in the By Laws in Part 5 of this Management Statement, if any.

11.2 The Precinct Association must review, on an annual basis:

(a) all of its insurance; and

(b) the need for new or additional insurances.

Precinct Association insurance arrangements

11.3 There are advantages to the Subsidiary Schemes in taking out joint insurance with the Precinct Association or making similar arrangements with the Precinct Association with respect to the insurance the Precinct Association is required to maintain. Benefits may include cost savings through economies of scale and consistency in management between schemes in the Precinct Scheme.

11.4 The Precinct Association has the power and authority to liaise with the Subsidiary Associations and to negotiate, agree with the other parties and implement insurance contracts jointly with the Subsidiary Associations or to make other similar arrangements, provided the insurance contract does not adversely affect the Precinct Association's insurance cover.

11.5 The Precinct Association has power and authority to negotiate, agree with the other parties and implement an equitable apportionment of the costs of such contracts, including incidental costs such as legal and administrative costs. The agreement reached may be contained in a separate agreement to the contract with an insurer.

Annual notice

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

DP280076

ePlan

Increase in risks

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

(a) effect new insurances; or

(b) vary or extend existing insurances.

11.8 An Owner or Occupier must obtain the written consent of the Precinct Association before it does anything that might:

(a) void or prejudice the Precinct Association's insurance; or

(b) increase any insurance premium which the Precinct Association pays.

By Law 12. Executive Committee

Constitution

12.1 The Executive Committee must be established under the Management Act.

Officers

12.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

12.3 The functions of the secretary of the Executive Committee include:

(a) convening meetings of the Precinct Association and the Executive Committee;

(b) preparing and distributing minutes of meetings of the Precinct Association and the Executive Committee;

(c) giving a notice on behalf of the Precinct Association and the Executive Committee required to be given under the Management Act;

(d) maintaining the Community Association roll;

(e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;

(f) answering communications addressed to the Precinct Association or the Executive Committee;

(g) performing administrative or secretarial functions on behalf of the Precinct Association and the Executive Committee; and

(h) keeping records under part 3 of schedule 1 to the Management Act.

Functions of the Treasurer

12.4 The functions of the treasurer of the Executive Committee include:

(a) notifying Members of the Precinct Association of contributions levied under the Management Act and collecting those contributions;

(b) receiving, acknowledging, banking and accounting for any money paid to the Precinct Association under this Management Statement or the Community Titles Legislation;

(c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;

(d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and

(e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

Function of the Chairperson

12.5 The function of the chairperson is to preside at Precinct Association meetings and Executive Committee meetings at which the chairperson is present.

Sub-Committees

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

(a) conduct investigations;

(b) perform duties and functions on behalf of the Executive Committee; and

(c) report the findings of the sub-committee to the Executive Committee.

No Remuneration

12.7 A member of the Executive Committee is:

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

(b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

Protection of Executive Committee members from liability

12.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.

12.9 By Law 12.8 does not apply if a member is fraudulent or negligent.

By Law 13. Meetings

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

(a) may meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;

(b) may make decisions on the day to day administration of the Precinct Association;

(c) may make decisions in relation to applications for consent under the Management Statement;

(d) subject to this Management Statement, may regularly call a meeting of the Executive Committee; and

DP280076

ePlan

(e) must consider and determine any motion properly put to the meeting promptly and without delay.

Right of Owner to Attend Meetings

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

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

Meeting at Request of Members

13.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.

13.5 Subject to By Law 13.4, the secretary must convene the meeting within the period of time specified in the request.

13.6 The members must give the secretary more than 7 days to convene the meeting.

13.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.

13.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.

Out of Meeting Determinations

13.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

(a) the person convening the meeting has observed this Management Statement and the Management Act;

(b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

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

Notices of Meetings

13.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

13.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:

(a) notify Members of the Community Association of the meeting including details of the meeting; and

(b) provide each Member of the Community Association with a copy of the agenda for the meeting.

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

DP280076

ePlan

Notice Board

13.13 The Executive Committee must place on the notice board, a copy of:

(a) the agenda and notice of the meeting at least 72 hours before the meeting; and

(b) minutes of a meeting, within 7 days after the meeting

and must display them for at least 14 days.

Time and Place of Meetings

13.14 Subject to the ability to make resolutions in the manner specified in By Law 13.9, until the Development Period ends, any meeting of the Executive Committee may only be held:

(a) between 9am and 6pm on a weekday that is not a public holiday; and

(b) either at the Community Building or the head office of the Original Proprietor.

13.15 After the End of the Development Period, Executive Committee meetings may be held at the time and place as determined by the Secretary.

Minutes of Meetings

13.16 The secretary must ensure that:

(a) minutes of the Executive Committee are sent to each Member of the Community Association within 14 days of the meeting; and

(b) that the following are properly kept:

(i) agendas and minutes of meetings of the Executive Committee;

(ii) records of decisions of the Executive Committee; and

(iii) records of notices.

13.17 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By Law 13.16.

Electronic Notices

13.18 The Executive Committee may send notices to Members of the Precinct Association by email to their electronic address if an electronic address has been provided to the Executive Committee for that purpose.

13.19 The Executive Committee may receive notices by email to an electronic address if an electronic address has been provided to the Members of the Precinct Association, or any other person, for that purpose.

By Law 14. Levies

Payment by Owners

14.1 An Owner must pay:

(a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and

(b) on demand any costs, charges and expenses of the Precinct Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

Interest on Late Payment

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

14.3 Nothing in this By Law prevents the Precinct Association from recovering other amounts in addition to interest as a consequence of any amount not being paid when due.

Evidence of Amount Due

14.4 A certificate signed by the Precinct Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Precinct Association is prima facie evidence of:

(a) the amount; or

(b) any other fact stated in that certificate.

DP280076

ePlan

Part 4 **Optional Matters**

Amendment to By Laws

These By Laws may only be amended or revoked by a special resolution of the precinct association *(see section 14(3)(C) of the Management Act).*

By Law 15. Behaviour of Owners, Occupiers and Permitted Persons

By Law 20 of the Community Management Statement applies.

By Law 16. Precinct Property and Subsidiary Body Property

By Law 21 of the Community Management Statement applies.

By Law 17. Washing

By Law 22 of the Community Management Statement applies.

By Law 18. Storage of Flammable Liquids

By Law 23 of the Community Management Statement applies.

By Law 19. Keeping of Animals

Precinct Scheme

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

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

(b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;

(c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and

(d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:

(i) any noise which is disturbing to an extent which is unreasonable;

(ii) for damage to or loss of property or injury to any person caused by the animal; and

(iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

19.2 This By Law applies to any Permitted Person or visitor to the Precinct Parcel.

19.3 In this By Law "**animal**" must be taken to mean one or more animals.

By Law 20. Parking Restrictions

By Law 25 of the Community Management Statement applies.

DP280076

ePlan

By Law 21. Security Keys

21.1 The Precinct Association may restrict access to parts of the Precinct Property by means of Security Keys.

21.2 The Precinct Association may make Security Keys available to:

(a) Owners and Occupiers; and

(b) persons authorised by the Precinct Association.

21.3 A Security Key is available at the cost of the Owner or Occupier or person authorised by the Precinct Association who obtains that Security Key.

21.4 A person to whom a Security Key is made available must:

(a) pay a deposit to the Precinct Association;

(b) not duplicate or copy the Security Key;

(c) immediately notify the Precinct Association if the Security Key is lost, stolen or misplaced;

(d) when requested by the Precinct Association, immediately return the Security Key to the Precinct Association; and

(e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

21.5 A person forfeits a deposit if the person misplaces or loses, including by theft, a Security Key.

By Law 22. Private Services

22.1 The Precinct Association may, on its own behalf or on behalf of a Subsidiary Body:

(a) provide private Services to a Subsidiary Body or an Owner or Occupier;

(b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and

(c) contract with any person to monitor or provide, in part or in whole, private Services.

22.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.

22.3 An Owner or Occupier must immediately notify the Precinct Association of any damage to or the defective operation of any private Service.

22.4 Subject to section 60 of the Management Act, the Precinct Association and a person authorised by the Precinct Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

By Law 23. Precinct Association's Rights and Obligations

Contracts

23.1 The Precinct Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:

(a) management, operational, maintenance and other services for Precinct Property or Subsidiary Body Property;

(b) Services or amenities to the Owners or Occupiers; and

(c) Services or amenities to Precinct Property or Subsidiary Body Property.

Notice of Breach

23.2 If an Owner or Occupier is in breach of this Management Statement, the Precinct Association may serve notice of the breach and the following provisions apply:

(a) a notice must be served on the Owner in compliance with section 13A, and in the manner specified by section 115, of the Management Act;

(b) the notice of breach must:

(i) specify the nature of the breach;

(ii) set out the provisions in the Community Legislation or this Management Statement upon which the Precinct Association relies; and

(iii) provide a reasonable period, having regard to the nature of the breach, for the Owner to remedy the breach.

Breach of Architectural and Landscape Guidelines

23.3 Each Owner and Occupier acknowledges and agrees that compliance by each Owner and Occupier with:

(a) the Architectural and Landscape Guidelines;

(b) the procedures set out in Part One of this Management Statement; and

(c) and Part One of the Community Management Statement,

is essential to preserve and ensure the continuation of the look and theme of the Precinct Scheme. To this end, the Precinct Association must do everything that it can to ensure compliance with those guidelines, including serving a notice under By Law 23.2 on an Owner or Occupier who is in breach of By Law 1, or lodging an application for an order to comply under Part 4 of the Management Act.

23.4 The Planning Committee may notify the Precinct Association as soon as it is aware of a breach by an Owner or Occupier of By Law 1. That notice will be conclusive evidence of a breach, except in the case of obvious error.

Remedy

23.5 The Precinct Association may do anything on a Lot:

(a) where an Owner has failed to comply with a notice of breach served under this Management Statement; or

(b) to comply with this Management Statement or any Law, including remedying, removing, restoring or cleaning up anything on that Lot which breaches this Management Statement or any Law.

23.6 If By Law 23.5 applies, the Precinct Association is entitled to:

(a) enter and remain on the Lot for as long as it is necessary; and

(b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

Trading Activities

23.7 The Precinct Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

23.8 If the Precinct Association carries on business or trading activity, then the Precinct Association:

(a) must pay into the sinking fund of the Precinct Association income derived by the Precinct Association from its business or trading activities;

(b) must estimate how much money the Precinct Association will need to credit to the sinking fund of the Precinct Association;

(c) must levy each Member of the Precinct Association for a contribution to meet expenses associated with carrying on a business or trading activities; and

(d) may distribute any net profit derived by the Precinct Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.

23.9 If the Precinct Association suffers a net loss from carrying on its business or trading activities, then the Precinct Association must impose a levy on each Member of the Precinct Association for a contribution to the sinking fund in order to meet the amount of the net loss.

Not Liable for Damage

23.10 The Precinct Association is not liable for damage to or loss of property or injury to any person in or near the Precinct Parcel due to any cause.

23.11 By Law 23.10 does not apply if the damage loss or injury follows the negligence or fraud of the Precinct Association or any employee or agent of the Precinct Association.

Communications with Precinct Association

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

(a) to the Managing Agent of the Precinct Association; or

(b) if there is no Managing Agent, to the secretary of the Executive Committee.

Conversion of Precinct Development Lot to Precinct Property

23.13 If the Original Proprietor determines that a Precinct Development Lot should be converted to Precinct Property, the Original Proprietor may give a notice to the Precinct Association. It must include with that notice:

(a) the conversion instrument and the items referred to in clauses 1(1)(a) and 1(1)(b) (as amended by clause 4) of schedule 6 to the Development Act signed by the Owner of the Precinct Development Lot to be converted; and

(b) the item referred to in clause 1(1)(c) (as amended by clause 4) of schedule 6 to the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Precinct Association has the power under this By Law 23.13 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

Severance of Precinct Development Lot from the Precinct Scheme

23.14 If the Original Proprietor determines that a Precinct Development Lot should be severed from the Precinct Scheme it may give a notice in that regard to the Precinct Association.

23.15 If the Original Proprietor gives a notice referred to in By Law 23.14 and includes with that notice:

(a) the severance instrument referred to in clause 1(1) and the item referred to in clause 1(1)(a) of schedule 8 to the Development Act signed by the Owner of the Community Development Lot to be severed; and

(b) the item referred to in clause 1(1)(b) of schedule 8 to the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Precinct Association has the power under this By Law 23.15 to consent to the severance and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the severance is effected.

By Law 24. Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

24.1 An Owner or Occupier must comply on time with:

(a) each requirement and orders of each Authority;

(b) each Law for the Lot and the use or occupation of the Lot; and

(c) the terms of any notice displayed on Precinct Property by the Precinct Association, Service Provider or other relevant Authority.

Contractors

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

Permitted Persons

24.3 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.

24.4 If an Owner or Occupier cannot comply with By Law 24.1, then that person must:

(a) withdraw the consent of the person to be on the Precinct Parcel; and

(b) request that person to leave the Precinct Parcel.

24.5 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

24.6 An Owner or Occupier must compensate the Precinct Association for any loss or damage to the Precinct Parcel that is caused or contributed to by a Permitted Person on the Precinct Parcel with the consent of that Owner or Occupier.

DP280076

ePlan

Lessees/Licensees

24.7 An Owner whose Lot is the subject of a lease or licence agreement must:

(a) provide the lessee or licensee with a copy of this Management Statement; and

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

Things done at Owner's or Occupier's cost

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

By Law 25. Rules

25.1 The Precinct Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Precinct Parcel and the Precinct Property.

25.2 The Rules must be consistent with:

(a) the Management Act;

(b) the Development Act;

(c) all Laws; or

(d) this Management Statement.

25.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

By Law 26. Real Estate Manager

26.1 The Real Estate Manager has the sole right to conduct a Real Estate Agency from the Precinct Parcel.

DP280076

ePlan

Part 5 **By Laws required by Public Authorities**

Amendment to By Laws

These By Laws have been made at the request of a public authority. These By Laws may only be amended or revoked:

(a) *by a special resolution of the Precinct Association; and*

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

DP280076

ePlan

Signatures, consents and approvals

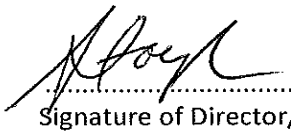
DATED 13 day of 5. 2019

Executed by **Jessica Investments Pty. Limited (ABN 31 001 156 109)** in accordance with section 127 of the Corporations Act:

Signature of Director

PETER BRIAN ICKLOW

Name of Director



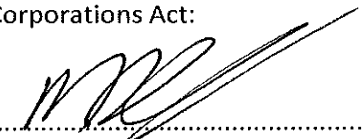
Signature of Director/Secretary

ALIX ESTHER TOYNTON

Name of Director/Secretary

Executed by **Mortgagee**

Executed by **Bricktop No.15 Pty Ltd (ACN 628 564 518)** in accordance with section 127 of the Corporations Act:



Signature of Director

Michael Brian Balkin

Name of Director

Signature of Director/Secretary

Warren John Davis

Name of Director/Secretary

S:8460363_2 PJM

DP280076

ePlan

Certificate of Approval

It is certified:

(a) That the consent authority has consented to the development described in Development Application No 3508/2015/DA-SW/C; and

(b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date: 13.5.2019

Execution of consent authority .....

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

REGISTERED 27.5.2019

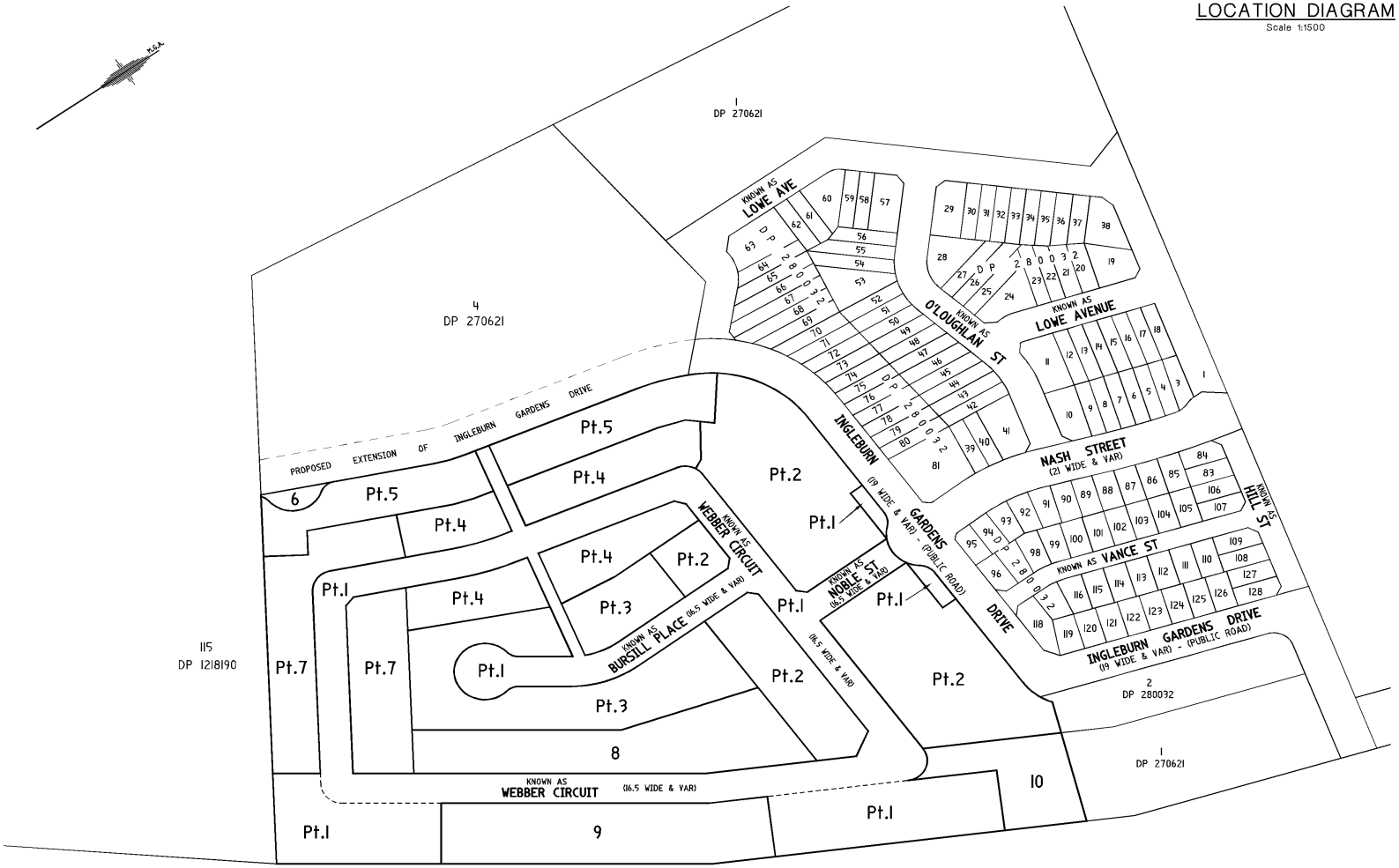
S:8460363_2 PJM

InfoTrack

Req:R198345 /Doc:DP 0270983 P /Rev:31-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:1 of 13
Ref:16600096 /Src:M

LOCATION DIAGRAM

Scale 1:1500



Pt.1 - COMMUNITY ASSOCIATION PROPERTY

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
2 & 3	SUBDIVIDED INTO LOTS 1-69 IN DP280064	6

Subdivision Certificate No: **63 of 2017**
Date: **5 OCTOBER 2017**

Surveyor: RICHARD MCCLENAHAN
Surveyors Ref: 16014-1 **"DM No. 17/02"**

REGISTERED: **26.10.2017**

COMMUNITY/~~PRECINCT/NEIGHBOURHOOD~~ PLAN

DP270983

DETAIL PLAN

PLAN IN 3 SHEETS

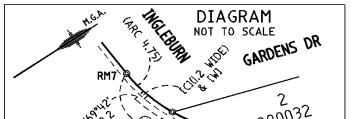
THE PLACEMENT OF REFERENCE MARKS RM 'A' ~ RM 'E' INCLUSIVE AND BOUNDARY MARKS DM 1 ~ DM37 INCLUSIVE HAVE BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 38 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012. WHEN PLACED, THE NATURE AND POSITION OF THESE DEFERRED REFERENCE/BOUNDARY MARKS WILL BE SHOWN IN A SCHEDULE ON A SEPARATE SHEET ANNEXED TO THIS PLAN. (SEE SHEET 4 FOR LOCATION OF DEFERRED MARKS)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & CLAUSE 61(2)

MGA CO-ORDINATES ZONE 56									
MARK	EASTING	NORTHING	CLASS	ORDER	RL	CLASS	ORDER	METHOD	ORIGIN
SSM 146997	303 089.368	6 238 692.828	C	4	49.20	D	5	SCIMS	SCIMS
SSM 146998	303 020.063	6 238 737.828	C	4	48.00	D	5	SCIMS	SCIMS
SSM 166240	303 223.135	6 238 725.431	C	3	54.09	D	4	SCIMS	SCIMS
SSM 176150	303 331.869	6 238 733.262	C	3	54.15	D	5	SCIMS	SCIMS
SSM 176157	303 283.548	6 238 719.805	C	3	55.1	E	5	SCIMS	SCIMS
COMBINED SEA LEVEL & SCALE FACTOR 1.000065 (SSM 166240) SOURCE: S.C.I.M.S. DATED: 2-2-2017									

SSM CONNECTIONS
SSM 146998 ~ SSM 146997
MGA 122° 59' 45" ~ 82.628 GROUND
SURV 122° 59' 46" ~ 82.642
SSM 166240 ~ SSM 176157
MGA 95° 19' 13" ~ 60.67 GROUND
SURV 95° 19' 13" ~ 60.674
SSM 176157 ~ SSM 176150
MGA 74° 26' 17" ~ 50.157 GROUND
SURV 74° 26' 16" ~ 50.163

DIAGRAM NOT TO SCALE



SCHEDULE OF REFERENCE MARKS & CONNECTIONS

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM 1	DH&W'S FD	44° 28' 45"	3.32 & 13.02	DP280032 SHT 3
RM 2	DH&W'S FD	313° 49' 30"	3.35 & 15.55	DP280032 SHT 3
RM 3	DH&W'S FD	358° 44'	3.32 & 15.61	DP280032 SHT 3
RM 4	DH&W'S FD	10° 51'	3.45 & 15.94	DP280032 SHT 3
RM 5	DH&W FD	248° 47' 248° 55'	4.91 4.91	DP270621 SHT 7 BY SURVEY
RM 6	DH&W FD SSM 166240 FD	176° 13' 10" 134° 20'	5.87 19.805	DP270621 SHT 6 DP270621 SHT 6
RM 7	DH&W'S FD	155° 24' 35"	5.27 & 17.485	DP270621 SHT 6
RM 8	DH&W'S FD SSM 176150 FD	148° 53' 180° 48' 30"	8.925 & 21.585 13.61	DP270621 SHT 6 DP280032 SHT 4
RM 9	DH&W'S FD	108° 09' 10"	3.37 & 15.485	DP270621 SHT 6
RM 10	DH&W'S PL ON KB	268° 46' 30"	3.285 & 13.025	PLACED
RM 11	DH&W'S PL ON KB	358° 46' 30"	3.36 & 13.06	PLACED
RM 12	DH&W'S PL ON KB	344° 03' 40"	3.49 & 14.565	PLACED
RM 13	DH&W'S PL ON KB	88° 46' 30"	3.34 & 12.965	PLACED
RM 14	DH&W'S PL ON KB	88° 25' 40"	3.4 & 13.085	PLACED
RM 15	DH&W'S PL ON KB	178° 46' 30"	3.39 & 13.055	PLACED
RM 16	DH&W'S PL ON KB	297° 56' 15"	3.395 & 13.03	PLACED
RM 17	DH&W'S PL ON KB	27° 56' 15"	10.99 & 23.645	PLACED

EASEMENTS:
(A) - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE
(B2) - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE
(B3) - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(D) - EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE
(C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE
(E) - EASEMENT FOR RETAINING WALL 1.5 WIDE
(F) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F-1) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
(J) - EASEMENT FOR SERVICES 16.5 WIDE AND VARIABLE
(K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE
(L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE AND VARIABLE
(M) - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 & 7.5 WIDE

EXISTING EASEMENTS:
(H) - EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (VIDE DP1131246)
(W) - EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH (VIDE DP1131246)
(X) - EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE (VIDE DP1131246)
(Y) - RESTRICTION ON THE USE OF LAND (VIDE DP1131246)
(O) - EASEMENT FOR PUBLIC ROAD 19 WIDE (VIDE DP1131246)

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
1	19° 44' 05"	31.015	31.1	120
2	32° 21'	10.855	10.87	60
3	63° 09' 25"	51.885	53.655	60
4	246° 17' 55"	60.405	61.985	79
5	268° 34'	5.54		
6	224° 28' 45"	16.5		
7	88° 46' 30"	18.27		
8	113° 20'	8.31	8.57	10
9	127° 02' 45"	6.585	6.625	17.5
10	357° 48' 20"	22.455	24.38	17.5
11	88° 04' 10"	16.5	17.185	17.5
12	48° 27'	6.975	7.02	17.5
13	62° 52'	8.74	9.045	10
14	88° 46' 30"	17.82		
15	178° 46' 30"	8.315		
16	71° 09'	18.17	18.46	30
17	256° 19' 30"	4.745	4.78	11
18	333° 52' 30"	5.5		
19	304° 08' 30"	21.21		
20	218° 05' 30"	9.57	9.9	11
21	133° 46' 30"	5.655		
22	191° 34'	18.49	18.645	41.75
23	208° 39' 10"	6.255	6.26	41.75
24	214° 00'	1.545	1.545	41.75
25	237° 56' 20"	6.605	6.785	8.5
26	193° 31' 45"	28.595	36.4	15.5
27	57° 47' 20"	28.835	37.04	15.5
28	12° 12'	6.605	6.785	8.5
29	16° 55' 20"	36.285	36.90	58.25
30	18° 05' 10"	29.09	29.14	144.55
31	198° 05' 10"	25.765	25.81	128.05
32	163° 21' 25"	14.29	15.555	11
33	67° 23' 20"	4.82	4.885	8.5
34	23° 51' 40"	26.845	32.46	15.5
35	353° 51' 40"	8.5	8.9	8.5

VEHICLE ACCESS IS DENIED ACROSS BOUNDARIES A – B – C

(Z2) & (Z3) BENEFITED BY EASEMENT FOR RETAINING WALL 1.5 WIDE - DP270983 (DOC.1)

SCHEDULE OF REFERENCE MARKS

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM F	DH&W's ON KB	88° 46' 30"	3.39 & 13.03	PLACED
RM G	DH&W's ON KB	125° 04' 10"	3.275 & 13.03	PLACED
RM H	DH&W ON KB	266° 48'	11.105	PLACED

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Surveyor: RICHARD MCCLENAHAN
Date of Survey: 2-6-2017
Surveyor's Ref: 16014-1
"DM No. 17/02"

PLAN OF SUBDIVISION OF LOT 101 DP 1060693

LGA: CAMPBELLTOWN
Locality: BARDIA
Subdivision No: 63 of 2017
Lengths are in metres. Reduction Ratio 1: 1250

Registered 26.10.2017

DP270983

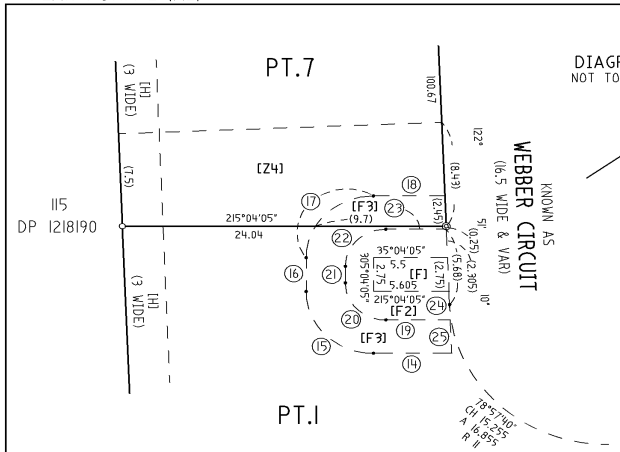
Brunskill McClenahan & Associates Pty Ltd Computer File 16014-1-REV 4.dwg

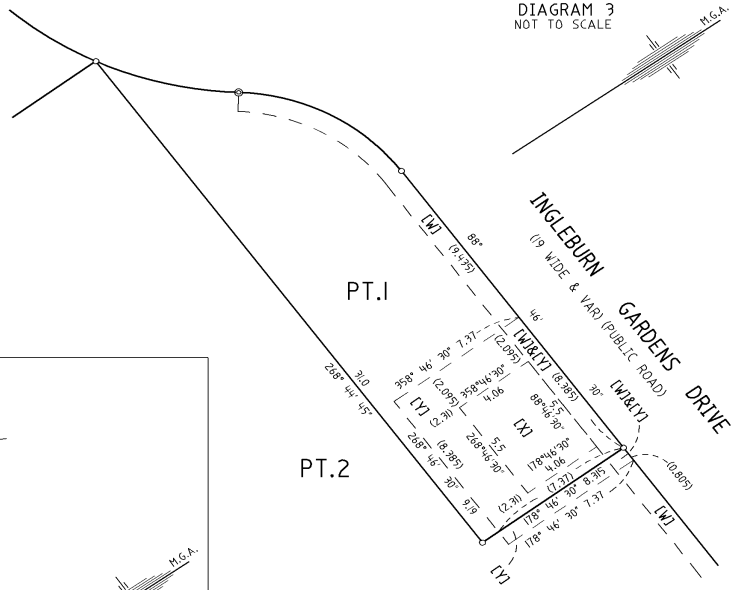
Req:R198345 /Doc:DP 0270983 P /Rev:31-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:2 of 13
Ref:16600096 /Src:M

Req:R198345 /Doc:DP 0270983 P /Rev:31-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:3 of 13
Ref:16600096 /Src:M

DETAIL PLAN

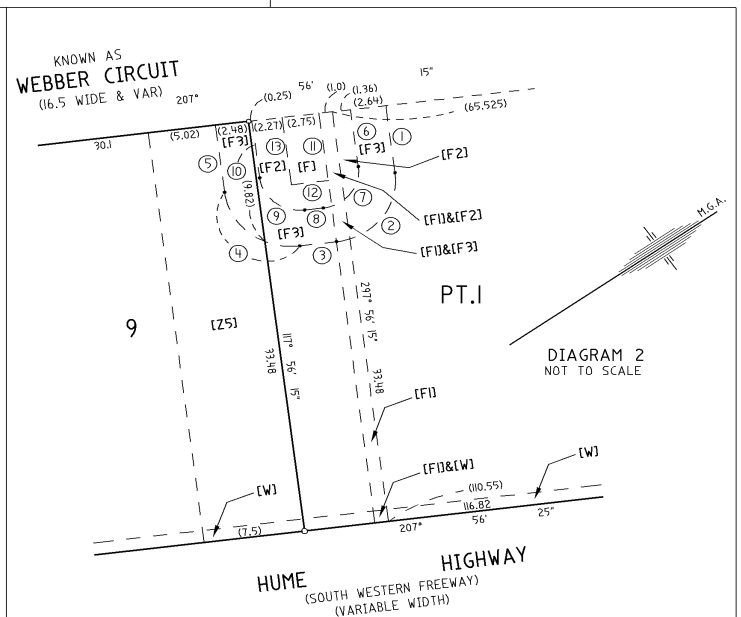
PLAN IN 3 SHEETS





SCHEDULE OF SHORT LINES (CIRCLED NUMBERS) FOR THIS PAGE ONLY

No	BEARING	DIST	ARC	RAD
1	117° 56' 15"	5.5		
2	162° 56' 15"	7.07	7.855	5
3	207° 56' 15"	2.75		
4	252° 56' 15"	7.07	7.855	5
5	297° 56' 15"	5.5		
6	117° 56' 15"	4.66		
7	162° 56' 15"	4.245	4.715	3
8	207° 56' 15"	1.38		
9	252° 56' 15"	4.245	4.715	3
10	297° 56' 15"	4.66		
11	117° 56' 15"	5.5		
12	207° 56' 15"	2.75		
13	297° 56' 15"	5.5		
14	215° 04' 05"	5.8		
15	260° 04' 05"	7.07	7.855	5
16	305° 04' 05"	2.75		
17	350° 04' 05"	7.07	7.855	5
18	35° 04' 05"	5.305		
19	215° 04' 05"	4.78		
20	260° 04' 05"	4.245	4.715	3
21	305° 04' 05"	1.35		
22	350° 04' 05"	4.245	4.715	3
23	35° 04' 05"	4.495		
24	122° 51' 10"	2.305		
25	122° 51' 10"	2.7		



EASEMENTS:
(F) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F1) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
(F2) - RESTRICTION ON THE USE OF LAND (FIRE RATING)
(F3) - RESTRICTION ON THE USE OF LAND (SWIMMING POOL)

EXISTING EASEMENTS:
(H) - EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (VIDE DP1131246)
(W) - EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH (VIDE DP1131246)
(X) - EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE (VIDE DP1131246)
(Y) - RESTRICTION ON THE USE OF LAND (VIDE DP1131246)

Surveyor: RICHARD MCCLENAHAN Date of Survey: 2-6-2017 Surveyor's Ref: 16014-1 "DM No. 17/02"	PLAN OF SUBDIVISION OF LOT 101 DP 1060693	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: 63 of 2017 Lengths are in metres. Reduction Ratio 1:	Registered: 26.10.2017	DP270983

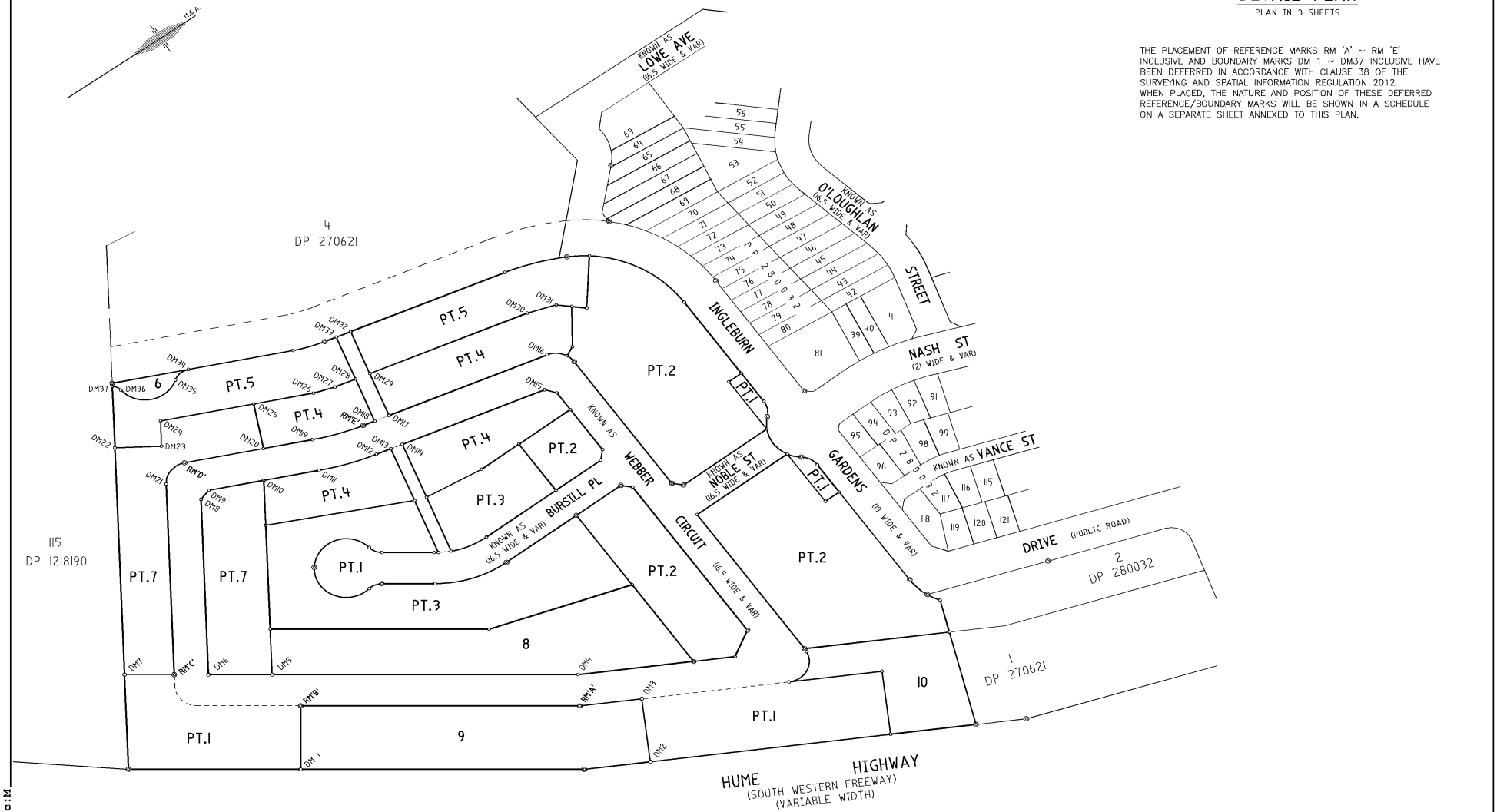
0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Req:R198345 /Doc:DP 0270983 P /Rev:31-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:4 of 13
Ref:16600096 /Src:M

DETAIL PLAN

PLAN IN 3 SHEETS

THE PLACEMENT OF REFERENCE MARKS RM 'A' ~ RM 'E' INCLUSIVE AND BOUNDARY MARKS DM 1 ~ DM37 INCLUSIVE HAVE BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 38 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012. WHEN PLACED, THE NATURE AND POSITION OF THESE DEFERRED REFERENCE/BOUNDARY MARKS WILL BE SHOWN IN A SCHEDULE ON A SEPARATE SHEET ANNEXED TO THIS PLAN.



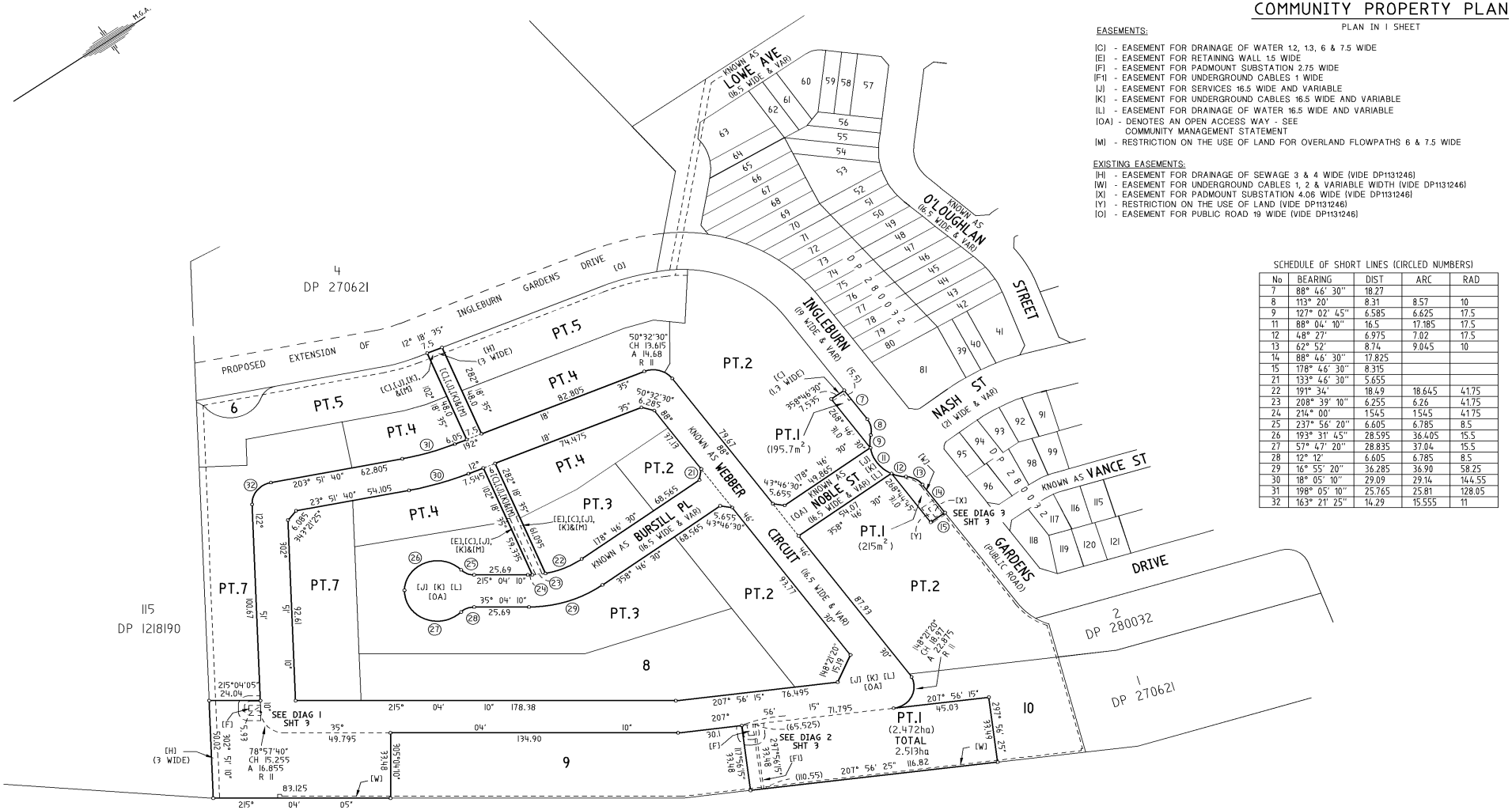
Surveyor: RICHARD MCCLENAHAN Date of Survey: 2-6-2017 Surveyor's Ref: 16014-1 "DM No. 17/02"	PLAN OF SUBDIVISION OF LOT 101 DP 1060693	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: 63 of 2017 Lengths are in metres. Reduction Ratio 1: 1250	Registered 26.10.2017	DP270983

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-1-REV 4.dwg

COMMUNITY PROPERTY PLAN

PLAN IN 1 SHEET



EASEMENTS:

- (C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE
- (E) - EASEMENT FOR RETAINING WALL 1.5 WIDE
- (F) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (F1) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (J) - EASEMENT FOR SERVICES 16.5 WIDE AND VARIABLE
- (K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE
- (L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE AND VARIABLE
- (OA) - DENOTES AN OPEN ACCESS WAY - SEE COMMUNITY MANAGEMENT STATEMENT
- (M) - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 & 7.5 WIDE

EXISTING EASEMENTS:

- (H) - EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (VIDE DP1131246)
- (W) - EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH (VIDE DP1131246)
- (X) - EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE (VIDE DP1131246)
- (Y) - RESTRICTION ON THE USE OF LAND (VIDE DP1131246)
- (O) - EASEMENT FOR PUBLIC ROAD 19 WIDE (VIDE DP1131246)

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
7	88° 46' 30"	18.27		
8	113° 20'	8.31	8.57	10
9	127° 02' 45"	6.585	6.625	17.5
11	88° 04' 10"	16.5	17.185	17.5
12	48° 27'	6.975	7.02	17.5
13	62° 52'	8.74	9.045	10
14	88° 46' 30"	17.825		
15	178° 46' 30"	8.315		
21	133° 46' 30"	5.655		
22	191° 34'	18.49	18.645	41.75
23	208° 39' 10"	6.255	6.26	41.75
24	214° 00'	1.545	1.545	41.75
25	237° 56' 20"	6.605	6.785	8.5
26	193° 31' 45"	28.595	36.405	15.5
27	57° 47' 20"	28.835	37.04	15.5
28	12° 12'	6.605	6.785	8.5
29	16° 55' 20"	36.285	36.90	58.25
30	18° 05' 10"	29.09	29.14	144.55
31	198° 05' 10"	25.765	25.81	128.05
32	163° 21' 25"	14.29	15.555	11

Surveyor: RICHARD MCCLENAHAN Date of Survey: 2-6-2017 Surveyor's Ref: 16014-1 "DM No. 17/02"	PLAN OF SUBDIVISION OF LOT 101 DP 1060693	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: 63 of 2017 Lengths are in metres. Reduction Ratio 1: 1250	Registered 26.10.2017	DP270983

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-1-REV 4.dwg

Req:R198345 /Doc:DP 0270983 P /Rev:31-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:5 of 13
Ref:16600096 /Src:M

DP270983

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:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	7	Y	26.10.2017	5	1-10

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF

LOT 101 DP1060693

LGA: **CAMPBELLTOWN**

Locality: **BARDIA**

Parish: **MINTO**

County: **CUMBERLAND**

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: .....

Subdivision Certificate

I, Jim Baldwin

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: N/A

Consent Authority: CAMPBELLTOWN CITY COUNCIL

Date of endorsement: 5 OCTOBER 2017

Subdivision Certificate number: 63 of 2017

File number: 3508/2015/DA SW

*Strike through if inapplicable.

Survey Certificate

I, RICHARD MCCLENAHAN

of BRUNSKILL MCCLENAHAN & ASSOCIATES P/L

Suite 22, 1-3 Havilah Street Chatswood NSW 2067

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 2/6/2017.

~~*(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: 22 / 06 / 2017

Surveyor ID: 1526.

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.

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

SEE SHEET 2

Plans used in the preparation of survey/~~compilation~~.

DP 240335

DP 246213

DP 270621

DP 280032

DP 1060693

DP 1131246

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 16014-1

2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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 number: .....

Date of Endorsement: .....

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

1. EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE [A].
2. EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE [B2]
3. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE [B3].
4. EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE [D]
5. EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE [C].
6. EASEMENT FOR RETAINING WALL 1.5 WIDE [E]
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE [F]
8. EASEMENT FOR UNDERGROUND CABLES 1 WIDE [F1]
9. EASEMENT FOR SERVICES 16.5 WIDE AND VARIABLE [J].
10. EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE [K].
11. EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE AND VARIABLE [L].
12. RESTRICTION ON THE USE OF LAND (FIRE RATING) [F2]
13. RESTRICTION ON THE USE OF LAND (SWIMMING POOL) [F3]
14. RESTRICTION ON THE USE OF LAND (ACCESS)
15. RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOW PATHS 6 & 7.5 WIDE [M]
16. RESTRICTION ON THE USE OF LAND (DISCHARGE RATE)

THE PLACEMENT OF REFERENCE MARKS RM 'A' ~ RM 'E' INCLUSIVE AND BOUNDARY MARKS DM 1 ~ DM37 INCLUSIVE HAVE BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 38 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012. WHEN PLACED, THE NATURE AND POSITION OF THESE DEFERRED REFERENCE / BOUNDARY MARKS WILL BE SHOWN IN A SCHEDULE ON A SEPARATE SHEET ANNEXED TO THIS PLAN.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-1

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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

Subdivision Certificate number: 63 of 2017

Date of endorsement: 5 OCTOBER 2017

Name of Development (Optional)

THE MEADOWS

Address for Service of Notices
C/- Monarch Investments
Suite 12
33 Ryde Road
PYMBLE, NSW 2073

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 provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

~~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~~

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER M°SWIGGAN

of PRESTON ROWE PATERSON SYDNEY

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 ^ 23 June 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 ^ 23 June 2017 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: ..... Dated: 9.10.17

* Strike through if inapplicable
^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2899	NOW DP280064
3	1426	NOW DP280064
4	1305	
5	1007	
6	1	
7	1343	
8	965	
9	954	
10	100	
TOTAL	**10000**	

If space is insufficient use annexure sheet –Plan Form 6A

Surveyor's Reference: 16014-1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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 number: 63 of 2017

Date of Endorsement: 5 OCTOBER 2017

STREET ADDRESSES: LOCALITY - BARDIA

NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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 number: 63 of 2017

Date of Endorsement: 5 OCTOBER 2017

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

.....	.....
Signature of Director	Signature of ~~Director~~/Secretary
ALIX ESTHER TOYNTON	ANDREW SAMUEL TOYNTON
Name of Director	Name of Director/Secretary

~~**EXECUTED** by **Balanced Securities Limited** ABN 54 083 514 685 in accordance with section 127 of the Corporations Act:~~

.....	.....
Signature of Director	Signature of Director/Secretary
.....	.....
~~Name of Director~~	Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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 number: 63 of 2017

Date of Endorsement: 5 OCTOBER 2017

EXECUTED by **Hanaland Investments Pty Limited** ABN 51 121 254 537 in accordance with section 127 of the Corporations Act:

Signature of Director (Sole Director)

Name of Director: Andrew Samuel Toynton

Signature of Director/Secretary

Name of Director/Secretary

Signed sealed and delivered on behalf of **BALANCED SECURITIES LIMITED** ACN 083 514 685 by its attorney under power of attorney registered book 4672 no 120 in the presence of:

Witness

Name: Melissa Frances Di Medio

Address: 23/385 Bourke Street, Melbourne, Victoria

Attorney

Trevor John Wilson

Print name

Angela Palermo

Attorney

Angela Palermo

Print name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Office Use Only

Registered: 26.10.2017

Office Use Only

DP270983

(DOC.A)

PLAN OF SUBDIVISION OF
LOT 101 DP1060693

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 number: 63 of 2017

Date of Endorsement: 5 OCTOBER 2017

EXECUTED by **D-Mac Investments Pty LTD** ABN 15 126 404 313 in accordance with section 127 of the Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

DAX RYAN McBURNEY

Name of Director

KATE ALIDA MCBURNEY

Name of Director/Secretary

Signed sealed and delivered on behalf of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 by its attorney under power of attorney registered book 4672 no 119 in the presence of:)

Attorney

Trevor John Wilson

Print name

Witness

Angela Palermo

Attorney

Name: Melissa Frances Di Medio

Angela Palermo

Print name

Address: 23/385 Bourke Street, Melbourne, Victoria

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-1

Req:R198346 /Doc:DP 0270983 B /Rev:27-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:03-Sep-2018 15:16 /Seq:1 of 19
Ref:16600096 /Src:M

DP270983

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	26.10.2017	5	18

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET) ☐

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

ePlan (DOC.1)

Lengths are in metres

Sheet 1 of 10 sheets

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

Full name and address of the owner of the land

Jessica Investments Pty. Limited
Suite 12,33 Ryde Road
Pymble NSW 2073

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 Drainage of Sewage 1.2 wide [A]	3 5	8 1, 2, 4, 10
2	Easement for Drainage of Sewage 2 wide [B2]	4	1, 2
3	Easement for Drainage of Sewage 3 wide [B3]	5	1, 2, 3, 4, 6, 7, 8, 9, 10
4	Easement for Drainage of Sewage 1.6 wide [D]	3 4 5	8 3, 8 3, 4, 8
5	Easement for Drainage of Water 1.2, 1.3, 6 & 7.5 wide [C]	1 2 3 4	2-10 inclusive 10 8 2
6	Easement for retaining wall 1.5 wide [E]	1 3 4 7	3 8, Part of 2 designated [Z2] 3 3, Part of 8 designated [Z3]
7	Easement for Padmount Substation 2.75 wide [F]	1	Epsilon Distribution Ministerial Holding Corporation
8	Easement for Underground Cables 1 wide [F1]	1	Epsilon Distribution Ministerial Holding Corporation
9	Easement for Services 16.5 wide and variable [J]	1 2	2-10 inclusive 1

.....
Council Authorised Delegate
Ref: 16014-1(88B)-Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Easement for Underground Cables 16.5 wide and variable [K]	1 & 2	Epsilon Distribution Ministerial Holding Corporation
11	Easement for Drainage of Water 16.5 wide and variable [L]	1 2	2-10 inclusive 1
12	Restriction on the Use of Land (Fire Rating) [F2]	1	Epsilon Distribution Ministerial Holding Corporation
13	Restriction on the Use of Land (Swimming Pool) [F3]	1, Part of 7 designated [Z4], Part of 9 designated [Z5]	Epsilon Distribution Ministerial Holding Corporation
14	Restriction on the Use of Land (Access)	1, 9 & 10	Roads & Maritime Services
15	Restriction on the Use of Land for overland flowpaths 6 & 7.5 wide [M]	1	2 -10 inclusive
16	Restriction on the Use of Land (Discharge Rate)	10	Campbelltown City Council

PART 2 (Terms)

1. **Terms of Easement for Drainage of Sewage 1.2 wide [A] numbered 1 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

.....
Council Authorised Delegate
Ref: 16014-1 (88B)-Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

2. **Terms of Easement for Drainage of Sewage 2 wide [B2] numbered 2 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

3. **Terms of Easement for Drainage of Sewage 3 wide [B3] numbered 3 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

4. **Terms of Easement for Drainage of Sewage 1.6 wide [D] numbered 4 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

5. **Terms of Easement for Drainage of Water 1.2, 1.3, 6 & 7.5 wide [C] numbered 5 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

6. **Terms of Easement for Retaining Wall 1.5 wide [E] numbered 6 in the Plan:**
   1. The owner of the lot benefitted may:
      (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever retaining wall and footings as is reasonably necessary to support the surface or subsurface of the lot benefitted or any part of it, or any structure or works on the lot benefitted, and
      (b) do anything reasonably necessary for that purpose, including:
      - entering the lot burdened, and
      - taking anything on to the lot burdened, and
      - carrying out work.

   2. The owner of the lot burdened must not:
      (a) Interfere with the retaining wall or footings or the support it offers, or

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

(b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall or footings.

3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or footings or impairs its effectiveness, the owner of the lot benefitted may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefitted may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owners of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefitted must:
   (a) ensure all work is done properly, and
   (b) cause as little inconvenience as is practicable to the owner or any occupier of the lot burdened, and
   (c) cause as little damage as is practicable to the lot burdened and any improvements on it, and
   (d) restore the lot burdened as nearly as is practicable to its former condition, and
   (e) make good any collateral damage.

7. Terms of Easement for Padmount Substation 2.75 wide [F] and numbered 7 in the Plan:

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system and ancillary equipment.
(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

.....
Council Authorised Delegate
Ref: 16014-1 (88B Rev 3)

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 69 of 2017 Dated: 5 OCTOBER 2017

(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.

(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2. Epsilon Distribution Ministerial Holding Corporation may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 634 2017 Dated: 5 OCTOBER 2017

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System.

(a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation.**

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

8. Terms of Easement for Underground Cables 1 wide [F1] numbered 8 in the Plan:

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.

(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.
(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2. Epsilon Distribution Ministerial Holding Corporation may:

(a) install electrical equipment within the easement site,
(b) excavate the easement site to install the electrical equipment.
(c) use the electrical equipment for the transmission of electricity,
(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

.....
Council Authorised Delegate
Ref: 16014-1 (88B)-Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3. In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

(a) install or permit to be installed any services or structure within the easement site, or
(b) alter the surface level of the easement site, or
(c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation.**

9. Terms of Easement for Services 16.5 wide and variable [J] numbered 9 in the Plan:

Terms as set out in Part 11 of Schedule 8 of The Conveyancing Act 1919 (as amended).

10. Terms of Easement for Underground Cables 16.5 wide and variable [K] numbered 10 in the Plan:

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.
(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.
(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Council Authorised Delegate
Ref: 16014-1 (88B)-Rev3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

2. Epsilon Distribution Ministerial Holding Corporation may:

   (a) install electrical equipment within the easement site,
   (b) excavate the easement site to install the electrical equipment.
   (c) use the electrical equipment for the transmission of electricity,
   (d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
   (e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
   (f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3. In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

   (a) install or permit to be installed any services or structure within the easement site, or
   (b) alter the surface level of the easement site, or
   (c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

(a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation.**

11. Terms of Easement for Drainage of Water 16.5 wide and variable [L] numbered 11 in the Plan:
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

12. Terms of Restriction on the Use of Land (Fire Rating) [F2] numbered 12 in the Plan:

1. Definitions:

(a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

(b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

(c) **"erect"** includes construct, install, build and maintain

(d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

(a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

(b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

(c) the owner provides the authority benefited with an engineer's certificate to this effect.

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

4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights

.....
Council Authorised Delegate
Ref: 16014-1 (88B)-Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this restriction is **Epsilon Distribution Ministerial Holding Corporation.**

13. Terms of Restriction on the Use of Land (Swimming Pool) [F3] numbered 13 in the Plan:

1. Definitions:

   "erect" includes construct, install, build and maintain.

   "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

   (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

   (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

.....
Council Authorised Delegate
Ref: 16014-1 (88B)-Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

The Persons or Authority empowered to release, vary or modify this restriction is **Epsilon Distribution Ministerial Holding Corporation.**

14. Terms of Restriction on the Use of Land (Access) numbered 14 in the Plan:

1. Vehicular Access is prohibited across the boundaries between the Points **A** - **B** - **C**.

The Authority empowered to release, vary or modify this Restriction is **The Roads & Maritime Services,** the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

15. Terms of Restriction on the Use of Land for overland flowpaths 6 & 7.5 wide [M] numbered 15 in the Plan:

1. No alteration shall be permitted to the designed surface levels of overland flowpaths within the easement for drainage of water and marked as [M] on the plan of subdivision, without prior written consent of the Council.

The Authority empowered to release, vary or modify this restriction is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

16. Terms of Restriction on the Use of Land (Discharge Rate) numbered 16 in the Plan:

The discharge of water from Lot 10 through the Easement for Drainage of Water [C] (1.2 wide) over part of Lot 2 to Ingleburn Gardens Drive must not exceed a rate greater than 10 litres per second.

The Authority empowered to release, vary or modify this restriction is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Sheet 15 of 18 sheets

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

EXECUTED by **Jessica Investments Pty. Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

ALIX ESTHER TOYNTON
.....
Name of Director

.....
Signature of ~~Director~~/Secretary

ANDREW SAMUEL TOYNTON
.....
Name of Director/Secretary

Signed sealed and delivered on behalf of **BALANCED SECURITIES LIMITED** ACN 083 514 685 by its attorney under power of attorney registered book 4672 no 120 in the presence of:

MELISSA FRANCES DI MEDIO
23/385 BOURKE STREET MELBOURNE VIC 3000

Attorney - Trevor John Wilson

Attorney – Angela Palermo

~~**EXECUTED** by **Balanced Securities Limited** ABN 54 083 514 685 in accordance with section 127 of the Corporations Act:~~

.....
Signature of Director

.....
Signature of Director/Secretary

.....
~~Name of Director~~

.....
~~Name of Director/Secretary~~

.....
Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres

Sheet 16 of 18 sheets

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Name of witness:

NATASHA ISSAC

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

Power of attorney:
Book 4727 No 524

Signing on behalf of:
Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS 19851

Date of signature:

31 July 2017

Council Authorised Person
Ref: 16014-1 (88B)

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

ePlan (DOC.1)

Lengths are in metres

Sheet 17 of 18 sheets

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

EXECUTED by **Hanaland Investments Pty Limited** ABN 51 121 254 537 in accordance with section 127 of the Corporations Act:

.....
Signature of Director (Sole Director)

Andrew Samuel Toynton
.....
Name of Director

.....
Signature of Director/Secretary

.....
Name of Director/Secretary

EXECUTED by **D-Mac Investments Pty Ltd** ABN 15 126 404 313 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

DAX RYAN McBURNEY
.....
Name of Director

.....
Signature of ~~Director~~/Secretary

KATE ALIDA MCBURNEY
.....
Name of Director/Secretary

.....
Council Authorised Delegate
Ref: 16014-1 (88B) Rev 3

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP270983**

Subdivision of Lot 101 DP1060693
covered by Subdivision Certificate
No: 63 of 2017 Dated: 5 OCTOBER 2017

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 No 30

Signature of delegate

Jim Baldwin

Name of delegate

91 QUEEN STREET, CAMPBELLTOWN

Address of delegate

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

Signature of witness

Andrew MacGee

Name of witness

91 QUEEN STREET, CAMPBELLTOWN

Address of witness

Signed sealed and delivered on behalf of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 by its attorney under power of attorney registered book 4672 no 119 in the presence of:

Attorney

Trevor John Wilson

Print name

Witness

Angela Palermo

Attorney

Name: Melissa Frances Di Medio

Angela Palermo

Print name

Address: 23/385 Bourke Street, Melbourne, Victoria

Council Authorised Delegate

Ref: 16014-1 (88B) Rev 3

REGISTERED 26.10.2017

DP270983

ePlan

Approved Form 28

Management Act

Development Act

Community Management Statement

Warning

A The terms of this Management Statement are binding on:

(a) the Community Association;

(b) each Subsidiary Body; and

(c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.

B An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:

(a) this Management Statement;

(d) the Precinct Management Statement if the Subsidiary Scheme is a Precinct Scheme;

(e) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and

(f) the By Law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

C Despite the terms of this Management Statement, before an Owner or Occupier of a Lot carries out work on that Lot, the Owner or Occupier should obtain any approvals required by Council in respect of that work.

Community Management Statement

The Meadows

DP 270983

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED	26.10.2017

S:6805913_4 RMK

DP270983

ePlan

Table of contents

Definitions **3**
Interpretation **9**
Part 1 **By Laws Fixing Details of Development** **11**
By Law 1. Architectural & Landscape Guidelines Standards 11
By Law 2. Applications to the Planning Committee To Do Works 12
By Law 3. Carrying Out of Works 15
By Law 4. Planning Committee 17
By Law 5. Meetings of the Planning Committee 19
By Law 6. External Fixtures 20
By Law 7. Maintenance 21
Part 2 **Restricted Community Property** **23**
By Law 8. Original Proprietor – Restricted Property Rights over Community Property 23
By Law 9. Restricted Use Rights to Parks 24
By Law 10. Restricted Subsidiary Property generally 25
Part 3 **Mandatory Matters** **28**
By Law 11. Community Property 28
By Law 12. Open Access Ways 29
By Law 13. Community Facilities 29
By Law 14. Internal Fencing 31
By Law 15. Garbage 31
By Law 16. Insurance 32
By Law 17. Executive Committee 33
By Law 18. Meetings 35
By Law 19. Levies 37
Part 4 **Optional Matters** **38**
By Law 20. Behaviour of Owners, Occupiers and Permitted Persons 38
By Law 21. Subsidiary Body Property 39
By Law 22. Washing 39
By Law 23. Storage of Flammable Liquids 39
By Law 24. Keeping of Animals 40
By Law 25. Maintenance of Front Lawn 40
By Law 26. Parking Restrictions 40
By Law 27. Security Keys 41
By Law 28. Private Services 42
By Law 29. Community Association's Rights and Obligations 42
By Law 30. Obligations of Owners and Occupiers 44
By Law 31. Rules 45
Part 5 **By Laws required by Public Authorities** **47**
By Law 32. Endeavour Energy 47
Execution page **48**
Annexure A Concept Plan **50**
Annexure B Open Access Way Plan **51**

DP270983

ePlan

Definitions

A Statutory Definitions

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

(a) defined in the Community Titles Legislation; and

(b) used but not defined in this Management Statement.

B Further Definitions

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

Access Ways Plan means the plan attached to this Management Statement as Annexure B showing those parts of the Community Property set aside as open access ways;

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

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

Applicant an Owner of a Lot who submits plans and specifications to the Planning Committee for approval;

Architectural & Landscape Guidelines architectural and landscaping guidelines prescribed under this Management Statement by:

(a) the Community Association; or

(b) each Subsidiary Body for its Subsidiary Scheme

as amended under this Management Statement;

Association Property the Community Property and the Subsidiary Body Property;

Authority any government, semi-government, statutory, public or other authority or entity having jurisdiction over the Community Parcel and includes the Council and Accredited Certifiers;

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

Community Development Lot a lot that is not:

(a) Community Property, a public reserve or a drainage reserve;

(b) land that has become subject to a Subsidiary Scheme; or

(c) severed from the Community Scheme;

Community Facilities includes the following, which are constructed or are to be constructed on Community Property:

(a) Swimming Pool;

(b) Landscaped Areas; and

DP270983

ePlan

(c) other facilities that are installed as Community Property from time to time;

Community Parcel the land the subject of the Community Scheme;

Community Plan the community plan registered with this Management Statement;

Community Property:

(a) Lot 1 in the Community Plan, including improvements on lot 1 and includes the Community Facilities;

(b) land to which the Community Association is a lessee under a lease or a licensee under a licence;

Community Scheme the community scheme constituted on registration of the Community Plan;

Community Titles Legislation the Development Act and the Management Act;

Concept Plan means the plan attached to this Management Statement as Annexure A showing the Residual Lot;

Council means Council of the City of Campbelltown;

Development Act means the *Community Land Development Act 1989*;

Development Activities means any work which the Original Proprietor and all persons authorised by the Original Proprietor must do to complete any development on the Community Parcel including:

(a) any form of remediation work and rehabilitation work on the Community Parcel;

(b) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel, including the construction of roads;

(c) the installation of Services;

(d) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;

(e) carrying out development in stages;

(f) construction of the Community Facilities;

(g) any form of work which the Original Proprietor, in its absolute discretion, considers is necessary or desirable;

(h) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision; and

(i) the exercise of any right or discretion given to the Original Proprietor under this Management Statement;

Development Consent:

(a) development consent, numbered Development Application No 3508/2015/DA-SW by Council as amended from time to time; or

(b) any development consent in substitution either in whole or in part of the subject matter of that development consent;

DP270983

ePlan

Development Period is the period between:

(a) the date of this Management Statement; and

(b) the earlier of the date:

(i) dwellings have been erected on all residential lots in the Community Scheme and those Lots have been transferred to Owners who are not the Original Proprietor; and

(ii) the Original Proprietor serves notice on the Community Scheme that the Development Period has ended;

End of the Development Period is the date the Development Period ends;

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

External Equipment any air conditioning unit, solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment) and any television, radio or other radio antenna, dish or tower or any other transmitting or receiving device;

Front Lawn is defined in By Law 25;

Functions includes a power, authority and duty;

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

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

Jessica Investments means Jessica Investments Pty. Limited ACN 001 156 109;

Landscaped Areas the gardens and landscaped areas which are or are to be constructed on Community Property and any Parks that are the subject of restricted use rights granted to the Community Association;

Landscaping includes retaining walls, steps, outdoor fixtures, contours or changing ground levels, gardens, plantings and removal of plantings;

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

Lot a Community Development Lot, a Precinct Lot, a Neighbourhood Lot or a Strata Lot;

Management Act the *Community Land Management Act 1989*;

Management Statement this community management statement;

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

Member of the Community Association are:

(a) the Owner of each Community Development Lot in the Community Plan that has not become subject to a Subsidiary Scheme, and

DP270983

ePlan

(b) each Subsidiary Body;

Neighbourhood Association a neighbourhood association created on registration of a Neighbourhood Plan;

Neighbourhood Lot:

(a) a lot in a Neighbourhood Plan; but

(b) does not include neighbourhood property, a public reserve or a drainage reserve;

Neighbourhood Plan a neighbourhood plan that subdivides a Community Development Lot;

Neighbourhood Scheme a neighbourhood scheme constituted on registration of a Neighbourhood Plan;

Non Residential Lot is any Lot other than a Residential Lot;

Occupier any person in lawful occupation of a Lot;

Open Access Ways an open access way set apart under Part 5 of the Development Act and the verges or Landscaped Areas adjacent to those open access ways that are not part of a Lot;

Original Proprietor is Jessica Investments or any party that Jessica Investments notifies the Community Association is to have the same rights as the Original Proprietor;

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

Owners Corporation an owners corporation created on registration of a Strata Plan;

Parks any open space park areas in the Community Parcel and includes entry statements and landscaped areas;

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

Planning Committee the committee constituted in accordance with By Law 4 to hear and make decisions on any application for approval of plans and specifications for Works to be carried out to a Lot;

Practical Completion the stage when the Works to construct a dwelling on a Lot, including Landscaping, are complete, except for minor defects and omissions in relation to which the Owner has reasonable grounds for not rectifying them promptly;

Precinct Association a precinct association created on registration of a Precinct Plan;

Precinct Lot:

(a) a lot in a Precinct Plan; but

(b) does not include precinct property, a public reserve or a drainage reserve;

Precinct Plan a precinct plan that subdivides a Community Development Lot;

Precinct Scheme a precinct scheme constituted on registration of a Precinct Plan;

Private Open Space Management Plan the plan prepared for the ongoing management of the land zoned 6(c) – Private Space within the Community Scheme, or any plan of management adopted by the Community Association from time to time in substitution for that plan;

DP270983

ePlan

Prohibited Use is:

(a) brothel;

(b) youth drop in centre;

(c) any other banned use determined by the Community Association at a general meeting;

Residential Lot a lot used or proposed to be used as a residence;

Residual Lot the lot named "Residual Lot" in the Concept Plan;

Restricted Subsidiary Property means the whole or part of Subsidiary Body Property the use of which is restricted under a Restricted Subsidiary Property By-law;

Restricted Subsidiary Property By-law means a by-law in Subsidiary By-Laws which restricts the use of the whole or part of Subsidiary Body Property;

Restricted Use Rights a right created by a Restricted Subsidiary Property By-law;

Rules the rules made under this Management Statement;

Section 73 Certificate means a compliance certificate issued pursuant to section 73 of the *Sydney Water Act 1994* or a certificate having a similar function;

Security Key a key, magnetic card or other device used to:

(a) open and close doors, gates, buildings or locks; or

(b) operate alarms, security systems or communications systems;

Service:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) the provision of security systems; and

(e) any other facility, supply or transmission;

Service Line a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided;

Services Plan the diagram (if any) forming part of this Management Statement;

Service Provider an Authority or other entity that provides a Service;

Strata Lot a lot in a Strata Plan;

Strata Plan a strata plan that subdivides a Community Development Lot;

Strata Scheme a strata scheme constituted on registration of a Strata Plan;

Subsidiary Body means a Precinct Association, a Neighbourhood Association or an Owners Corporation;

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

DP270983

ePlan

Subsidiary Plan a plan for a Subsidiary Scheme;

Subsidiary Scheme means a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme;

Swimming Pool Area the swimming pool or pools constructed or to be constructed on Lot 1 in the Community Plan (and the surrounding area within the fence for those facilities);

Towable Items includes a boat, a trailer, a boat on a trailer, caravan, horse float or any other towable item;

Vehicle includes a motor cycle, car, truck, van and any Towable Item; and

Works:

(a) the construction of a new building or buildings or other structures or improvements;

(b) a change to any building, structure or other improvement, including painting the exterior of any building;

(c) the installation or the construction of or a change to any Landscaping;

(d) the construction of or a change to a fence;

(e) the installation of External Equipment;

(f) the erection of or a change to signs, placards, banners, notices or advertisements; or

(g) a matter referred to in By Law By Law 6 requiring consent

within the Community Parcel but excludes:

(h) Development Activities;

(i) internal refurbishment to a building within a Lot which cannot be seen from ground level outside the Lot.

DP270983

ePlan

Interpretation

A Construction

In this Management Statement a reference to:

(a) the singular includes the plural and vice versa;

(b) any gender includes all other genders;

(c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;

(d) a month or monthly means calendar month or calendar monthly;

(e) a quarter means calendar quarter;

(f) a person includes:

(i) a corporation, partnership, joint venture and government body;

(ii) the legal representatives, successors and assigns of that person; and

(iii) where the context permits, the employees, agents, contractors and invitees of that person;

(g) a document includes a reference to that document as amended or replaced;

(h) a thing includes a part of that thing and includes a right;

(i) a By Law, attachment or annexure, means a By Law, schedule of, or an attachment or annexure in or to this Management Statement;

(j) a Law includes all Law amending, consolidating or replacing them;

(k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;

(l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;

(m) an asset includes all property of any nature including a business, a right, a revenue and a benefit;

(n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;

(o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;

(p) "$", "A$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and

(q) "including" and similar expressions are not words of limitation.

(i) Parties bound jointly and individually

(ii) A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

DP270983

ePlan

Headings

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

(b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

Severability

(a) If the whole or any part of a provision of a By Law is void, unenforceable or illegal:

(i) it is severed; and

(ii) the remainder of these By Laws have full force and effect.

(b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

Community Association Approval

(a) A person must make an application for approval of the Community Association, Executive Committee or the Planning Committee under this Management Statement in writing.

(b) Subject to an express provision in this Management Statement, the Community Association, the Executive Committee and the Planning Committee may in their absolute discretion:

(i) give approval conditionally or unconditionally; or

(ii) withhold their approval.

(c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:

(i) the Community Association at a general meeting;

(ii) the Executive Committee at an Executive Committee meeting; or

(iii) the Planning Committee at a Planning Committee meeting.

Community Association Exercise of Rights

(a) The Community Association may exercise a right, power or remedy:

(i) at its discretion; and

(ii) separately or concurrently with another right, power or remedy.

(b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.

(c) Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

DP270983

ePlan

Part 1 By Laws Fixing Details of Development

Amendments to By Laws

These By Laws concern the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association. (*See section 17(2) of the Management Act*).

By Law 1. Architectural & Landscape Guidelines Standards

Community Association Architectural & Landscape Guidelines

1.1 Subject to By Law 1.12, the Community Association may prescribe and amend Architectural & Landscape Guidelines for the Community Parcel.

Subsidiary Body Architectural & Landscape Guidelines

1.2 A Subsidiary Body may prescribe Architectural & Landscape Guidelines for its Subsidiary Scheme only:

(a) if they are not inconsistent with the Architectural & Landscape Guidelines for the Community Scheme; and

(b) with the prior consent of the Planning Committee to the proposed architectural & landscape guidelines, whose consent will not be refused where By Law 1.2(a) is satisfied.

1.3 If a Subsidiary Body prescribes Architectural & Landscape Guidelines under this By Law:

(a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural & Landscape Guidelines after they are prescribed;

(b) thereafter the Community Association is responsible for those Architectural & Landscape Guidelines;

(c) the Planning Committee will administer those Architectural & Landscape Guidelines; and

(d) the parties bound by this Management Statement are bound by those Architectural & Landscape Guidelines in so far as they apply to that Subsidiary Scheme.

Conflict between Architectural & Landscape Guidelines

1.4 If there is a conflict between the Architectural & Landscape Guidelines as prescribed by a Subsidiary Body and the Architectural & Landscape Guidelines as prescribed by the Community Association, the Architectural & Landscape Guidelines of the Community Association prevail and the Architectural and Landscaping Standards prescribed by the Subsidiary Body are taken to be varied to the extent necessary to remove the inconsistency.

Application to amend

1.5 An Owner may request the Planning Committee to amend for that Lot the Architectural & Landscape Guidelines.

1.6 A Subsidiary Body may request the Planning Committee to amend for that Subsidiary Body's Subsidiary Property the Architectural & Landscape Guidelines.

1.7 An application must contain sufficient detail of the proposed amendments to enable the Planning Committee to understand with reasonable certainty the nature and extent of the proposed amendments.

DP270983

ePlan

Copy of Standards to be Provided

1.8 If the Architectural & Landscape Guidelines are amended, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:

(a) each Subsidiary Body; and

(b) each Owner of a Community Development Lot.

1.9 If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural & Landscape Guidelines.

1.10 If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural & Landscape Guidelines for that Subsidiary Scheme.

Original Proprietor can amend Architectural & Landscape Guidelines

1.11 Despite anything else in this Management Statement, until the End of the Development Period, the Original Proprietor may:

(a) prescribe Architectural & Landscape Guidelines for the Community Association and any Subsidiary Body;

(b) amend the Architectural & Landscape Guidelines already prescribed for the Community Association or any Subsidiary Body, and those amended Architectural & Landscape Guidelines prevail over any existing Architectural & Landscape Guidelines; and

(c) the Architectural & Landscape Guidelines as prescribed or amended by the Original Proprietor are taken to be the new Architectural & Landscape Guidelines as if the Community Association had prescribed those new Architectural & Landscape Guidelines according to By Law 1.1.

Consent of Original Proprietor

1.12 Despite anything else in this Management Statement, until the End of the Development Period, the Architectural & Landscape Guidelines cannot be amended without the prior written consent of the Original Proprietor.

Special Provisions Community Development Lots 6 and 7

1.13 Despite anything else in this Management Statement, the Owners and Occupiers of Community Development Lots 6 and 7 do not need to comply with the Architectural & Landscape Guidelines.

By Law 2. Applications to the Planning Committee To Do Works

No Works May Be Started Without Planning Committee Approval

2.1 A person must not:

(a) lodge any development application with Council in respect of; or

(b) carry out Works on any Lot, Community Property (if consent to those works is granted by the Community Association) or Subsidiary Body Property unless that person first obtains the written consent of the Planning Committee. By Law 2.3 must be followed when making an application.

DP270983

ePlan

Other Approvals Required Before Works May Start

2.2 In addition to the consent of the Planning Committee under By Law 2.1, a person must obtain the consent of:

(a) the relevant Subsidiary Body; and

(b) if required, an Accredited Certifier, the Council or other Authority.

Contents of Application for Consent to Works

2.3 To apply for the consent required under By Law 2.1, a party must submit an application to the Planning Committee. The application must:

(a) include the plans and specifications for the Works, complying with By Law 2.4;

(b) include an application fee in the amount as determined by the Planning Committee from time to time to cover the cost of the Planning Committee members' time and costs of any external consultants assisting the Planning Committee;

(c) if the Architectural & Landscape Guidelines set out any details or information required to be included with an application, include those details or that information; and

(d) be lodged to the address notified from time to time by the Planning Committee, and if none is notified to the Managing Agent of the Community Association or if there is no Managing Agent, to the secretary of the Executive Committee.

Plans and Specifications Provided to the Planning Committee

2.4 The plans and specifications provided with an application to the Planning Committee must:

(a) include descriptions of the nature, kind, colour, dimensions, materials, location and elevations of the Works and shadow effects of the Works;

(b) note plant species, plant characteristics and location of plantings;

(c) show any impact of the Works on new and existing Services to Lots; and

(d) if the Architectural & Landscape Guidelines set out any details or information required to be included in the plans and specifications, include those details or that information.

Request for Additional Information

2.5 To assist the Planning Committee with its decision, Planning Committee may request a person to provide:

(a) additional plans and specifications be submitted to it;

(b) additional information, reports or documents;

(c) details of changes to be made to the plans and specifications, if the changes are required by an authority or the Council, or

(d) any other relevant information, facts or material.

Planning Committee Can Act in its Own Interests

2.6 If the Original Proprietor is the Owner of 1 or more Lots in the Community Scheme, the Planning Committee may act in its own interests in making a decision to approve or disapprove plans and specifications.

DP270983

ePlan

The Planning Committee's Decision about an Application

2.7 The decision of the Planning Committee is final.

2.8 The role of the Planning Committee is procedural only such that the Planning Committee must make its decision to approve Works based solely on:

(a) compliance with the Architectural & Landscape Guidelines and this Management Statement; and

(b) consistency with the essence or theme of the Community Scheme.

Disapproval of an Application

2.9 The Planning Committee must disapprove Works if the proposed Works do not comply with any of the Architectural & Landscape Guidelines. Despite that, the Planning Committee may approve Works where the matters that do not comply are minor.

Approval to Works can be Subject to Conditions

2.10 The Planning Committee may, in giving consent to an application:

(a) impose reasonable conditions; and

(b) require an Applicant to deposit with the Community Association a bond to be held by the Community Association on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of Works.

Time to Make a Decision

2.11 The Planning Committee must, within 42 days after it has received an application together with all information required by it to make a decision, deliver to the Applicant its written decision.

Delay by Planning Committee and Deemed Approval

2.12 Plans and specifications submitted under this By Law 2 will be deemed to have not been consented to by the Planning Committee; unless a written consent has been delivered to the Applicant within 42 days after the date the Planning Committee received the application to do Works.

2.13 Where a request has been made under By Law 2.5, then the date the application to do Works is received is deemed to be the date the Planning Committee receives the requested additional information.

Effect of a Decision

2.14 For the purpose of this By Law 2:

(a) a decision made by the Planning Committee is binding on the Applicant; and

(b) the Applicant expressly waives its rights to any claim or damages in respect of a decision by the Planning Committee.

No Warranty

2.15 In approving plans and specifications submitted to it by an Applicant for consent, the Planning Committee makes no warranty as to the fitness of the Works for their intended purpose.

DP270983

ePlan

Original Proprietor's Rights

2.16 Nothing in this By Law:

(a) affects the rights of the Original Proprietor under By Law 8 to carry out Development Activities; or

(b) imposes an obligation on the Original Proprietor to obtain consent or to otherwise comply with this By Law in carrying out Works that are Development Activities.

Special Provisions relating to Community Development Lots 6 and 7

2.17 Notwithstanding any other provision of these By Laws, the Owners and Occupiers of Community Development Lots 6 or 7, with respect to any Works carried out in Community Development Lots 6 or 7, need not comply with this By Law 2.

By Law 3. Carrying Out of Works

Approvals

3.1 No Works will be permitted to start or to be constructed or remain unless consent has been obtained under By Law 2 and the provisions of By Law 3 have been satisfied.

Compliance When Doing Works

3.2 During the carrying out of any Works, a party must:

(a) comply strictly with any conditions imposed by the Planning Committee in its consent and with the Architectural & Landscape Guidelines;

(b) comply with the requirements of any Authority;

(c) ensure there is no damage to Service Lines or Services within the Community Scheme;

(d) ensure that the Works are carried out in a proper and workmanlike manner;

(e) ensure that the Works and the Lot are kept as neat and tidy as is practicable;

(f) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Authority;

(g) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works;

(h) carry out and complete the Works promptly;

(i) having commenced Works, complete the Works; and

(j) complete all Landscaping within 6 months after the rest of the Works have been completed.

Time for Ending Construction of Dwellings

3.3 If a Neighbourhood Lot or Precinct Lot does not have a dwelling on it, the Owner of that Neighbourhood Lot or Precinct Lot, other than the Original Proprietor, must procure Practical Completion of the dwelling on their Lot by the date that is 12 months after the date of commencement of those Works.

3.4 In this By Law 3, construction of a dwelling is deemed to have commenced when footings for the dwelling have been laid.

3.5 Nothing in By Law 3 requires the Planning Committee to approve Works where an Owner has not complied with the other provisions these by-laws.

Access by the Planning Committee

3.6 If Works are being carried out on a Lot, the Owner of the Lot must allow members of the Planning Committee access to the Lot to inspect the Works. Access must be allowed whenever reasonably required by the Planning Committee, but only after reasonable notice.

Completion of Works

3.7 An Owner must serve a written notice on the Planning Committee when the Works have been completed.

Return of any Bond

3.8 If a bond has been provided, then on completion of the Works the Community Association must return the bond to the Applicant within 60 days of completion, after deduction of an amount, if required, to cover the costs to rectify any damage due to the Works caused to Community Property or Subsidiary Body Property.

No liability

3.9 The Planning Committee will not bear any responsibility nor incur any liability whatsoever arising out of any review, comment, consent, rejection or failure to reject any aspect of the Works.

Community Association will enforce Works By Laws

3.10 The Owners and Occupiers of all Lots within the Community Parcel acknowledge that in the event of breach by an Owner or Occupier of By Law 2.1 or By Laws 3.1 or 3.2:

(a) damages are an inadequate remedy to the Community Association; and

(b) the Community Association will seek injunctive relief or exercise any other right under this Management Statement,

in respect of that breach.

3.11 Under By Laws 29.2 to 29.4, the Community Association has the power to enforce compliance by each Owner and Occupier with the provisions of this Part 1 and must, for the benefit of the Community Scheme, promptly exercise its rights to enforce compliance by Owners and Occupiers with those provisions.

Original Proprietor's Rights

3.12 Nothing in this By Law:

(a) affects the rights of the Original Proprietor under By Law 8 to carry out Development Activities; or

(b) imposes an obligation on the Original Proprietor to obtain consent or to otherwise comply with this By Law in carrying out Development Activities.

DP270983

ePlan

Special Provisions Community Development Lots 6 and 7

3.13 Notwithstanding any other provision of these By Laws, the Owners and Occupiers of Community Development Lots 6 or 7, with respect to any Works carried out in Community Development Lots 6 or 7, need not comply with By Laws 3.1, 3.23.2(a), 3.2(f) or 3.2(j) in so far as those By Laws refer to the Community Association or Planning Committee, or By Laws 3.7, 3.8, 3.10 or 3.11.

By Law 4. Planning Committee

Appointment

4.1 The Executive Committee must appoint and retain a Planning Committee. The Planning Committee must consist of:

(a) a nominee or nominees of the Original Proprietor, until the date being the earlier of:

(i) the date being the End of the Development Period; and

(ii) the date the Original Proprietor serves a notice on the Executive Committee stating the Original Proprietor no longer wishes to constitute the Planning Committee; or

(b) when the Original Proprietor's nominee(s) no longer constitutes the Planning Committee, under By Law 4.1(a), 3 members appointed by the Executive Committee from its members.

Renewal

4.2 Subject to By Law 4.11, after each Annual General Meeting the Executive Committee must appoint 3 members from its members.

Appointment and Removal

4.3 A member of the Planning Committee must hold office until another person is appointed to hold that office.

4.4 Subject to By Law 4.11, the Executive Committee may:

(a) remove a member of the Planning Committee appointed by it; and

(b) fill a vacancy in respect of members of the Planning Committee appointed by it.

4.5 Subject to By Law 4.11, a Subsidiary Body may:

(a) remove a member of the Planning Committee who is its representative; and

(b) fill a vacancy in respect of a member of the Planning Committee who is its representative.

4.6 The Original Proprietor may, whilst it constitutes the Planning Committee, revoke the appointment of a person nominated by it to be a member of the Planning Committee and fill a vacancy with a new nominee of the Original Proprietor.

Advisors May be Retained

4.7 The Planning Committee may retain the services of an independent consultant with special skills and expertise in:

(a) architecture;

(b) landscaping; or

(c) any other discipline relevant to the operation of the Planning Committee

to advise and assist the Planning Committee in performing its Functions.

Officers of the Planning Committee

4.8 Subject to By Law 4.11, the Planning Committee must appoint, from its members, a chairperson and such other officers necessary to enable it to properly perform its Functions.

Functions of Planning Committee

4.9 The Planning Committee:

(a) must consider and give its decision regarding all applications for Works submitted to it for consent; and

(b) may perform other duties given to it by the Executive Committee from time to time, including, without limitation, inspecting Works to ensure that they comply with plans and specifications approved by the Planning Committee.

Planning Committee until all Dwellings are Constructed

4.10 Despite any other provision in Part 1, the Architectural & Landscape Guidelines are not binding on the Original Proprietor.

4.11 Whilst the Original Proprietor's nominee(s) constitutes the Planning Committee pursuant to By Law 4.14.1(a):

(a) By Laws 2.8, 4.2, 4.3, 4.4, 4.5, 4.8, 5.2, 5.3 and 5.4 do not apply;

(b) the Planning Committee is authorised by the Executive Committee to inspect Works pursuant to By Law 3.6.

Validation of consents

4.12 If the Planning Committee approves plans and specifications for Works under this Part 1 and subsequently the Original Proprietor provides amended Architectural & Landscape Guidelines to the Community Association in accordance with By Law 1.12, then those amended Architectural & Landscape Guidelines do not affect that previous consent.

DP270983

ePlan

By Law 5. Meetings of the Planning Committee

Meetings

5.1 The Planning Committee must hold meetings at times necessary to perform its functions.

Quorum

5.2 Subject to By Law 4.11, a quorum at a meeting of the Planning Committee is 3 members.

Decisions

5.3 Normally, unless otherwise stated in this Management Statement and subject to By Law 4.11, decisions arising at a meeting of the Planning Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.

5.4 Subject to By Law 4.11, if there is an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.

Sub-Committees

5.5 The Planning Committee may from time to time appoint one or more of its members to:

(a) conduct investigations;

(b) perform specified duties and functions on behalf of the Planning Committee; and

(c) report findings to the Planning Committee.

Compensation for Members

5.6 Members of the Planning Committee are entitled to:

(a) reimbursement of reasonable out of pocket expenses incurred by them in the performance of their duties; and

(b) such other sums as the Community Association in General Meeting may from time to time determine as compensation for the services they render to the Executive Committee.

Minutes and Records

5.7 The Planning Committee must ensure that:

(a) minutes of its meetings; and

(b) records of its decisions

are properly kept and retained with the records (and for the prescribed period) referred to in clause 9 schedule 1 of the Management Act.

Protection of Planning Committee Members from Liability

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

5.9 No person, other than a member of the Planning Committee, may attend a meeting of the Planning Committee unless that person is permitted by resolution of the Planning Committee to attend a meeting.

DP270983

ePlan

By Law 6. External Fixtures

External appearance

6.1 The Owner or Occupier of a Lot must not, unless with the prior written consent of the Planning Committee, keep anything on or in the exterior of buildings on their Lot which can be seen from ground level outside the Lot and which:

(a) is not in keeping with the appearance and theme of the Community Scheme; or

(b) does not comply with the Architectural & Landscape Guidelines.

Signs, Aerials, Satellite Dishes, Solar Energy Devices, etc.

6.2 Without limiting By Law 6.1, an Owner or Occupier or Subsidiary Body must not, except with the prior written consent of the Planning Committee, construct, install or attach:

(a) any signs, placards, banners, notices or advertisements;

(b) any television, radio or other aerial, antenna, satellite dish or tower or any other transmitting or receiving device;

(c) any solar energy collector panels and associated equipment;

(d) any energy conservation equipment;

(e) a solar hot water system and associated equipment; or

(f) any other similar equipment,

on or to a structure or anywhere within a Lot if the item can be seen from ground level outside the Lot on or to Community Property or to Subsidiary Body Property.

Bars, shutters, blinds, security devices, flyscreens, etc.

6.3 Without limiting By Law 6.1, the Owner or Occupier of a Lot must not, except with the prior written consent of the Planning Committee, affix bars, shutters, blinds, screens or flyscreens, canopies, awnings, security doors or other security devices to the exterior of a building or structure on a Lot.

Other Consents Required

6.4 The consent of the Planning Committee required under By Laws 6.1, 6.2 or 6.3 must be applied for under By Law By Law 2. Also, an Owner, Occupier or a Subsidiary Body must obtain the consent of:

(a) if the Owner or Occupiers Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body; and

(b) if required, the Council or other Authority.

Original Proprietor's Signs

6.5 Despite By Laws 6.2 and 6.4, the Original Proprietor is permitted to place signs, placards, banners, notices or advertisements within the Community Scheme, including "for sale" and "for lease" signs, without the need for Planning Committee consent while the Original Proprietor is carrying out Development Activities or is the Owner of any Lot.

DP270983

ePlan

Original Proprietor's Rights

6.6 Nothing in this By Law:

(a) affects the rights of the Original Proprietor under By Law 8 to carry out Development Activities; or

(b) imposes an obligation on the Original Proprietor to obtain consent for the purposes of carrying out Development Activities.

Special Provisions Community Developments Residual Lot

6.7 Nothing in this By Law imposes an obligation on the Owner of the Residual Lot to obtain consent with respect to any Works, matter or thing affixed, installed or kept or carried out on the Residual Lot, but only whilst the Owner is the Original Proprietor.

By Law 7. Maintenance

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

Exterior and Garden Maintenance

7.2 Subject to By Law 7.3, an Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of any buildings on the Lot and all Landscaping including all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of a Subsidiary Body):

(a) in a proper and workmanlike manner;

(b) promptly;

(c) to the reasonable satisfaction of the Community Association; and

(d) in compliance with the Architectural & Landscape Guidelines.

7.3 By Law 7.2 applies to any Subsidiary Body with respect to any buildings and Landscaping including all gardens and grassed areas on the Subsidiary Body Property.

Use of Recycled Water

7.4 The Community Association may notify Owners of Lots from time to time that Recycled Water is, or is not available for use pursuant to this By Law. If Recycled Water is available then, the Owner or Occupier of a Lot must, in the course of maintaining Landscaping on their Lot:

(a) use only Recycled Water or rainwater; and

(b) comply with all directions and Rules imposed by the Community Association and/or the local water Authority regarding the use of Recycled Water.

Community Association may give Notice

7.5 The Community Association may give a notice to an Owner or Occupier or a Subsidiary Body requiring an Owner or Occupier or Subsidiary Body to comply with the terms of this By Law.

7.6 If an Owner or Occupier or a Subsidiary Body does not comply with this By Law, then it is in breach and the Community Association may exercise its rights under By Laws 29.2 and 29.3.

DP270983

ePlan

Maintenance of Subsidiary Body Property

7.7 Subject to By Law 7.8, each Subsidiary Body must maintain its respective Subsidiary Body Property:

(a) in a proper and workmanlike manner;

(b) regularly;

(c) to the reasonable satisfaction of the Community Association; and

(d) in compliance with the Architectural & Landscape Guidelines.

7.8 By Law 7.7 does not apply to Subsidiary Body Property to the extent the Community Association or a different Subsidiary Body is responsible for the control, management, operation, maintenance and replacement of the Subsidiary Body Property in accordance with restricted use rights granted pursuant to section 54 of the Management Act or similar arrangement.

DP270983

ePlan

Part 2 **Restricted Community Property**

Amendment to By Laws

These By Laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by special resolution and with the written consent of each person entitled by the By Law to use the restricted Community Property (see section 54 of the Management Act.)

By Law 8. Original Proprietor – Restricted Property Rights over Community Property

Restricted Use Rights

8.1 To enable the Original Proprietor to carry out Development Activities, use of all of the Community Property and Service Lines other than that part of Noble Street in between the curb lines is restricted to the Original Proprietor on the terms of this By Law 8, for so long as the Original Proprietor is the Owner of a Lot.

8.2 By Law 8.1 does not apply to the Community Facilities that have been completed at the time of registration of the Community Plan unless the Original Proprietor otherwise notifies the Community Association.

End of Restricted Use Rights

8.3 Restricted use of a particular part of the Community Property and the Service Lines ceases when the Original Proprietor serves a notice on the Community Association informing the Community Association that Development Activities for the Community Property or a particular part of the Community Property have been completed.

8.4 Despite By Law 8.3, restricted use of a particular part of the Community Property ceases when the Original Proprietor is no longer the Owner of any Lot.

Original Proprietor's Rights

8.5 The Original Proprietor has all rights necessary to enable the Original Proprietor to carry out the Development Activities including the right to:

(a) unrestricted access by any means and at all times over Community Property and Subsidiary Body Property;

(b) the use of any part of the Community Parcel to exercise rights under this By Law;

(c) place on or attach to Community Property or Subsidiary Body Property temporary offices, sheds, depots containers, building materials, cranes and other equipment;

(d) install, connect or alter Services on or within Community Property or any Subsidiary Body Property;

(e) lock or secure part of the Community Property or any Subsidiary Body Property, provided the Original Proprietor gives the secretary of the Community Association and of any relevant Subsidiary Body a key for the locked or secured area;

(f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;

(g) conduct sales and marketing activities (including auctions) on the Community Parcel;

(h) park Vehicles and equipment on Community Property or any Subsidiary Body Property;

(i) build and use display centres on the Community Property;

(j) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and

(k) exercise the rights under this By Law at any time.

Original Proprietor's Obligations

8.6 The Original Proprietor must:

(a) repair any damage occurring to the Community Parcel as a result of Development Activities as soon as practicable after that damage occurs;

(b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;

(c) maintain any Community Property in respect of which the Original Proprietor has been granted restricted use rights; and

(d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

Development Activities

8.7 An Owner or Occupier acknowledges that, as a result of the right of the Original Proprietor to carry out the Development Activities set out in this By Law, an Owner or Occupier may be subjected to noise and dust (subject to the requirements of Authorities) resulting from the Development Activities.

Levies

8.8 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this By Law 8.

Enquiries

8.9 Any matters arising from the restricted use rights granted to the Original Proprietor under this By Law must be referred to the Original Proprietor at first instance.

Original Proprietor may assert its rights

8.10 No Owner or Occupier may do anything that is contrary to the Original Proprietor's rights under this By Law (such as parking vehicles in a part of the Community Property that is restricted to the Original Proprietor).

8.11 If an Owner or Occupier breaches By Law 8.10, the Original Proprietor's rights will include the right to tow away the offending vehicles or otherwise remedy the breach.

Original Proprietor not bound

8.12 The Original Proprietor is not bound to comply with By Law 15, By Law 20, By Law 22 to By Law 27 or By Law 31 whilst exercising its rights under this By Law.

By Law 9. Restricted Use Rights to Parks

9.1 If a Community Development Lot is to be subdivided by a Subsidiary Plan, the Owner of that Community Development Lot must arrange for the Subsidiary Body created on registration of that

Subsidiary Plan to restrict the use of any Parks constructed or to be constructed on Subsidiary Body Property to the Community Association.

9.2 The restricted use referred to in this By Law is a special privilege for the Community Association to control, manage, insure, operate, maintain and replace the Parks.

9.3 The Community Association consents to the grant to it under section 54 of the Management Act by a Subsidiary Body of any restricted use rights over the Parks on the terms set out in By Law 9.4.

9.4 Subsidiary Bodies must grant restricted use of those parts of their property that are Parks by way of By Law or agreement. The By Law or agreement must state that:

(a) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Parks;

(b) the Community Association must pay for the cost of the Parks and may collect levies with respect to those costs from all Members of the Community Association;

(c) no levies are payable by the Community Association for the restricted use rights;

(d) the Community Association and all Owners, Occupiers and Permitted Persons accompanying them will have access over the Parks 7 days per week, 24 hours per day; and

(e) in all other respects, comply with section 54(7) of the Management Act.

9.5 The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Parks.

By Law 10. Restricted Subsidiary Property generally

Purpose of by-law By Law 10

10.1 The purpose of this By Law 10 is:

(a) to provide for the coming into existence of Restricted Subsidiary Property; and

(b) to ensure that the person entitled to have the benefit of the relevant Restricted Use Rights becomes so entitled when the Restricted Subsidiary Property comes into existence.

Powers of Original Proprietor

10.2 If:

(a) the Original Proprietor is the registered proprietor of any Lot; and

(b) a Community Development Lot of which a person other than the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Plan,

the registered proprietor of the lot to be subdivided must procure that a by-law is included in the applicable Subsidiary By-laws by which the Subsidiary Body grants Restricted Use Rights:

(c) to whichever of the Community Association and the Original Proprietor; and

(d) in such terms; and

(e) in respect of such part of the Subsidiary Property,

as the Original Proprietor determines in its absolute discretion and identifies in a notice to the registered proprietor of the lot to be subdivided.

DP270983

ePlan

10.3 If the Original Proprietor gives a notice under By Law 10.2 it must include with that notice the following:

(a) details of all matters required to be included in any Restricted Subsidiary Property By-law in order for the by-law to comply with section 54 of the Management Act; and

(b) details of all other matters that the Original Proprietor determines in its absolute discretion should be included in the Restricted Subsidiary Property By-law; and

(c) a plan showing the part of the Subsidiary Property in respect of which the Subsidiary Body is to make the Restricted Subsidiary Property By-law; and

(d) the consent of the person intended to have the benefit of the relevant Restricted Use Rights.

10.4 If a Community Development Lot of which the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Plan, the Original Proprietor can procure that a by-law is included in the applicable Subsidiary By-laws by which the Subsidiary Body grants Restricted Use Rights:

(a) to whichever of the Community Association and the Original Proprietor; and

(b) in such terms; and

(c) in respect of such part of the Subsidiary Property,

as the Original Proprietor determines in its absolute discretion.

Powers of Community Association

10.5 In addition to its powers under the Community Schemes Legislation and elsewhere in this Management Statement, the Community Association has the power under this By Law 10 to consent to and accept any grant to the Community Association of Restricted Use Rights in respect of Restricted Subsidiary Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Original Proprietor if it is then an Owner of any Lot, resolves not to do so by special resolution.

Powers of Subsidiary Body to make Restricted Subsidiary Property By-law

10.6 A Subsidiary Body can only make:

(a) a Restricted Subsidiary Property By-law; or

(b) a by-law affecting Restricted Subsidiary Property,

after the expiry of the initial period of the Subsidiary Scheme, by special resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

10.7 A Subsidiary Body can only vary:

(a) a Restricted Subsidiary Property By-law; or

(b) an existing by-law affecting Restricted Subsidiary Property,

after the expiry of the initial period of its Subsidiary Scheme, by special resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

DP270983

ePlan

Variation of by-law By Law 10

10.8 This By Law 10 can only be varied:

(a) after the expiry of the initial period of the Community Scheme; and

(b) by special resolution of the Community Association; and

(c) while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

DP270983

ePlan

Part 3 **Mandatory Matters**

Amendment to By Laws

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

By Law 11. Community Property

Maintenance of Community Property

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

Use of Community Property

11.2 An Owner or Occupier must obtain the written consent of the Community Association before that Owner or Occupier does any of the following to Community Property:

(a) leaves anything on Community Property;

(b) obstructs the use of Community Property;

(c) uses any part of Community Property for the Owner's or Occupier's own purposes;

(d) erects on Community Property any structure;

(e) attaches to Community Property any item;

(f) does or permits anything which might damage Community Property; or

(g) alters Community Property.

11.3 An Owner or Occupier must:

(a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;

(b) use anything on the Community Parcel only for purpose for which it was constructed or provided; and

(c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.

Interference or Damage to Community Property

11.4 An Owner or Occupier must:

(a) not interfere with or damage the Community Property; and

(b) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.

DP270983

ePlan

Additional Community Property

11.5 The Community Association may, for any purpose in connection with the control, management, administration, use or enjoyment of the Lots or the Community Property:

(a) acquire additional personal property from time to time including furniture, office equipment, fixtures, fittings and maintenance equipment; and

(b) enter into any licence or lease considered necessary or desirable to create additional Community Property.

Original Proprietor's Rights

11.6 This By Law is subject to the rights of the Original Proprietor under By Law 8.

Contracts with third parties

11.7 The Community Association has the power to enter into agreements with third parties for itself and as agent for Subsidiary Bodies to provide for:

(a) operational, management, maintenance or other services to the Community Scheme and Subsidiary Schemes; and

(b) recreational amenities, facilities or services.

By Law 12. Open Access Ways

12.1 The Community Association is responsible for the control, management and operation, maintenance and replacement of the Open Access Ways. On the date of this Management Statement the Community Association has set aside the Open Access Ways in the locations as shown on the Open Access Way Plan at Annexure B.

12.2 An Owner, Occupier or Permitted Person must:

(a) comply with all directions of the Community Association in relation to the Open Access Ways; and

(b) not do or omit to do anything that results or may result in damage or destruction to any part of the Open Access Ways.

By Law 13. Community Facilities

13.1 The terms of this By Law start when the restricted use rights granted under By Law 8 end.

13.2 Subject to By Law 11.3 the Community Facilities are available for use by Owners, Occupiers and Permitted Persons.

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

Swimming Pool Area

13.4 The Swimming Pool Area is available for use by:

(a) Occupiers and Owners of Residential Lots; and

(b) staff and Occupiers of the Non Residential Lots,

seven days a week between the hours nominated from time to time by the Community Association.

13.5 The following terms and conditions apply to the use of the Swimming Pool Area:

(a) Permitted Persons may not use the Swimming Pool Area unless accompanied by a person who is given the right to use the Swimming Pool Area under By Laws 13.4(a) or (b);

(b) children under the age of 12 years of age may use the Swimming Pool Area only if accompanied and supervised by an adult;

(c) alcoholic beverages, glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area;

(e) the consent of the Community Association is required to hold functions (including swimming classes) in or around the Swimming Pool Area;

(f) swimming pool equipment must not be interfered with, operated or adjusted except with the consent of the Community Association;

(g) persons must be appropriately dressed when using the Swimming Pool Area; and

(h) the Swimming Pool Area must be kept clean and all personal property and waste must be removed after use.

13.6 The Community Association may impose reasonable Rules about the use and operation of the Swimming Pool Area. Without limitation, the Rules imposed by the Community Association may:

(a) restrict the number of Permitted Persons who may use the Swimming Pool Area at any one time; and

(b) restrict the number of staff and Occupiers of Non Residential Lots who may use the Swimming Pool Area at any one time,

provided the restrictions on numbers are reasonable having regard to the use, enjoyment and safety of all users.

13.7 On the date of this Management Statement, staff from Non Residential Lots, Occupiers and Owners may not invite more than 2 Permitted Persons to use the Swimming Pool Area at any one time.

Landscaped Areas

13.8 An Owner or Occupier has unrestricted access to and use of the Landscaped Areas at all times subject to By Law 13.10.

13.9 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.

13.10 An Owner, Occupier or Permitted Person must

(a) comply with all directions of the Community Association in relation to the Landscaped Areas;

(b) not interfere with the Landscaped Areas; and

(c) not do or omit to do an act that results or may result in damage or destruction to any part of the Landscaped Areas.

Access

13.11 Access to the Swimming Pool Area will be by Security Key between the hours and on the conditions prescribed by the Community Association in the Rules or in this Management Statement.

By Law 14. Internal Fencing

Restrictions on Construction

14.1 If an Owner, Occupier or Subsidiary Body proposes to construct or replace a fence on a Lot or Subsidiary Body Property, in addition to the consent of the Planning Committee, an Owner or Occupier or Subsidiary Body must obtain the consent of:

(a) the relevant Subsidiary Body (where an Owner or Occupier proposes to construct or replace a fence on Subsidiary Body Property); and

(b) if required the Council or other Authority.

External & Internal

14.2 Subject to this By Law, the Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

14.3 The Original Proprietor need not provide or pay for any fence in the Community Parcel and an Owner may not request that the Original Proprietor contribute towards costs of the erection of an internal boundary fence if the Original Proprietor is the owner of the relevant adjoining Lot.

Architectural & Landscape Guidelines

14.4 A fence erected within the Community Parcel must comply with the Architectural & Landscape Guidelines.

Community Property and Subsidiary Body Property Fencing

14.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.

14.6 The Community Association is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.

14.7 The Community Association need not contribute to the cost of any fencing work with respect to any fence or proposed fence on the common boundary of and dividing Community Property from any other Lot.

By Law 15. Garbage

Garbage to be Securely Stored

15.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials ("container") so that it:

(a) is hidden from view from outside the Lot; and

(b) does not emit odours.

DP270983

ePlan

Garbage Collection

15.2 Each Owner and Occupier may place that person's container, on the nominated garbage collection days, on Community Property at the front of that Owner or Occupier's Lot and must place it in other locations if nominated by the Council or the Community Association

15.3 An Owner or Occupier must ensure that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.

Rules About Garbage

15.4 An Owner or Occupier must comply with any rules or By Laws about garbage collection and the recycling of garbage made by:

(a) Council;

(b) the Community Association; or

(c) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body.

By Law 16. Insurance

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

(a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;

(b) under the Workers Compensation Act 1987;

(c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;

(d) against damages for which the Community Association could become liable because of work done by a voluntary worker;

(e) to cover accidental injury to, or accidental death of, a voluntary worker;

(f) against the possibility of the Members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure; and

(g) insurances required to be taken out in the By Laws in Part 5 of this Management Statement, if any.

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

(a) all of its insurance; and

(b) the need for new or additional insurances.

Community Association insurance arrangements

16.3 There are advantages to the Subsidiary Schemes in taking out joint insurance with the Community Association or making similar arrangements with the Community Association with respect to the insurance the Community Association is required to maintain. Benefits may include cost savings through economies of scale and consistency in management between schemes in the Community Scheme.

16.4 The Community Association has the power and authority to liaise with the Subsidiary Associations and to negotiate, agree with the other parties and implement insurance contracts jointly with the Subsidiary Associations or to make other similar arrangements, provided the insurance contract does not adversely affect the Community Association's insurance cover.

16.5 The Community Association has power and authority to negotiate, agree with the other parties and implement an equitable apportionment of the costs of such contracts, including incidental costs such as legal and administrative costs. The agreement reached may be contained in a separate agreement to the contract with an insurer.

Annual notice

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

Increase in risks

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

(a) effect new insurances; or

(b) vary or extend existing insurances.

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

(a) void or prejudice the Community Association's insurance; or

(b) increase any insurance premium which the Community Association pays.

By Law 17. Executive Committee

Constitution

17.1 The Executive Committee must be established under the Management Act.

Officers

17.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

17.3 The functions of the secretary of the Executive Committee include:

(a) convening meetings of the Community Association and the Executive Committee;

(b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;

(c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;

(d) maintaining the Community Association roll;

(e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;

(f) answering communications addressed to the Community Association or the Executive Committee;

(g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and

(h) keeping records under part 3 of schedule 1 to the Management Act.

Functions of the Treasurer

17.4 The functions of the treasurer of the Executive Committee include:

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

(b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;

(c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;

(d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and

(e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

Function of the Chairperson

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

Sub-Committees

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

(a) conduct investigations;

(b) perform duties and functions on behalf of the Executive Committee; and

(c) report the findings of the sub-committee to the Executive Committee.

No Remuneration

17.7 A member of the Executive Committee is:

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

(b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

Protection of Executive Committee members from liability

17.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.

17.9 By Law 17.8 does not apply if a member is fraudulent or negligent.

DP270983

ePlan

By Law 18. Meetings

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

(a) may meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;

(b) may make decisions on the day to day administration of the Community Association;

(c) may make decisions in relation to applications for consent under the Management Statement;

(d) subject to this Management Statement, may regularly call a meeting of the Executive Committee; and

(e) must consider and determine any motion properly put to the meeting promptly and without delay.

Right of Owner to Attend Meetings

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

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

Meeting at Request of Members

18.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.

18.5 Subject to By Law 18.4, the secretary must convene the meeting within the period of time specified in the request.

18.6 The members must give the secretary more than 7 days to convene the meeting.

18.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.

18.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.

Out of Meeting Determinations

18.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

(a) the person convening the meeting has observed this Management Statement and the Management Act;

(b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

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

DP270983

ePlan

Notices of Meetings

18.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

18.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:

(a) notify Members of the Community Association of the meeting including details of the meeting; and

(b) provide each Member of the Community Association with a copy of the agenda for the meeting.

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

Notice Board

18.13 The Executive Committee must place on the notice board, a copy of:

(a) the agenda and notice of the meeting at least 72 hours before the meeting; and

(b) minutes of a meeting, within 7 days after the meeting

and must display them for at least 14 days.

Time and Place of Meetings

18.14 Subject to the ability to make resolutions in the manner specified in By Law 18.9, until the Development Period ends, any meeting of the Executive Committee may only be held:

(a) between 9am and 6pm on a weekday that is not a public holiday; and

(b) at the head office of the Original Proprietor.

18.15 After the End of the Development Period, Executive Committee meetings may be held at the time and place as determined by the Secretary.

Minutes of Meetings

18.16 The secretary must ensure that:

(a) minutes of the Executive Committee are sent to each Member of the Community Association within 14 days of the meeting; and

(b) that the following are properly kept:

(i) agendas and minutes of meetings of the Executive Committee;

(ii) records of decisions of the Executive Committee; and

(iii) records of notices.

18.17 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By Law 18.16.

DP270983

ePlan

Electronic Notices

18.18 The Executive Committee may send notices to Members of the Community Association by email to their electronic address if an electronic address has been provided to the Executive Committee for that purpose.

18.19 The Executive Committee may receive notices by email to an electronic address if an electronic address has been provided to the Members of the Community Association, or any other person, for that purpose.

By Law 19. Levies

Payment by Owners

19.1 An Owner must pay:

(a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and

(b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

Interest on Late Payment

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

19.3 Nothing in this By Law prevents the Community Association from recovering other amounts in addition to interest as a consequence of any amount not being paid when due.

Evidence of Amount Due

19.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

(a) the amount; or

(b) any other fact stated in that certificate.

DP270983

ePlan

Part 4 **Optional Matters**

Amendment to By Laws

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

By Law 20. Behaviour of Owners, Occupiers and Permitted Persons

Behaviour and Use

20.1 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:

(a) obstruct lawful use of Community Property or Subsidiary Body Property;

(b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person;

(c) engage in any illegal conduct or activity;

(d) do anything that might damage the good reputation of the Community Scheme;

(e) allow waste, rubbish, building materials, unused furniture or junk to accumulate on a Lot, excluding during any period where Works are being carried out in which case By Law 3 applies;

(f) conduct a Prohibited Use on a Lot;

(g) engage in any activity on a Lot that interferes with the amenity of the area by reason of smells, smoke, waste products, noise, vibration or the like; or

(h) engage in any activity on a Lot that involves exposure to view from any other Lot of any unsightly matter.

Noise

20.2 An Owner or Occupier must not create any noise on a Lot, Community Property or Subsidiary Body Property that might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person, excluding during any period where Works are being carried out in which case By Law 3 applies.

Children

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

(a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and

(b) only remains in or on Community Property or Subsidiary Property Body comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

DP270983

ePlan

Permitted Persons

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

By Law 21. Subsidiary Body Property

21.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written consent of that Subsidiary Body (or the Community Association instead if the Community Association has been granted Restricted Use Rights in respect of that Subsidiary Body Property):

(a) leave anything on Subsidiary Body Property;

(b) obstruct the use of Subsidiary Body Property;

(c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;

(d) erect any structure on Subsidiary Body Property;

(e) attach any item to Subsidiary Body Property;

(f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or

(g) alter Subsidiary Body Property.

21.2 An Owner or Occupier must:

(a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;

(b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and

(c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another proprietor or occupier or a Permitted Person.

By Law 22. Washing

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

(a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot;

(b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Parcel; and

(c) on any part of the Community Parcel or Subsidiary Body Property.

By Law 23. Storage of Flammable Liquids

23.1 Subject to By Law 23.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written consent of the Community Association.

DP270983

ePlan

23.2 By Law 23.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

(a) for domestic purposes; or

(b) in the fuel tank of a Vehicle or internal combustion engine.

By Law 24. Keeping of Animals

Community Scheme & Neighbourhood Scheme

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

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

(b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;

(c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and

(d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:

(i) any noise which is disturbing to an extent which is unreasonable;

(ii) for damage to or loss of property or injury to any person caused by the animal; and

(iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

24.2 This By Law applies to any Permitted Person or visitor to the Community Parcel.

24.3 In this By Law "**animal**" must be taken to mean one or more animals.

By Law 25. Maintenance of Front Lawn

25.1 An Owner or Occupier must ensure that it regularly maintains the front lawn and garden of its Lot that is visible from outside the Lot (**Front Lawn**), including but not limited to, mowing the front lawn to ensure it is kept at a length and appearance that preserves the essence of the Community Scheme.

25.2 If an Owner or Occupier fails to comply with this By Law 25 the Community Association may give notice requiring compliance and such notice will outline a date that compliance must be achieved by.

25.3 If an Owner or Occupier fails to comply with a notice given under By Law 25.2, the Community Association may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By Law 25

25.4 Any expense incurred by the Community Association under this By Law 25 is recoverable as a debt against the Owner or Occupier.

By Law 26. Parking Restrictions

26.1 An Owner or Occupier must not park a Vehicle on the Community Parcel unless it complies with this By Law.

DP270983

ePlan

Parking of Vehicles

26.2 Subject to By Laws 26.3 and 26.4, an Owner or Occupier may park a Vehicle:

(a) in a garage or driveway on that Owner's or Occupier's Lot; or

(b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or

(c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

However, only registered motor vehicles may be parked in front of the building line of a Lot as fixed by Council.

Caravans, Trailers, etc.

26.3 An Owner or Occupier must not park a Towable Item anywhere in the Community Parcel other than in that Owner's or Occupier's Lot and in a location that is not visible from any Community Property or road.

26.4 No Vehicles with a gross weight in excess of 2 tonnes are permitted to stand on any part of the Community Parcel. This By Law does not apply to Vehicles on the Community Parcel for the purposes of providing services to Owners, Occupiers and Members of the Community Association, such as the removal of waste, the removal or delivery of furniture or goods, and similar.

No Repairs

26.5 An Owner or Occupier must not undertake repairs to any Vehicles on Community Property or on any part of a Lot that is visible from outside that Lot, Community Property or Subsidiary Body Property.

Compliance Notice

26.6 If an Owner or Occupier fails to comply with this By Law 26 the Community Association may give notice requiring compliance by placing a notice:

(a) on the windscreen of a Vehicle; or

(b) anywhere reasonable on a Towable Item,

and such notice will outline a date that compliance must be achieved by.

26.7 If an Owner or Occupier fails to comply with a notice given under By Law 26.6, the Community Association may at the expense of the Owner or Occupier, liaise with the relevant authority to arrange for the Vehicle or Towable Item to be towed off Community Parcel.

26.8 Any expense incurred by the Community Association under this By Law 25 is recoverable as a debt against the Owner or Occupier.

By Law 27. Security Keys

27.1 The Community Association may restrict access to parts of the Community Property by means of Security Keys.

27.2 The Community Association may make Security Keys available to:

(a) Owners and Occupiers; and

(b) persons authorised by the Community Association.

27.3 A Security Key is available at the cost of the Owner or Occupier or person authorised by the Community Association who obtains that Security Key.

27.4 A person to whom a Security Key is made available must:

(a) pay a deposit to the Community Association;

(b) not duplicate or copy the Security Key;

(c) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;

(d) when requested by the Community Association, immediately return the Security Key to the Community Association; and

(e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

27.5 A person forfeits a deposit if the person misplaces or loses, including by theft, a Security Key.

By Law 28. Private Services

28.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:

(a) provide private Services to a Subsidiary Body or an Owner or Occupier;

(b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and

(c) contract with any person to monitor or provide, in part or in whole, private Services.

28.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.

28.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private Service.

28.4 Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

By Law 29. Community Association's Rights and Obligations

Contracts

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

(a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;

(b) Services or amenities to the Owners or Occupiers; and

(c) Services or amenities to Community Property or Subsidiary Body Property.

Notice of Breach

29.2 If an Owner or Occupier is in breach of this Management Statement, the Community Association may serve notice of the breach and the following provisions apply:

DP270983

ePlan

(a) a notice must be served on the Owner in compliance with section 13A, and in the manner specified by section 115, of the Management Act;

(b) the notice of breach must:

(i) specify the nature of the breach;

(ii) set out the provisions in the Community Legislation or this Community Statement upon which the Community Association relies; and

(iii) provide a reasonable period, having regard to the nature of the breach, for the Owner to remedy the breach.

Remedy

29.3 The Community Association may do anything on a Lot:

(a) where an Owner has failed to comply with a notice of breach served under this Management Statement; or

(b) to comply with this Management Statement or any Law, including remedying, removing, restoring or cleaning up anything on that Lot which breaches this Management Statement or any Law.

29.4 If By Law 29.3 applies, the Community Association is entitled to:

(a) enter and remain on the Lot for as long as it is necessary; and

(b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

Trading Activities

29.5 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

29.6 If the Community Association carries on business or trading activity, then the Community Association:

(a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;

(b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;

(c) must levy each Member of the Community Association for a contribution to meet expenses associated with carrying on a business or trading activities; and

(d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.

29.7 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each Member of the Community Association for a contribution to the sinking fund in order to meet the amount of the net loss.

DP270983

ePlan

Not Liable for Damage

29.8 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.

29.9 By Law 29.8 does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

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

(a) to the Managing Agent of the Community Association; or

(b) if there is no Managing Agent, to the secretary of the Executive Committee.

Conversion of Community Development Lot to Community Property

29.11 If the Original Proprietor determines that a Community Development Lot should be converted to Community Property, the Original Proprietor may give a notice to the Community Association. It must include with that notice:

(a) the conversion instrument and the items referred to in clauses 1(1)(a) and 1(1)(b) (as amended by clause 4) of schedule 6 to the Development Act signed by the Owner of the Community Development Lot to be converted; and

(b) the item referred to in clause 1(1)(c) (as amended by clause 4) of schedule 6 to the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this By Law 29.11 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

Severance of Community Development Lot from Community Scheme

29.12 If the Original Proprietor determines that a Community Development Lot should be severed from the Community Scheme it may give a notice in that regard to the Community Association.

29.13 If the Original Proprietor gives a notice referred to in By Law 29.12 and includes with that notice:

(a) the severance instrument referred to in clause 1(1) and the item referred to in clause 1(1)(a) of schedule 8 to the Development Act signed by the Owner of the Community Development Lot to be severed; and

(b) the item referred to in clause 1(1)(b) of schedule 8 to the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this By Law 29.13 to consent to the severance and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the severance is effected.

By Law 30. Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

30.1 An Owner or Occupier must comply on time with:

DP270983

ePlan

(a) each requirement and orders of each Authority;

(b) each Law for the Lot and the use or occupation of the Lot; and

(c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

Contractors

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

Permitted Persons

30.3 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.

30.4 If an Owner or Occupier cannot comply with By Law 30.1, then that person must:

(a) withdraw the consent of the person to be on the Community Parcel; and

(b) request that person to leave the Community Parcel.

30.5 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

30.6 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Parcel that is caused or contributed to by a Permitted Person on the Community Parcel with the consent of that Owner or Occupier.

Lessees/Licensees

30.7 An Owner whose Lot is the subject of a lease or licence agreement must:

(a) provide the lessee or licensee with a copy of this Management Statement; and

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

Things done at Owner's or Occupier's cost

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

By Law 31. Rules

31.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.

31.2 The Rules must be consistent with:

(a) the Management Act;

(b) the Development Act;

DP270983

ePlan

(c) all Laws;

(d) this Management Statement; or

(e) the terms of the Development Consent.

31.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

DP270983

ePlan

Part 5 **By Laws required by Public Authorities**

Amendment to By Laws

These By Laws have been made at the request of a public authority. These By Laws may only be amended or revoked:

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

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

(See clause 4 schedule 3 Development Act).

By Law 32. Endeavour Energy

32.1 The Community Association agrees that if the surface of the Open Access Ways does not support the heavy vehicles, machinery and materials necessary to maintain Endeavour Energy's electrical equipment, the Community Association will be responsible for repairing any damage caused to the surface of the Open Access Ways during such maintenance.

32.2 This By Law applies despite any other Endeavour Energy easement terms to the contrary.

32.3 This By Law has been made at the request of Endeavour Energy. This By Law must not be amended or revoked without the consent of Endeavour Energy.

DP270983

ePlan

Execution page

Executed by **Jessica Investments Pty. Limited (ACN 001 156 109)** in accordance with section 127 of the Corporations Act:

.....	.....
Signature of Director	Signature of ~~Director~~/Secretary
ALIX ESTHER TOYNTON	ANDREW SAMUEL TOYNTON
.....	.....
Name of Director	Name of Director/Secretary

Executed by **Mortgagee**

~~**Executed** by **Balanced Securities Limited** **(ABN 54 083 514 685)**~~ in accordance with section 127 of the Corporations Act:

.....	.....
Signature of Director	Signature of Director/Secretary
.....	.....
Name of Director	Name of Director/Secretary

Executed by **Hanaland Investments Pty Limited (ACN 121 254 537)** in accordance with section 127 of the Corporations Act:

.....
Signature of Sole Director/Secretary
ANDREW SAMUEL TOYNTON
.....
Name of Sole Director/Secretary

DP270983

ePlan

Executed by **D-Mac Investments Pty Ltd (ACN 126 404 313)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

DAX RYAN McBURNEY
Name of Director

.....
Signature of ~~Director~~/Secretary

KATE ALIDA MCBURNEY
Name of Director/Secretary

Certificate of Approval

It is certified:

(a) That the consent authority has consented to the development described in Development Application No 3508/2015/DA-SW;..... and

(b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date: 6/10/17
Execution of consent authority .....

DP270983

ePlan

~~Executed by D Mac Investments Pty Ltd~~
(ACN ~~126~~ 404 313) in accordance with
section 127 of the Corporations Act:

....
Signature of Director Signature of Director/Secretary

....
Name of Director Name of Director/Secretary

Signed sealed and delivered on behalf of **BALANCED SECURITIES LIMITED** ACN 083 514 685 by its attorney under power of attorney registered book 4672 no 120 in the presence of:)

Attorney

Trevor John Wilson
Print name

Witness

Name: Melissa Frances Di Medio

Address: 23/385 Bourke Street, Melbourne, Victoria

Angela Palermo
Attorney

Angela Palermo
Print name

Signed sealed and delivered on behalf of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 by its attorney under power of attorney registered book 4672 no 119 in the presence of:)

Attorney

Trevor John Wilson
Print name

Witness

Name: Melissa Frances Di Medio

Address: 23/385 Bourke Street, Melbourne, Victoria

Angela Palermo
Attorney

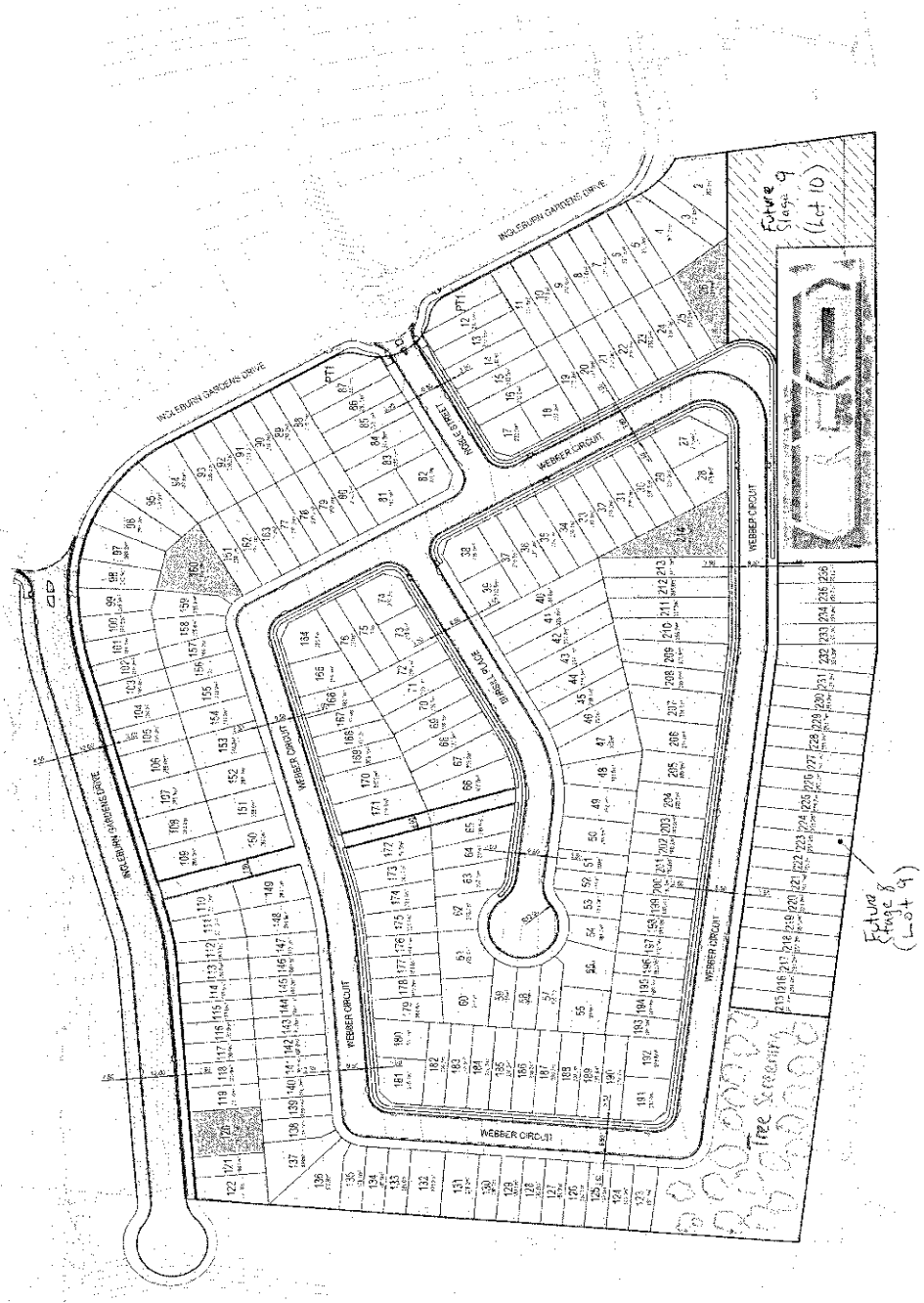
Angela Palermo
Print name

REGISTERED 26.10.2017

DP270983

ePlan

Annexure A **Concept Plan**



S:6805913_4 RMK

Req:R604215 /Doc:DP 0270983 M /Rev:27-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:27-Oct-2017 17:16 /Seq:52 of 52
Ref:16600096 /Src:M

ANNEXURE B - OPEN ACCESSWAY PLAN

ACCESSWAY PLAN

(PLAN IN 1 SHEET)

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

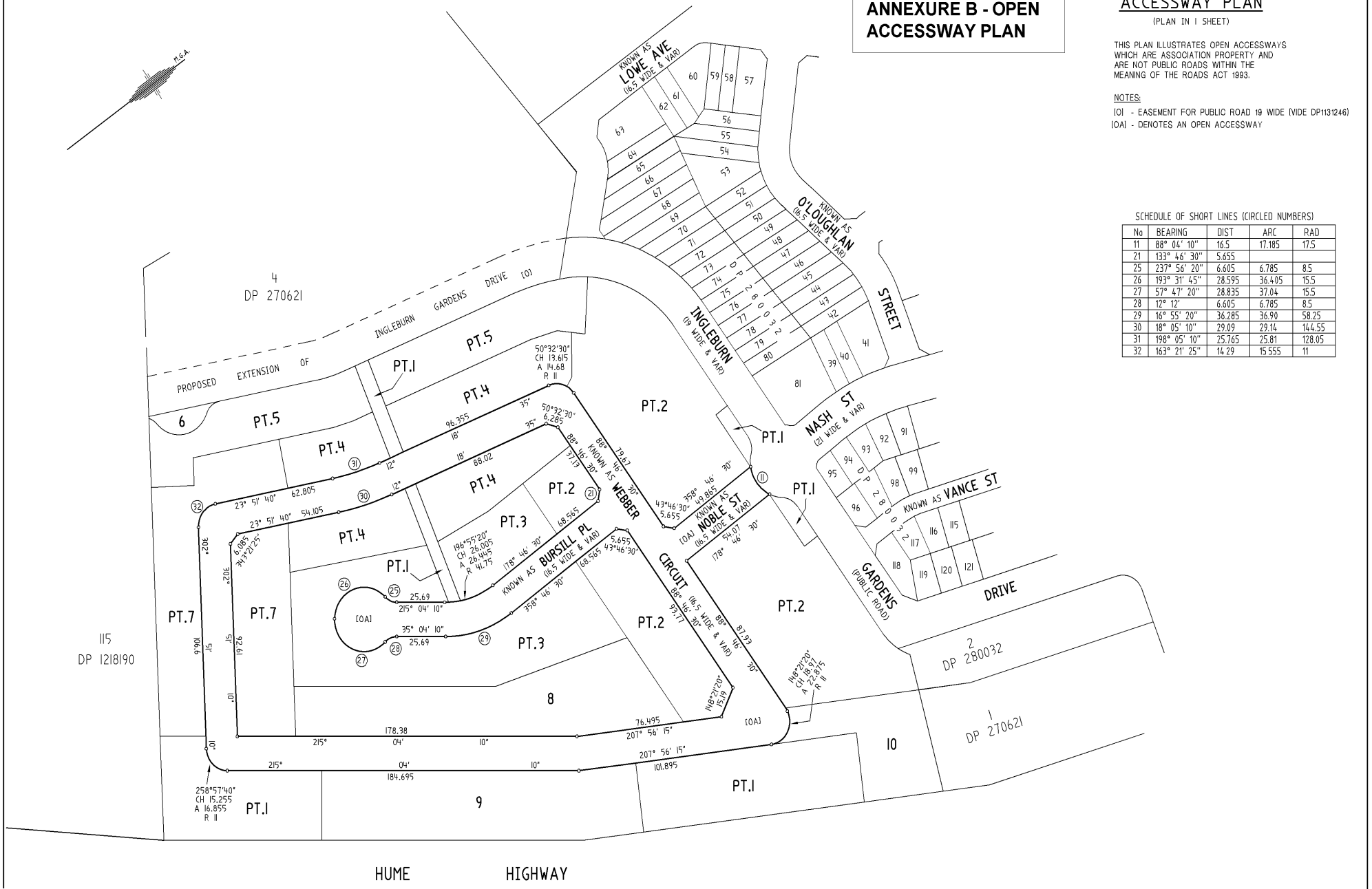
NOTES:

(O) - EASEMENT FOR PUBLIC ROAD 19 WIDE (VIDE DP1131246)

[OA] - DENOTES AN OPEN ACCESSWAY

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
11	88° 04' 10"	16.5	17.185	17.5
21	133° 46' 30"	5.655		
25	237° 56' 20"	6.605	6.785	8.5
26	193° 31' 45"	28.595	36.405	15.5
27	57° 47' 20"	28.835	37.04	15.5
28	12° 12'	6.605	6.785	8.5
29	16° 55' 20"	36.285	36.90	58.25
30	18° 05' 10"	29.09	29.14	144.55
31	198° 05' 10"	25.765	25.81	128.05
32	163° 21' 25"	14.29	15.555	11



REGISTERED 26.10.2017

PLAN OF ACCESSWAY

Date: 2/6/2017
Reduction Ratio 1: 1250
Lengths are in metres.

DP270983

D339856

Crown Instrument not liable to Stamp Duty or Payment of Registration or Other Fees.

DEC 27 11 45 AM

CONVEYANCING ACT, 1919–1939.
REAL PROPERTY ACT, 1900.

~~Crown Solicitor~~
Crown Solicitor

Notice of Resumption of Land subject to the provisions of the Real Property Act, 1900.

I, STANLEY GORDON WATSON Assistant Crown Solicitor DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the third ——— day of November —— one thousand nine hundred and forty four ——, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said STANLEY GORDON WATSON ——— HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the seventh ——— day of March ———, one thousand nine hundred and forty- one ——— under his hand and official seal by THE MINISTER FOR PUBLIC WORKS ——— to sign this Certificate on behalf of the said —— Minister —— and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.

~~Lot~~	~~Section~~	~~Deposited Plan or Name of Estate~~ Parish	County	Part or Whole	Volume	Folio
Part of Portion 62		Minto	Cumberland	Whole	5436	117
Part of Portions 272 and 62		"	"	"	4876	227

DATED this twenty seventh day of December in the year of Our Lord one thousand nine hundred and forty- four.

SIGNED by the said STANLEY GORDON WATSON in the presence of N McCarthy

S Watson.

THE REGISTRAR GENERAL,
SYDNEY.

B

1920] 1,43

A. H. PETTIFER, ACTING GOVT. PRINTER.

/Src:U

Gaz 3.11.44 Folio 1893

[*Published in Government Gazette No. 107 of 3rd November, 1944.*]

PUBLIC WORKS ACT, 1912.

EXTENSION OF THE GLENFIELD VETERINARY RESEARCH STATION.

Acquisition of Land.

IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that so much of the land described in the Schedule hereto as is Crown land is hereby appropriated and so much of the said land as is private property is hereby resumed under the Public Works Act, 1912, for the purposes of an authorised work, namely, the extension of the Glenfield Veterinary Research Station; and the said land is vested in the Minister for Public Works as Constructing Authority.

Dated this 1st day of November, 1944.

WAKEHURST, Governor.

By His Excellency's Command,

J. J. CAHILL, Minister for Public Works.

SCHEDULE.

All that piece or parcel of land situate in the Municipality of Ingleburn, parish of Minto and county of Cumberland, being the whole of the land comprised in Certificate of Title, volume 5,436, folio 117, and being also part of portion 62,—having an area of 98 acres 1 rood 27 perches or thereabouts.

Also, all that piece or parcel of land situate as aforesaid, being the whole of the land comprised in Certificate of Title, volume 4,876, folio 227, and being also part of portions 62 and 272,—having an area of 216 acres 30 perches or thereabouts, and said to be in the possession of Percy L. Hipsley.

(Misc. 44-5,837) (555)

This area not dicated.

This is the copy *Gazette* Notification referred to in the annexed Certificate.

Witness M. McCarthy

Signature

No. D383556

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION.

Part Pors. 62 (of Ph.) and 272 (of Ph.)

Mun:- Ingleburn
Ph:- Minto
Co:- Cumberland

Excepting mines & deposits under Sec. 141 of Public Works Act 1912

The Minister for Public Works as Constructing Authority

Particulars entered in Register Book,

Vol. 4876, Fol. 227
" 5436 " 117
and on Mortgages Nos. B 506962 and C 136191

the 17th

day of January, 1945,

at minutes 12

o'clock in the noon.

Registrar General

REGISTRAR GENERAL N.S.W.

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY DP 270152

SIGNATURE AND SEALS ONLY.

DETAIL PLAN

SHEET 1 OF 4 SHEETS

SURVEY PRACTICE REGULATION 1990 CLAUSE 32(2)				
MARK	LSG CO-ORDINATES		ZONE	ACC.
	EASTING	NORTHING		
SSM 36786	288108·935	1299117·596	56/1	2
SSM 24238	287650·817	1298219·060	56/1	2
SSM 41040	288762·957	1298111·680	56/1	2
PM 31258	287595·366	1297853·575	56/1	2

SOURCE L.S.G. CO-ORDINATES ADOPTED FROM S.C.I.M.S. DATED 5TH MARCH 1996

COMBINED SEA LEVEL AND SCALE FACTOR : 0·99996

SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	164°26'30"	5·995	5·995	106
2	61°23'	167·785	193·59	106
3	76°13'50"	56·005	57·1	84
4	61°45'10"	80·5	80·935	211
5	357°47'30"	19·455	19·5	89

COMMUNITY PLAN

Registered: IR 24-2-1998

C.A. No. 16/1998 OF 11.2.1998

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UB237-6°8'91"93°

DP828871, DP808118

Last Plan: DP806026, DP736849

DP240335, DP612265, DP840849

PLAN OF SUBDIVISION OF LOT 4 IN D.P. 828871 LOTS 7 & 8 IN D.P. 808118, LOT 1 IN D.P. 806026, LOT 201 IN D.P. 736849 LOT B IN D.P. 240335, LOT 3 D.P. 612265 & LOTS 9 & 10 IN D.P. 840849

Lengths are in metres. Reduction Ratio 1:3000

LGA: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets. (Delete if inapplicable).

I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 298 PENNANT HILLS 2120

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 5TH MARCH 1996

Signature: ...

Surveyor registered under Surveyors Act 1929

Datum Line of Azimuth: 'A-B'

THIS SURVEY RELATES TO LOTS 1 TO 6 INCLUSIVE

ZONE: SUBURBAN

Plans used in preparation of survey/compilation.
D.P. 828871, D.P. 808118, D.P. 806026, D.P. 736849, D.P. 240335, D.P. 612265, D.P. 840849, D.P. 611301, D.P. 240944.

PANEL FOR USE ONLY for easements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR SERVICES AND ACCESS (VARIABLE WIDTH)
2. RIGHT OF CARRIAGEWAY (5 WIDE)
3. EASEMENT FOR SERVICES (5 WIDE)
4. EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (3·5 WIDE, 4·5 WIDE AND VARIABLE).
5. EASEMENT FOR UNDERGROUND MAINS (2 WIDE)
6. EASEMENT FOR ELECTRICITY PURPOSES (3·5 WIDE)
7. EASEMENT FOR DRAINAGE OF SEWAGE (1·5 WIDE)

LOTS 1, 2, 3, 4 & 5 ARE DEVELOPMENT LOTS

CONTINUED ON SHEET 3

Crown Lands Office Approval

PLAN APPROVED ...

Authorised Officer: ...

Land Office: ...

Paper No. ...

Field Book ... pages ...

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of * Part 3 Division 2 of the Water Board Act 1987, or † Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991,

have been complied with by the applicant in relation to the proposed ... Subdivision ... (Insert "new road", "subdivision" or "consolidation" or "consolidated lot") as set forth hereon.

Subdivision No. 16 of 1998

Date 11th February 1998

(Signature) ... General Manager/Authorised Person

Council File No. S95316·6

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road on where the land to subdivided is wholly outside the area of operations of the Water and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE: 808C2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:2 of 49

Ref: /Src:U

NAME OF DEVELOPMENT, IF ANY: MACQUARIE LINKS ESTATES

ADDRESS FOR SERVICE OF NOTICE: COMMUNITY ASSOCIATION D.P. C/- MONARCH GROUP OF COMPANIES LEVEL 7, 24 THOMAS ST, CHATSWOOD, 2067

COMMUNITY PLAN (E) SHEET 1 OF 4 SHEETS DP 270152

For reference to additional sheets see schedule below

Registered: IR 24-2-1998

This sheet is being continually updated to show the current subdivisional pattern of the scheme. For details of such updates and additional and replacement sheets added see schedule below.

Council's Approval No. 16 of 1998. Date: 11th February 1998. Council Clerk's Signature: ...

Surveyor's Signature: ... Date: 5TH MARCH 1996

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.
3	SUBDIVIDED INTO LOTS 7-8	10
7	DP285479	
8	SUBDIVIDED INTO LOTS 9-12	12
9	DP285514	
10	DP285556	
11	DP285534 INTO LOTS 1-29	
14-9	SUBDIVIDED INTO LOTS 13-18	13
15	DP285601 INTO LOTS 1-21	
16	DP285617 Lot 51-29	
12-13	Subdivided into Lots 19-21	14
20	Subdivided into Lots 22-27	15
17	DP285631 Lot 51-18	
18	DP285630 Lot 51-20	
19	SUBDIVIDED INTO LOTS 28 & 29	16
28	DP285665 SUBDIVIDED INTO LOTS 1-32	
29	DP285664 SUBDIVIDED INTO LOTS 1-35	
25	DP285691 (LOTS 1-32)	
21	SUBDIVIDED INTO LOTS 30 & 31	17
31	SUBDIVIDED INTO LOTS 32-33	18
14	DP295774 SUBDIVIDED INTO LOTS 1-14	
14	SUBDIVIDED INTO LOTS 14-35	19

LOCATION DIAGRAM

REDUCTION RATIO 1:8000

(E) DETAILS AGREED IN NOTATION PANEL WDE 2012-1182 6.9.2012

DP 270152

SURVEYOR'S REFERENCE: 808C7

FORM 4

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:1 of 49

Ref: /Src:U

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | DP 270152 | *OFFICE USE ONLY

DETAIL PLAN

SHEET 3 OF 4 SHEETS

SEE SHEET 3

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
17	211°03'40"	106·43	107·25	250
18	259°00'40"	141·65	142·02	568·5
19	219°25'00"	54·96	55	416·5
20	209°15'20"	19·06	19·165	404
21	202°58'40"	129·915	129·96	1476·5
22	78°26'20"	493·86	564·12	920
23	43° 11'	6·54		
24	313° 11'	9·145		
25	133° 11'	5		
26	223° 11'	1·35		
27	97°16'50"	22	22	568·5
28	257°19'19"	416·86	439·34	265·5

(X) { RESERVATIONS & CONDITION IN CRUWN GRANT BENEFITED BY: - RIGHT OF CARRIAGEWAY 5 WIDE, EASEMENT FOR SERVICES 5 WIDE, RIGHT OF WAY - C552011 } DP828871

(Y) LAND EXCLUDES MINERALS - SEC 141 P.W.ACT, 1912

(Z) BENEFITED BY: - RIGHT OF CARRIAGEWAY 30 WIDE & VAR, EASEMENT FOR SERVICES 30 WIDE & VAR, RIGHT OF FOOTWAY } DP828871

DIAGRAM 1:1000

NOTE: THE ORIGINAL CREEK DOES NOT EXIST BETWEEN 'E' & 'F'

(C) EASEMENT TO DRAIN WATER (5 WIDE) VIDE D.P. 828871
(E) EASEMENT TO DRAIN WATER (9·145 WIDE) VIDE P 116578
(M) EASEMENT FOR SERVICES AND ACCESS (VARIABLE WIDTH)

COMMUNITY PLAN

Registered: 24-2-1998

This is sheet 4 of my plan in 9 sheets dated 5TH MARCH 1996

Surveyor registered under Surveyors Act 1939

This is sheet 4 of the plan of 9 sheets covered by my Certificate No. 16 of 1998.

Authorised Person

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

Reduction Ratio 1:1000

Plan Drawing only to appear in this space | SURVEYOR'S REFERENCE: 800C2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:4 of 49
Ref: /Src:U

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | DP270152 | *OFFICE USE ONLY

DETAIL PLAN

SHEET 2 OF 4 SHEETS

SEE SHEET 2

SCHEDULE OF CURVED & SHORT BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
5	353°43'30"	19·655	19·5	83
6	54°23'20"	105·975	119·71	83
7	216°15'40"	71·36	72·715	107
8	63°45'10"	71·529	72·165	188
9	349°10'10"	16·105	16·185	99
10	255°28'20"	11·85	12·205	14·5
11	245°09"	18·47	18·665	39
12	85°52'10"	41·69	41·795	192
13	79°50'	69·1	69·245	148
14	98°13'20"	191·54	142·49	153
15	210°19'40"	69·41	69·96	147
16	77°42'50"	77·59	78·52	167
17	211°03'40"	106·43	107·25	250
18	259°00'40"	141·65	142·02	568·5
19	81°16'30"	22	22	568·5
20	351°03'50"	10·88		
21	349°06'40"	10·1		
22	323°12'30"	10·1		
23	122°34'30"	9·67		
24	349°24'30"	5·995	5·995	106

DIAGRAM "A" 1:1000

DIAGRAM "B" 1:500

DIAGRAM "C" 1:500

NOTE
'D'-'F' 109°20'30" - 740·54 BY D.P. 611709
98°39'10" - 740·23 BY D.P. 164976
109°21' - 740·56 BY SURVEY

(X) RESERVATIONS & CONDITIONS IN CROWN GRANT
(Y) LAND EXCLUDES MINERALS - SEC. 141 P.W.ACT, 1912
(Z) BENEFITED BY: - RIGHT OF CARRIAGEWAY 30 WIDE & VAR, EASEMENT FOR SERVICES 30 WIDE & VAR, RIGHT OF FOOTWAY } DP828871

(N) RIGHT OF CARRIAGEWAY (5 WIDE)
(M) EASEMENT FOR SERVICES (5 WIDE)
(B) EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (25 WIDE, 11·5 WIDE & VARIABLES).
(C) EASEMENT FOR ELECTRICITY PURPOSES (5·5 WIDE)
EASEMENT FOR UNDERGROUND MAINS (2 WIDE)

COMMUNITY PLAN

Registered: 24-2-1998

This is sheet 5 of my plan in 9 sheets dated 5TH MARCH 1996

Surveyor registered under Surveyors Act 1939

This is sheet 3 of the plan of 9 sheets covered by my Certificate No. 16 of 1998.

Council Clerk

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

CONTINUED FROM SHEET 2

IT IS INTENDED TO CREATE A DRAINAGE RESERVE COMPRISING LOT 6 (SUBJECT TO EASEMENT TO DRAIN WATER VIDE P116578 & DP828871, RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VIDE DP828871, & EASEMENT FOR SERVICES AND ACCESS) IT IS INTENDED TO DEDICATE MACQUARIE LINKS DRIVE (19 WIDE & VARIABLE WIDTH) (SUBJECT TO EASEMENT TO DRAIN WATER OVER SITE OF EXISTING PIPE VIDE D.P. 611776) TO THE PUBLIC AS PUBLIC ROAD.

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space | SURVEYOR'S REFERENCE: 800C2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:3 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP 270152 — *OFFICE USE ONLY

COMMUNITY PLAN

Registered: IR 24-2-1998

This is sheet 6 of my plan in 9 sheets dated 5TH MARCH, 1996

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 9 sheets covered by my Certificate No 16 of 1998.

Authorised Person

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

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

SHEET 1 OF 2 SHEETS

SEE REPLACEMENT SHEET 6A

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	15° 59' 40"	30·575	30·73	88
2	175° 16' 40"	191·89	199·96	122

(B) EASEMENT FOR UNDERGROUND MAINS (23 WIDE, 16·5 WIDE & VARIABLE)
(G) EASEMENT FOR TRANSMISSION LINE (60·96 WIDE) VIDE JL76016
(H) EASEMENT FOR TRANSMISSION LINE (60·96 WIDE & VARIABLE) VIDE J471492
(J) RIGHT OF CARRIAGEWAY (20·115, 17·8 & 7·005 WIDE) VIDE 1484878
(K) RIGHT OF CARRIAGEWAY (30 WIDE & VARIABLE) VIDE D.P. 828871
(K) EASEMENT FOR SERVICES (30 WIDE & VARIABLE) VIDE D.P. 828871

(S) BENEFITED BY: – RIGHT OF CARRIAGEWAY 30 WIDE & VAR; EASEMENT FOR SERVICES 30 WIDE & VAR } DP828871
(X) RESERVATIONS & CONDITIONS IN THE CROWN GRANT
(Y) LAND EXCLUDES MINERALS – SEC.141 PUBLIC WORKS ACT, 1912
(Z) BENEFITED BY: – RIGHT OF CARRIAGEWAY 30 WIDE & VAR; EASEMENT FOR SERVICES 30 WIDE & VAR; RIGHT OF FOOTWAY } DP828871

THIS SHEET REPLACED BY SHEET 6A VIDE 2012-1192 18.9.2012

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 808C2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:6 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP 270152 — *OFFICE USE ONLY

COMMUNITY PLAN

Registered: IR 24-2-1998

This is sheet 5 of my plan in 9 sheets dated 5TH MARCH 1996

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 9 sheets covered by my Certificate No 16 of 1998.

Authorised Person

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

DETAIL PLAN

SHEET 4 OF 4 SHEETS

(X) RESERVATIONS & CONDITIONS IN CROWN GRANT
(Y) LAND EXCLUDES MINERALS – SEC.141 P.W.ACT, 1912
(Z) BENEFITED BY:– RIGHT OF CARRIAGEWAY 30 WIDE & VAR; EASEMENT FOR SERVICES 30 WIDE & VAR; RIGHT OF FOOTWAY } DP828871

DIAGRAM

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
19	85° 52' 30"	51·12	51·855	208·5
20	79° 30' 00"	61·4	61·97	191·5
21	39° 17' 20"	122·71	123·22	196·5
22	15° 01' 30"	13·965	13·97	169·5
23	210° 19' 40"	65·185	65·735	144·5
24	344° 57' 50"	63·155	66·395	88
25	174° 58' 00"	90·29	95·32	88
26	15° 59' 40"	30·575	30·73	88
27	175° 16' 40"	191·89	199·96	122
28	36° 31' 40"	93·09	94·025	192
29	34° 30' 00"	86·69	87·125	208
30	28° 32' 50"	56·71	57·65	92

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 808C2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:5 of 49
Ref: /Src:U

PLAN FORM 2 (A2) DP270152_SHT6B WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 sheets

COMMUNITY PROPERTY PLAN

PLAN IN 2 SHEETS
COMMUNITY PROPERTY LOT ONLY

THIS IS SHEET 6B OF DP270152 AND REPLACES SHEET 6A OF THE PLAN REGISTERED ON 25-7-2012. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN

TABLE OF SHORT & CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	274°52'25"	17	.....	.....
2	14°52'35"	30.575	30.73	88
3	352°09'35"	131.89	139.34	122

(BN) BENEFITED BY:
- EASEMENT FOR SERVICES & ACCESS VAR WIDTH - DP270152 (DOC.1)
- RIGHT OF CARRIAGEWAY 5 WIDE - DP270152 (DOC.1)
- EASEMENT FOR SERVICES 5 WIDE - DP270152 (DOC.1)
- EASEMENT FOR SERVICES 5 WIDE - DP1022453
- RIGHT OF FOOTWAY 5 WIDE - DP1022453
- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A) DP286277 (DOC.1)
- EASEMENT FOR DRAINAGE OF WATER 4,9,11 & 15 WIDE & VAR (E) - DP286277 (DOC.1)
- RIGHT OF CARRIAGEWAY 20.115 WIDE & VAR (NO.1 & NO.) - DP1165793

HUME HIGHWAY

Pt 1 COMMUNITY PROPERTY (5.158ha)

DP 808118

DP 1155603

DP 828871

DP 270152

SP 75574

DP 286277

JARVISFIELD PLACE

MACQUARIE LINKS DRIVE

JARVIS WAY

JANE

HOMESTEAD CIRCUIT

Pt 1 COMMUNITY PROPERTY 2699m²

SEE DIAGRAM

SHEET 2 ADJOINS

DIAGRAM
Scale 1:1000

NOTES
(A) - RIGHT OF CARRIAGEWAY 5 WIDE (DP828871)
(AI) - EASEMENT FOR SERVICES 5 WIDE (DP828871)
(B) - EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT 23 WIDE, 16.5 WIDE & VARIABLE (DP270152 - DOC.1)
(C) - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE (DP828871)
(CI) - EASEMENT FOR SERVICES 30 WIDE & VARIABLE (DP828871)
(D) - EASEMENT FOR TRANSMISSION LINE 60.96 WIDE & VARIABLE (J924492)
(E) - RIGHT OF CARRIAGEWAY 20.115 12.8 & 7.005 WIDE (T484828)
(F) - EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (J476016)
(H) - EASEMENT FOR DRAINAGE OF WATER & SEWAGE 10 WIDE (DP270152 DOC.4)
(JI) - EASEMENT FOR DRAINAGE OF WATER & SEWAGE WHOLE OF LOT (DP270152 - DOC.4)
(K) - EASEMENT FOR SERVICES 5 WIDE (DP1022453)
(L) - EASEMENT TO DRAIN WATER 5 WIDE (DP1022453)
(M) - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 17 WIDE (DP1035010)
(N) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1035010)
(P) - EASEMENT FOR WATER SUPPLY PURPOSES 4 WIDE AND 6 WIDE (AG274335 & DP1148449)
(S) - BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE (DP828871)
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE (DP828871)
- RIGHT OF FOOTWAY (DP828871)
(X) - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
(Y) - LAND EXCLUDES MINERALS - SEC 141 PUBLIC WORKS ACT, 1912
(Z) - BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE (DP828871)
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE (DP828871)
- RIGHT OF FOOTWAY (DP828871)

Surveyor: William L Hamer Date of Survey: 13/11/2012 Surveyor's Ref: 02049-43	PLAN OF LOT 1 DP270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY.	LGA: CAMPBELLTOWN Locality: MACQUARIE LINKS Subdivision No Lengths are in metres. Reduction Ratio 1:3000	Registered 4.9.2014	DP 270152 REPLACEMENT SHEET 6B

Brandtzel McClenahan & Associates Pty Ltd Computer File 02049-43.dwg

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:8 of 49
Ref: /Src:U

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 Sheets

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

THIS IS SHEET 6A OF DP 270152 AND REPLACES SHEET 6 OF THE PLAN REGISTERED ON 24-2-1998. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN

Pt 1 COMMUNITY PROPERTY (5.185HA)

HUME HIGHWAY

SEE REPLACEMENT SHEET 6B

PM 158941FD ESTABLISHED

(S) BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE DP828871
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE DP828871

(X) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

(Y) LAND EXCLUDES MINERALS - SEC 141 PUBLIC WORKS ACT, 1912

(Z) BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE DP828871
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE DP828871
- RIGHT OF FOOTWAY DP828871

(A) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE (DP 828871)
(B) EASEMENT FOR UNDERGROUND MAINS 23,16.5 WIDE & VAR (DP270152)
(C) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 30WIDE (DP828771)
(D) EASEMENT FOR TRANSMISSION LINE 60.96 W & VAR (J924492)
(E) RIGHT OF CARRIAGEWAY 20.115, 12.8 & 7.005 WIDE (T484828)
(F) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE J 476016

SURVEYING & SPATIAL REGULATION 2006, CL 35(1)(b) & CL 61 (2)
COMBINED SCALE FACTOR 1.000067

MARK	EASTING	NORTHING	ZONE	CLASS	ORDEN	METHOD	ORIGIN
PM158941	303959.956	6238921.202	56	B	2	SCIMS	SCIMS
SSM 36786	303453.220	6238551.600	56	B	2	SCIMS	SCIMS
SSM165991	303560.468	6238883.993	56	B	2	SCIMS	SCIMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS 10-8-2010

Surveyor: PAUL BRANDON Date of Survey: 16/8/2010 Surveyor's Ref: 2020	PLAN OF RESIDUE OF COMMUNITY PROPERTY IN DP 270152 FOLLOWING RESUMPTION OF LOT 111 IN DP1155603	LGA: CAMPBELLTOWN Locality: MACQUARIE FIELDS Subdi: n No: Lengths are ... Reduction Ratio 1:3000	Registered 25.7.2012	DP270152 REPLACEMENT SHEET 6A

8.8.2012 DESIGNATIONS (S),(X),(Y) & (Z) ADDED VIDE 2013/1182 5.9.2012

NAME OF PERMANENT MARK AMENDED VIDE 2013/1182

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:7 of 49
Ref: /Src:U

PLAN FORM 2 (A2) | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | ePlan | Sheet 2 of 2 Sheets

REFERENCE TO BOUNDARIES

NO	BEARING	DIST	RAD	ARC
1	84°45'30"	56.72	208.5	59.85
2	78°22'55"	61.4	131.5	61.97
3	38°10'15"	122.71	136.5	127.27
4	218°10'15"	137.54	153	142.55
5	193°48'45"	56.585		
6	88°33'55"	23.76		
7	179°33'55"	18.5		
8	215°03'55"	28.76		
9	295°33'55"	18.57		
10	25°33'55"	22		
11	359°33'15"	34		
12	268°22'45"	69.1	148	69.745
13	244°45'25"	47.63	192	47.755
14	246°38'05"	71.725	188	72.165
15	259°06'45"	71.34	107	72.79
16	295°20'15"	105.025	83	113.71
17	106°05'25"	2.5		
18	189°44'45"	17.785		
19	273°21'25"	2.5		
20	176°40'25"	19.455	83	19.5
21	259°49'25"	22.995		
22	168°23'45"	5.995	106	5.995
23	166°42'15"	6.01		
24	174°24'45"	8.13		
25	189°49'35"	8.13		
26	217°19'45"	8.005		
27	256°41'55"	36.995		

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

THIS IS SHEET 7A OF DP 270152 AND REPLACES SHEET 7
OF THE PLAN REGISTERED ON 24-2-1998. THIS SHEET CONTAINS UPDATED
DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN

MGA

SEE REPLACEMENT SHEET 7B

COMMUNITY PROPERTY

PT 1
(905.8m2)

HUME HIGHWAY

BUNBURRY CURRAN CREEK

BANK OF CREEK IS BOUNDARY

WILLIAMSON RD (33 WIDE)

HENDERSON ROAD

Ⓐ EASEMENT TO DRAIN WATER 7 WIDE (X921511)
Ⓑ EASEMENT FOR UNDERGROUND MAINS 23,16.5 WIDE AND VAR.
Ⓒ EASEMENT TO DRAIN WATER OVER SITE OF EXISTING PIPE (DP261274)
Ⓓ EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE

Surveyor: PAUL BRANDON Date of Survey: 16/8/2010 Surveyor's Ref: 202052	PLAN OF RESIDUE OF COMMUNITY PROPERTY IN DP 270152 FOLLOWING RESUMPTION OF LOT 111 IN DP1155603	LGA: CAMPBELLTOWN Locality: MACQUARIE FIELDS Subdivision No: Lengths are in metres. Reduction Ratio 1:3000	Registered 25.7.2012	DP270152 REPLACEMENT SHEET 7A

THIS SHEET ADDED VIDE 2012-1192 6.9.2012

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:10 of 49
Ref: /Src:U

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | DP 270152 | *OFFICE USE ONLY

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY
SHEET 2 OF 2 SHEETS

MGA

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RADIUS
3	349°24'30"	5.995	5.995	106
4	36° 23' 20"	105.095	109.71	83
5	256°19' 50"	71.34	72.795	107
6	267°45'10"	71.725	72.165	188
7	269°10'10"	16.105	16.185	59
8	255°28'20"	11.85	17.205	16.5
9	265°09'	18.43	18.443	59
10	265°53'30"	67.69	67.75	192
11	259°30'	69.1	69.785	148
12	219°13'20"	137.56	142.655	153
13	195° 01'30"	12.555	12.56	147
14	15° 01' 30"	13.965	13.97	163.5
15	39° 13' 20"	122.71	123.27	136.5
16	39° 30'	61.4	61.97	131.5
17	89° 52' 10"	51.72	51.855	208.5
18	85° 31' 10"	15.135	15.21	66
19	353° 43' 30"	19.455	19.5	83
20	69° 23'	67.785	119.99	106
21	36° 15' 50"	56.805	57.1	84
22	67° 45' 10"	80.5	80.995	211

SEE REPLACEMENT SHEET 7A

HUME HIGHWAY

EASEMENT TO DRAIN WATER (7 WIDE) VIDE X921511

BUNBURRY CURRAN CREEK

COMMUNITY PROPERTY

WILLIAMSON (33 WIDE)

HENDERSON ROAD

18.41 ha
-0.43 ha n/a
(17.98 ha)
TOTAL 29.72 ha

PT. 2

EASEMENT FOR DRAINAGE OF SEWAGE (1.5 WIDE).

PT. 1
(905.8m²)

(A) EASEMENT TO DRAIN WATER OVER SITE OF EXISTING PIPE (VIDE D.P. 261274)
(B) EASEMENT FOR UNDERGROUND MAINS (23 WIDE, 16.5 WIDE & VARIABLE)
(F) MACQUARIE LINKS DRIVE (23 WIDE & VARIABLE)

COMMUNITY PLAN

Registered: 24-2-1998

This is sheet 1 of my plan in 9 sheets dated 5TH MARCH 1996

Surveyor registered under Surveyors Act 1929

This is sheet 7 of the plan of 9 sheets covered by my Certificate No. 16 of 1998.

Delegate/Manager/Authorised Person

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

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

THIS SHEET REPLACED BY SHEET 7A VIDE 2012-1192 6.9.2012

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:9 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP 270152 — *OFFICE USE ONLY

HISTORICAL FILE

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	1800	
3	4750	
4	1200	
5	1650	
6	DRAINAGE RESERVE	
TOTAL	10.000	

SEE REPLACEMENT SHEET 8A

COMMUNITY PLAN

Registered: 24-2-1998

* This is sheet 8 of my plan in 9 sheets dated 5TH MARCH 1996

Surveyor registered under Surveyors Act 1929

This is sheet 8 of the plan of 9 sheets covered by my Certificate No. 16 of 1998.

Surveyor/Registered Person

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8A, 8B, ETC. AS THE CIRCUMSTANCES REQUIRE.

I PAUL DONOVAN OF LANDSCOPES (AUST.) P/L. BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 8.9.97 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 12.2.98

Reduction Ratio 1:

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 80BC2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:12 of 49
Ref: /Src:U

PLAN FORM 2 (A2) DP270152_SHT6B — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ePlan — Sheet 2 of 2 sheets

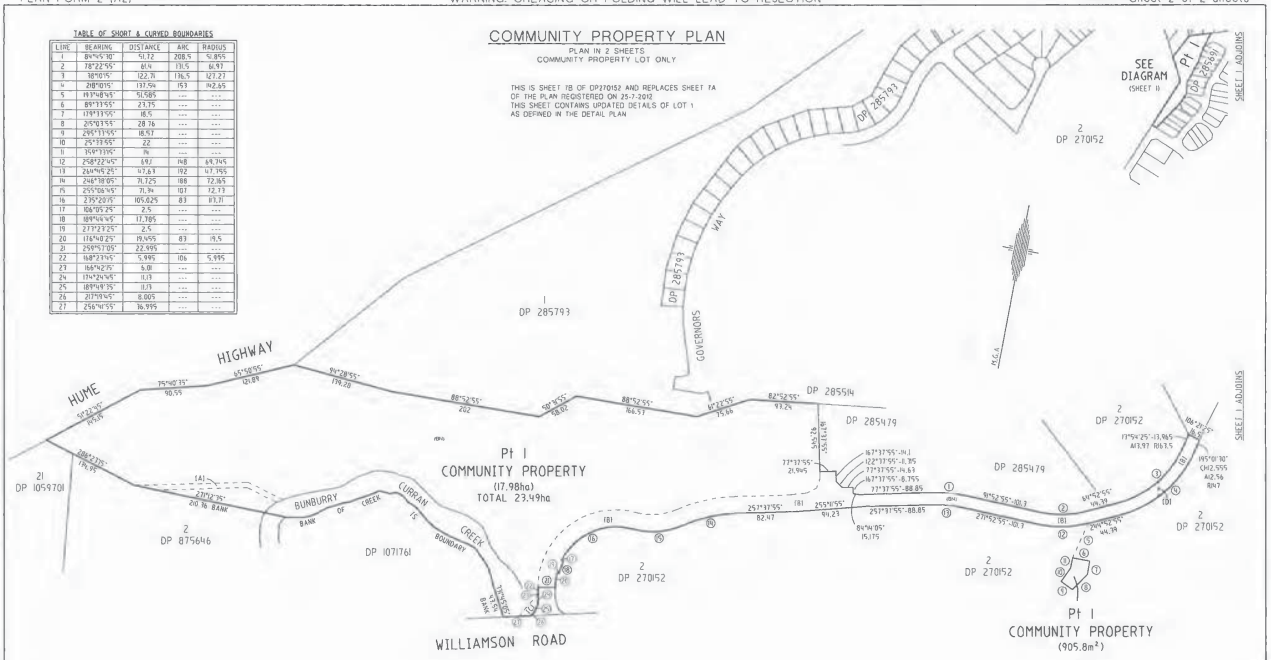
TABLE OF SHORT & CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	84°45'10"	51.72	208.5	51.855
2	78°22'55"	61.4	131.5	61.97
3	38°10'15"	122.71	176.5	127.27
4	218°10'15"	137.54	193	142.65
5	193°48'45"	51.585	---	---
6	89°13'55"	23.35	---	---
7	179°13'55"	18.5	---	---
8	269°13'55"	28.76	---	---
9	295°13'55"	18.97	---	---
10	25°13'55"	22	---	---
11	359°13'55"	74	---	---
12	258°27'45"	69.1	148	69.345
13	244°44'25"	147.63	192	147.795
14	246°38'05"	71.725	188	72.165
15	255°08'45"	71.34	187	72.13
16	275°20'15"	105.825	83	111.71
17	106°05'25"	2.5	---	---
18	189°44'45"	17.385	---	---
19	271°23'25"	2.5	---	---
20	176°40'25"	19.455	83	19.5
21	259°57'05"	22.995	---	---
22	148°23'45"	5.995	106	5.995
23	166°42'25"	6.01	---	---
24	131°24'45"	11.13	---	---
25	189°44'35"	11.13	---	---
26	217°19'45"	8.005	---	---
27	256°41'55"	16.995	---	---

COMMUNITY PROPERTY PLAN

PLAN IN 2 SHEETS
COMMUNITY PROPERTY LOT ONLY

THIS IS SHEET 7B OF DP270152 AND REPLACES SHEET 7A OF THE PLAN REGISTERED ON 25-7-2012
THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN



(BN) BENEFITED BY:
- EASEMENT FOR SERVICES & ACCESS VAR WIDTH - DP270152 (DOC.1)
- RIGHT OF CARRIAGEWAY 5 WIDE - DP270152 (DOC.1)
- EASEMENT FOR SERVICES 5 WIDE - DP270152 (DOC 1)
- EASEMENT FOR SERVICES 5 WIDE - DP1022453
- RIGHT OF FOOTWAY 5 WIDE - DP1022453
- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A) DP288277 (DOC.1)
- EASEMENT FOR DRAINAGE OF WATER 4,8,11 & 15 WIDE & VAR (E) - DP286277 (DOC.1)
- RIGHT OF CARRIAGEWAY 20.115 WIDE & VAR (NO.1 & NO.) - DP1165793

NOTES.
(A) - EASEMENT TO DRAIN WATER 7 WIDE (X921511)
(B) - EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT 23 WIDE, 16.5 WIDE & VARIABLE (DP270152 - DOC.1)
(C) - EASEMENT TO DRAIN WATER OVER SITE OF EXISTING PIPE (DP261274)
(D) - EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE (DP270152)

Surveyor: William L Hamer
Date of Survey: 13/11/2012
Surveyor's Ref: 02049-43

PLAN OF LOT 1 DP270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY.

LGA: CAMPBELLTOWN
Locality: MACQUARIE LINKS
Subdivision No:
Legal in metres. Reduction Ratio 1: 3000

Registered: 4.9.2014

DP 270152
REPLACEMENT SHEET 7B

Brunsen McClenahan & Associates Pty Ltd — Comp: 02049-43.dwg

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:11 of 49
Ref: /Src:U

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | DP270152 *OFFICE USE ONLY

REPLACEMENT SHEET 8B
DP270152
Registered: 8/27-8-1998

This is sheet 8B of my plan in 10 sheets dated 18th June 1998

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. of

Council Clerk

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8 OF THE PLAN REGISTERED ON THE 26TH FEBRUARY 1998

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8C, 8D ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Paul Donovan of LANDBURYS (NQ) P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 28/7/98 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE.

DATE 5/8/98.

Reduction Ratio 1:

HISTORICAL FILE

SEE REPLACEMENT SHEET 8C

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	1900	
3	NOW LOTS 7 & 8	→ COMMUNITY PLAN OF SUBDIVISION. SEE SHEET 8 10
4	1700	
5	1650	
6	DRAINAGE RESERVE	
7	550	DP 285479
8	NOW LOTS 9, 10, 11 & 12	→ COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 11
9	425	DP285514
10	650	DP285556
11	500	DP285576
12	2525	
TOTAL	10 000	

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 808.04

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:14 of 49
Ref: /Src:U

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | DP 270152 *OFFICE USE ONLY

REPLACEMENT SHEET 8A
DP270152
Registered: 26.2.98

This is sheet 8A of my plan in 9 sheets dated 2ND SEPTEMBER 1997

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 17 of 1998.

Authorised Person

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8 OF THE PLAN REGISTERED ON THE

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8B, 8C, ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Paul Donovan of ~~VALUER POSITION~~ LANDBURYS (NQ) P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 2.4.97 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 12.2.98

Reduction Ratio 1:

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	1900	
3	NOW LOTS 7 & 8	→ COMMUNITY PLAN OF SUBDIVISION SEE SHEET 8 10
4	1700	
5	1650	
6	DRAINAGE RESERVE	
7	550	DP 285479
8	4,100	
TOTAL	10,000	

Plan Drawing only to appear in this space

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:13 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ONLY

DP270152

Registered: 4.12.2000

This is sheet 8B of my plan in 14 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets or covered by subdivision certificate No. 7 of 2000

Authorised Person/General Manager/Accredited Certifier

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8C OF THE PLAN REGISTERED ON

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8D, 8E ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Brian Donovan of PORTON VALUATIONS P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 31-8-99

BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

REGISTERED VALUER No 3029

DATE: 2.2.00

Reduction Ratio 1:

SIGNED In my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its Attorney who is personally known to me and who holds the position of GIO FINANCE LIMITED (ACN 002 812 704) pursuant to the Power of Attorney dated 9 May 1997 Registered Book 4166 No. 292

HISTORICAL FILE

See replacement sheet 8E

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2250	
3	NOW LOTS 3 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 TO 8E
4	NOW LOTS 4, 10 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 13
5	NOW LOTS 13, 14 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 13
6	DRAINAGE RESERVE	
7	650	D.P. 285419
8	NOW LOTS 9, 10, 11 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 12
9	425	D.P. 285416
10	650	D.P. 285556
11	500	D.P. 285557
12	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 12 & 13
13	NOW LOTS 15-21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 12 & 13
14	250	
15	425	DP285801
16	550	DP285617
17	300	
18	975	
19	1200	
20	1700	
21	725	
TOTAL	10000	

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 8081

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:16 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP270152

REPLACEMENT SHEET 8C

Registered: 8.12.1999

This is sheet 8C of my plan in 11 sheets dated 31st August 1999

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets or covered by subdivision certificate No. of

Authorised Person/General Manager/Accredited Certifier

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8B OF THE PLAN REGISTERED ON AUGUST 27TH 1998

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED BY THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8D, 8E ETC AS THE CIRCUMSTANCES REQUIRE.

I, Brian Donovan of PORTON VALUATIONS P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 31-8-99

BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE.

DATE: 14.12.99

Reduction Ratio 1:

SIGNED In my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its Attorney who is personally known to me and who holds the position of Legal Services Manager GIO FINANCE LIMITED (ACN 002 812 704) pursuant to the Power of Attorney dated 9 May 1997 Registered Book 4166 No. 292

Witness Ellegui

Common Seal JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 166 109

HISTORICAL FILE

SEE REPLACEMENT SHEET 8D

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	1900	
3	NOW LOTS 3 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
4	NOW LOTS 4-10 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
5	NOW LOTS 13-14 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
6	DRAINAGE RESERVE	
7	650	D.P. 285419
8	NOW LOTS 9, 10, 11 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
9	425	D.P. 285416
10	650	D.P. 285556
11	500	D.P. 285557
12	2525	
13	1450	
14	250	
15	425	D.P. 285601
16	550	DP 285617
17	300	
18	975	
TOTAL	10000	

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 8081

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:15 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP270152

HISTORICAL FILE

SEE REPLACEMENT SHEET 8G

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2250	
3	NOW LOTS 3 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8F 11
4	NOW LOTS 13-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8F 13
5	NOW LOTS 13-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8F 13
6	DRAINAGE RESERVE	
7	650	D.P. 285619
8	NOW LOTS 9, 10, 11 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 10 12
9	425	D.P. 285516
10	650	D.P. 285556
11	500	D.P. 285576
12	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 12 & 13 14
13	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 12 & 13 14
14	250	
15	425	D.P. 285601
16	550	D.P. 285617
17	300	D.P. 285631
18	375	D.P. 285630
19	NOW LOTS 20 & 21	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
20	NOW LOTS 22-27 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 15
21	725	
22	255	
23	245	
24	245	
25	460	DP 285691
26	445	
27	0	FUTURE COMMUNITY PROPERTY
28	550	DP285663
29	600	DP285664
TOTAL	10000	

REPLACEMENT SHEET 8F

Registered: LS 13.11.2000

This is sheet 8F of my plan in 16 sheets dated 21ST JUNE, 2000

Surveyor registered under Surveyors Act 1939

This is sheet of the plan of sheets as covered by subdivision certificate No. of

Authorised Person/~~General Manager/Accredited Certifier~~

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8E OF THE PLAN REGISTERED ON

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8G, 8H ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Tracy Rowe of PONTON VALUATIONS P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 21st SEPT. 2000

REGISTERED VALUER Nº 801

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: ROB 00

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:18 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP270152 — ONLY

HISTORICAL FILE
(SEE REPLACEMENT SHEET 8F)

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2,250	
3	NOW LOTS 3 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
4	NOW LOTS 13-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
5	NOW LOTS 13-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 5
6	DRAINAGE RESERVE	
7	650	D.P. 285619
8	NOW LOTS 9, 10, 11 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 10
9	425	D.P. 285516
10	650	D.P. 285556
11	500	D.P. 285576
12	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 12 & 13
13	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 12 & 13
14	250	
15	425	D.P. 285601
16	550	D.P. 285617
17	300	NOW 285631
18	375	NOW DP285630
19	1200	
20	NOW LOTS 19-21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
21	725	
22	255	
23	245	
24	245	
25	460	
26	445	
27	0	~~COMMUNITY PROPERTY~~ FUTURE COMMUNITY PROPERTY
TOTAL	10,000	

REPLACEMENT SHEET 8E

Registered: LS 13-6-2000

This is sheet 8E of my plan in 15 sheets dated 19TH APRIL, 2000

Surveyor registered under Surveyors Act 1939

This is sheet of the plan of sheets as covered by subdivision certificate No. of

Authorised Person/~~General Manager/Accredited Certifier~~

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8D OF THE PLAN REGISTERED ON

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8F, 8G ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Paul Donovan of PONTON VALUATIONS P/L BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNITS SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 9/8/1997 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 16/5/2000

REGISTERED VALUER Nº 5028.

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: ROB 00

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:17 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ONLY

REPLACEMENT SHEET 8H

DP270152

Registered: 29.10.2002

This sheet 8H of my plan in 18 sheets dated 9th MAY 2002

Surveyor registered under Surveyors Act 1929

This sheet 2 of the plan of 2 sheets as covered by subdivision certificate No. 43 of 2002

Authorised Person/~~General Manager/Associated Corporation~~

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8G OF THE PLAN REGISTERED ON

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8I, 8J, ETC. AS THE CIRCUMSTANCES REQUIRE

COMMON SEAL

PETER BRIAN ICKLOW

ALAN CHESTER ICKLOW

SIGNED SEALED AND DELIVERED for and on behalf of LLOYDS TSB BANK LIMITED (CO 2710) by its attorney under power of attorney registered No 125

Lisa Xian
Credit Analyst

David Malcolm Mathison
Credit Administration Manager

Basma Fransso Ibrahim

I, ADAM W. ELLIS OF LANDMARK WHITE BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 25TH JULY, 2002 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 15th August 2002

Reduction Ratio 1:

Plan Drawing only to appear in this space — SURVEYOR'S REFFRENCE 808 C11

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2750	
3	NOW LOTS 7 & 8	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 5, 10 & 11
4	NOW LOTS 15-18 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 8 & 13
5	NOW LOTS 15-18 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 8 & 13
6	DRAINAGE RESERVE	
7	650	D.P. 285619
8	NOW LOTS 9,10 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 10 & 12
9	425	D.P. 285574
10	650	D.P. 285556
11	500	D.P. 285576
12	NOW LOTS 19-21INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 16
13	NOW LOTS 19-21INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
14	250	DP288774
15	425	D.P. 285601
16	550	D.P. 285617
17	300	D.P. 285631
18	375	D.P. 285630
19	NOW LOTS 28 & 29	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
20	NOW LOTS 22-27 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 15
21	NOW LOTS 30 & 31	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 17
22	755	
23	245	
24	245	
25	460	D.P. 285691
26	435	
27	0	FUTURE COMMUNITY PROPERTY
28	550	D.P. 285649
29	650	D.P. 285644
30	450	
31	NOW LOTS 32 & 33	COMMUNITY PLAN OF SUBDIVISION SEE SHT 18
32	137	
33	98	
TOTAL	10000	

HISTORICAL FILE.
SEE REPLACEMENT SHEET 8I

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:20 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ONLY

REPLACEMENT SHEET 8G

DP270152

Registered: 21.1.2002

This sheet 8G of my plan in 17 sheets dated 14th February 2002

Surveyor registered under Surveyors Act 1929

This sheet 2 of the plan of 2 sheets as covered by subdivision certificate No. 42 of 2002

Authorised Person/~~General Manager/Associated Corporation~~

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 8F OF THE PLAN REGISTERED ON

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8H, 8I ETC. AS THE CIRCUMSTANCES REQUIRE
8H, 8I

COMMON SEAL

PETER BRIAN ICKLOW

ALAN CHESTER ICKLOW

SIGNED SEALED AND DELIVERED for and on behalf of LLOYDS TSB BANK LIMITED (CO 2710) by its attorney under power of attorney registered No 125

Lisa Xian
Credit Analyst

David Malcolm Mathison
Credit Administration Manager

Basma Fransso Ibrahim

I, ADAM W. ELLIS OF LANDMARK WHITE BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 25TH JULY, 2002 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

DATE: 15th August 2002

Reduction Ratio 1:

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 808 C10

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2750	
3	NOW LOTS 7 & 8	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 4-10&11
4	NOW LOTS 15-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 & 13
5	NOW LOTS 15-18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 8 & 13
6	DRAINAGE RESERVE	
7	650	D.P. 285619
8	NOW LOTS 9,10 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 10 & 12
9	425	D.P. 285574
10	650	D.P. 285556
11	500	D.P. 285576
12	NOW LOTS 19-21INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
13	NOW LOTS 19-21INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
14	250	
15	425	D.P. 285601
16	550	D.P. 285617
17	300	D.P. 285631
18	375	D.P. 285630
19	NOW LOTS 28 & 29	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
20	NOW LOTS 22-27 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 15
21	NOW LOTS 30 & 31	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 17
22	755	
23	245	
24	245	
25	460	D.P. 285691
26	435	
27	0	FUTURE COMMUNITY PROPERTY
28	550	D.P. 285649
29	650	D.P. 285644
30	450	
31	235	
TOTAL	10 000	

HISTORICAL FILE

SEE REPLACEMENT SHEET 8H

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:19 of 49
Ref: /Src:U

PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SHEDULE

LOT	SCHEDULE OF UNIT ENTITLEMENT: UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2250	
3	NOW LOTS 7 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 10 & 11
4	NOW LOTS 13 TO 18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 13
5	NOW LOTS 13 TO 18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 13
6	DRAINAGE RESERVE	
7	650	D.P. 285479
8	NOW LOTS 9, 10, 11 & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 12
9	425	D.P. 285514
10	650	D.P. 285556
11	500	D.P. 285574
12	NOW LOTS 19 TO 21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 14
13	NOW LOTS 19 TO 21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 14
14	250	D.P. 285774
15	425	D.P. 285601
16	550	D.P. 285617
17	900	D.P. 285631
18	375	D.P. 285630
19	NOW LOTS 28 & 29	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
20	NOW LOTS 22 TO 27 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 15
21	NOW LOTS 30 & 31	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 17
22	NOW LOTS 36 TO 38 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 20 & 21
23	245	
24	245	
25	460	D.P. 285691
26	495	
27	0	FUTURE COMMUNITY LOT
28	550	D.P. 285663
29	650	D.P. 285664
30	490	
31	NOW LOTS 32 AND 33	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 18
32	137	
33	NOW LOTS 34 & 35	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 19
34	NOW LOTS 36 TO 38 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 20 & 21
35	82	
36	16	
37	76	
38	179	
TOTAL	10000	

HISTORICAL FILE:
SEE ADMIN SHEET DOCUMENT "A"

DP270152

REPLACEMENT SHEET 8'J'

Registered 3.12.2005

This is sheet 9 of my plan in 9 sheets dated 20.6.05

Surveyor registered under the Surveying Act, 2002

This is sheet 9 of the plan of 9 sheets covered by Subdivision Certificate No. of

Authorised Person/Council Member/Accredited Certifier

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 7 OF THE PLAN REGISTERED ON 7-10-2003.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8'K', 8'L' ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Adam Ellis of Landmark White BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 17/11/05 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE

SIGNATURE: ...
DATE: 17/11/05

I ..... OF ..... BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, HEREBY CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT ..... BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE.

SIGNATURE .....
DATE .....

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 02049-RNC-38

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:22 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

HISTORICAL FILE –
SEE REPLACEMENT SHEET '8J'

INITIAL SCHEDULE

LOT	SCHEDULE OF UNIT ENTITLEMENT: UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2250	
3	NOW LOTS 7 & 8	COMMUNITY PLAN OF SUBDIVISION, SEE SHEETS 10&11
4	NOW LOTS 13 TO 18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 13
5	NOW LOTS 13 TO 18 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 13
6	DRAINAGE RESERVE	
7	650	D.P. 285479
8	NOW LOTS 9,10,11, & 12	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 12
9	425	D.P. 285514
10	650	D.P. 285556
11	500	D.P. 285574
12	NOW LOTS 19 TO 21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 14
13	NOW LOTS 19 TO 21 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 14
14	250	D.P. 285774
15	425	D.P. 285601
16	550	D.P. 285617
17	300	D.P. 285631
18	375	D.P. 285630
19	NOW LOTS 28 & 29	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 16
20	NOW LOTS 22 TO 27 INCL.	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 15
21	NOW LOTS 30 & 31	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 17
22	255	
23	245	
24	245	
25	460	D.P. 285691
26	495	
27	0	FUTURE COMMUNITY LOT
28	550	D.P. 285663
29	650	D.P. 285664
30	490	
31	NOW LOTS 32 & 33	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 18
32	137	
33	NOW LOTS 34 & 35	COMMUNITY PLAN OF SUBDIVISION, SEE SHEET 19
34	16	
35	82	
TOTAL	10000	

AMENDED BY ME 29th SEPT 2003

DP270152

REPLACEMENT SHEET 8'I'

Registered 30.10.2003

This is sheet 2 of my plan in 2 sheets dated 9th January, 2002

Surveyor registered under the Surveyors Act, 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Authorised Person

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

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET8H OF THE PLAN REGISTERED ON 29.10.2002.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8J, 8K ETC. AS THE CIRCUMSTANCES REQUIRE.

I, Adam Ellis of Landmark White BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE UNIT SCHEDULE ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 14/4/03 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDULE.

DATE: 14/4/03

Reduction Ratio

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: BOBC13

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:21 of 49
Ref: /Src:U

PLAN FORM 2 — Plan Drawing only to appear in this space — * OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

ADDITIONAL SHEET 10 OF DP 270152

Registered: 26.2.1998

C.A. N° 17/1998 OF 12.2.1998

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 8737-8*, 91*

Last Plan: DP 270152

PLAN OF SUBDIVISION OF LOT 9 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1:1000

LGA: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 7 sheets. (Delete if inapplicable).

I, BRENT DOUGLAS ANNIS - BROWN of P.O. BOX 208 PENNANT HILLS, 2120

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1996 and was completed on 2ND SEPTEMBER 1997

Signature: ...
Surveyor registered under Surveyors Act, 1929.
Datum Line of Azimuth: 'A-B'
THIS SURVEY RELATES TO LOTS 7 & 8 INCLUSIVE
ZONE: SUBURBAN

Plans used in preparation of survey/compilation.

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

THIS IS SHEET 10 OF D.P. 270152 AND IT REPLACES SHEET 9 AS REGARDS LOT 9

DETAIL PLAN

SURVEYOR'S (PRACTICE) REGULATION 1996 : CLAUSE 32(2)

MARK	I.S.G. CO-ORDINATES EASTING	NORTHING	ZONE	ACC
SSM 26298	287 650 · 817	1 798 219 · 060	56	2
SSM 36786	288 108 · 935	1 799 117 · 596	56	2
SSM 41040	288 762 · 357	1 798 111 · 680	56	2

SOURCE : I.S.G. CO-ORDINATES ADOPTED FROM SCIMS AT 2ND SEPTEMBER 1997
COMBINED SEA LEVEL & SCALE FACTOR = 0·99996

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	36° 31' 40"	93·09	96·075	192
2	36° 30' 00"	86·49	87·125	208
3	78° 33' 50"	56·71	57·69	92
4	89° 21' 10"	15·175	15·21	66
5	89° 57' 30"	51·72	51·855	208·5
6	19° 30' 00"	61·6	61·97	131·5
7	338° 51' 00"	19·08	19·305	96·5

HUME HIGHWAY

PT. 2

8 94·07 ha.

7 4·786 ha (x)

1

COMMUNITY PROPERTY

(X) RESERVATIONS & CONDITIONS IN CROWN GRANT
(Y) LAND EXCLUDES MINERALS - SEC. 141 PW ACT, 1912.
(Z) BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VAR. EASEMENT FOR SERVICES 30 WIDE & VAR. RIGHT OF FOOTWAY } DP 828871

Crown Lands Office Approval

PLAN APPROVED ... Authorised Officer

Land District ...
Paper No. ...
Field Book ... pages ...

Council's Certificate

I hereby certify that —
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
* (b) the requirements of [Part 2 Division 2 of the Water Board Act 1994 or S7(p1) 3 Division 1 of the Hunter Water Board (Corporation) Act 1991

have been complied with by the applicant in relation to the proposed ... Subdivision.

Street New road: submission or completion not set out herein

Subdivision No. ... Dated 17 of 1998

Delegated ... Authorised Person

Council File No. 985.98.3

* This part of certificate to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land to be subdivided is wholly within the areas of operations of the Water Board and the Hunter Water Corporation (or Delete if inapplicable)

SURVEYOR'S REFERENCE 808 C3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:24 of 49
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — * OFFICE USE ONLY

DP 270152

Registered: 24-2-1998

This sheet 9 of my plan in 9 sheets dated 5th MARCH, 1997

Surveyor registered under Surveyors Act 1929

This sheet 9 of the plan of 9 sheets covered by my Certificate No. 16 of 1998.

Council Manager/Authorised Person

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

Reduction Ratio 1: NIL

SIGNATURES AND SEALS ONLY

The Common Seal of ... LAWSTON

Jean Betty Haley be her Attorney Erin Eyers pursuant to power of attorney registered 7058676/4 And I declare I have no notice of the revocation of such power of Attorney

REGISTERED

ALWR Goldsmith
J.M. McConville

PURSUANT TO HER ATTORNEY E REGISTRATION DOCUMENT NO. 4111

Maxine Fredrick Bergman

CARWILL PTY. LIMITED A.C.N. 000 087 454

DIRECTOR

SECRETARY

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 808 C2

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:23 of 49
Ref: /Src:U

PLAN FORM 2 — Plan Drawing only to appear in this space — * OFFICE USE ONLY (E)

SIGNATURE AND SEALS ONLY.

DP270152 (ADDITIONAL) 12

Registered: 27.8.1998

CA: No.55/1998 OF 10.7.1998

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 8237-8*, 91*

Last Plan: DP270152

PLAN OF SUBDIVISION OF LOT 8 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1: 1000

LGA: CAMPBELLTOWN

Suburb/Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

Survey Certificate (Surveyors (Practice) Regulation 1996)

I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 708 PENNANT HILLS 2120

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 30th June 1998

This survey relates to LOTS 9, 10, 11, 12 INCLUSIVE

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

Datum Line: 'A'-'B'

Zoning: Suburban/Rezoning (Signature) Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation.

D.P. 270152

PANEL FOR USE ONLY for 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

IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY (5 WIDE)

ACCESS

THIS IS SHEET 12 OF D.P. 270152 AND IT REPLACES SHEET 10 AS REGARDS LOT 8

DETAIL PLAN

SURVEYOR'S (PRACTICE) REGULATION 1996 : CLAUSE 33 (2)				
MARK	I.S.G. CO-ORDINATES		ZONE	ACC
	EASTING	NORTHING		
SSM 24238	287 650 · 817	6238 213 · 060	56	2
SSM 36786	288 108 · 935	6239 117 · 596	56	2
SSM 41040	288 762 · 357	6238 111 · 480	56	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM SCIMS AT 2ND SEPTEMBER 1997

COMBINED SEA LEVEL & SCALE FACTOR = 0.99994

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	346° 31' 40"	93·09	94·025	192
2	346° 30' 00"	86·49	87·125	208
3	28° 32' 50"	56·71	57·65	92
4	89° 21' 10"	15·175	15·21	66
5	89° 57' 30"	51·72	51·855	208·5
6	79° 30' 00"	61·4	61·97	131·5
7	338° 51' 00"	19·08	19·305	36·5
8	113° 50' 50"	53·235	55·74	53·5
9	249° 17' 30"	12·375	12·65	13·5
10	360° 00'	17		
11	71° 12'	16·755	17·06	26
12	23° 19'	9·9		
13	2° 49' 50"	719·55	722·31	259

THE COMMUNITY PLAN IS PART OF A STAGED SCHEME, THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

* (b) the requirements of (Part 3 Division 2 of the Water Board Act 1987, or (Part 5 division 7 of the Hunter Water Board (Corporatisation) Act 1991

have been complied with by the applicant in relation to the proposed SUBDIVISION Stage(if any) .....or alternatively, is not required to be complied with as set out hereon

Subdivision No. 55 of 1998

Date 10th JULY 1998

Signature .....

General Manager / Authorised Person

Council File No. 7646.70

* This part of certificate is to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE: 808 C4

(M) RESERVATIONS & CONDITIONS IN THE CROWN GRANT :
(M) LAND EXCLUDES MINERALS - SECTION P.W. ACT 1912
(Z) BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VAR. - EASEMENT FOR SERVICES 30 WIDE & VAR. - RIGHT OF FOOTWAY } DP 828871

(A) RIGHT OF CARRIAGEWAY (5 WIDE)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:26 of 49

Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — * OFFICE USE ONLY

DP 270152 ADDITIONAL Sh. 11

Registered: 26.2.98

This is sheet 11 of my plan in 12 sheets dated 2nd SEPTEMBER, 1997

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 17 of 1998.

Authority Manager/Authorised Person

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

Reduction Ratio 1:

SIGNATURES AND SEALS ONLY

E Byers Jean Betty Byers by her attorney Leon Byers pursuant to power of Attorney registered No 7018676/4 and I declare I have no notice of the revocation of such power E Byers Attorney

AE Guard as her attorney E J Sylvester Power of Attorney Book 4444 No 911

Nathis Secretary

CARAN LIMITED C.N. 151 272

CARWILL PTY. LIMITED A.C.N. 000 087 474

SURVEYOR'S REFERENCE: 808 C4

Plan Drawing only to appear in this space

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:25 of 49

Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

ADDITIONAL SHEET 14 ONLY

DP270152

registered: 8-12-1999

LGA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8277-8-93

Last Plan:

PLAN: OF SUBDIVISION OF LOTS 12 AND 13 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1: 1000

L.G.A.: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in TWO sheets. (Delete if inapplicable)

Surveyors (Practice) Regulation 1996

I, BRENT DOUGLAS ANNIS - BROWN of P.O. BOX 708 PENNANT HILLS 1715

a surveyor registered under the Surveyors Act 1978, hereby certify that this survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 13TH JANUARY 2000

the survey relates to LOTS 13 TO 21 INCLUSIVE

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

Datum Line: 'A' - 'B'

Zone: Suburban/County

(Signature)

Surveyor registered under the Surveyors Act 1978

Plans used in preparation of survey/compilation

D.P. 270152

PANEL FOR USE ONLY for statements of intension to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

THIS IS SHEET 14 OF D.P. 270152 AND IT REPLACES SHEET 12 AND 13 IN RECORDS LOTS 12 AND 13

SURVEYORS (PRACTICE) REGULATION 1996 : CLAUSE 32 (2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	ACC
SSM 36786	288 108 · 935	1259 117 · 596	561	2
SSM 41040	288 762 · 957	1258 111 · 480	561	4
SSM 95070	287 507 · 429	1258 006 · 065	561	4

SOURCE : MGA CO-ORDINATES ADOPTED FROM SCIMS AT 20TH AUGUST 1999

COMBINED SEA LEVEL & SCALE FACTOR = 0.99996

SIGNATURES AND SEALS ONLY

SIGNED in my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its attorney PETER KEBBETS who is personally known to me and who holds the position of ATTORNEY GIO FINANCE LIMITED (ACN 002 812 704) pursuant to the Power of Attorney dated 9 May 1997 Registered Book 4166 No. 392

Witness

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 160 100

PETER BRIAN ICKLOW

ALIX ESTHER ICKLOW

Crown Lands Office Approval

PLAN APPROVED

Authorised Officer

Land District

Paper No. pages

Field Book

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 hereon

(Insert 'Subdivision' or 'new road')

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: CAMPBELLTOWN CITY COUNCIL

Date of endorsement: 20 JANUARY 2000

Accreditation No.

Subdivision Certificate No. 7 OF 2000

File No.: 82389

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: BOB C7

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	189°46'	8-47		
2	28°40'	12-115	12-115	259
3	90°00'	17-89		
4	35°00'15"	183-225	185-385	192
5	95°19'35"	100-025	107-455	88
6	68°29'20"	78-82	80-14	127
7	41°16'50"	94-745	94-799	191
8	126°04'	17		
9	28°16'50"	95-103	95-21	191
10	96°31'35"	101-93	102-95	209
11	3°34'	8-485		
12	179°16'10"	131-89	139-34	122
13	179°02'15"	79-799	82-815	88
14	313°11'	9-52		
15	303°05'	22-08	22-195	63
16	269°00'00"	44-09		
17	305°46'10"	95-485		
18	214°30'00"	79-42	80-005	191
19	186°04'10"	226-503	239-425	259
20	186°39"	22-35		
21	205°13'	9-9		
22	291°12'	16-755	17-06	26
23	180°00'	17		
24	90°00'00"	35-24		
25	69°12'	12-375	12-65	17-5
26	152°30'	28-015		
27	248°30'	24-315		

DIAGRAM 1:800

(W) RESERVATIONS AND CONDITIONS ~ VIDE CROWN GRANT

(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE ~ VIDE DP 285514

(Y) LAND EXCLUDES MINERALS ~ VIDE SEC 141 PW ACT 1912.

(Z) BENEFITED BY - RIGHT OF CARRIAGEWAY 30 WIDE & VAR. - EASEMENT FOR SERVICES 30 WIDE & VAR. - RIGHT OF FOOTWAY } DP 828871

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:28 of 49

Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

(W) RESERVATIONS & CONDITIONS IN CROWN GRANT

(Y) LAND EXCLUDES MINERALS - SEC.141 PW ACT 1912

(Z) BENEFITED BY :-
RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE
EASEMENT FOR SERVICES 30 WIDE & VARIABLE } DP828871
RIGHT OF FOOTWAY

SURVEYORS (PRACTICE) REGULATION 1996 : CLAUSE 32 (2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	ACC
SSM 95070	287 507 · 429	1258 006 · 065	561	4
SSM 36786	288 108 · 935	1259 117 · 596	561	2
SSM 41040	288 762 · 957	1258 111 · 480	561	4

SOURCE : MGA CO-ORDINATES ADOPTED FROM SCIMS AT 20TH AUGUST 1999

COMBINED SEA LEVEL & SCALE FACTOR = 0.99996

DP270152

ADDITIONAL SHEET 15

Registered: 8-12-1999

LGA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8277-8-93

Last Plan: DP270152

PLAN: OF SUBDIVISION OF LOT 4 & 5 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1:1000

L.G.A.: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

Surveyors (Practice) Regulation 1996

I, BRENT DOUGLAS ANNIS - BROWN of P.O. BOX 708 PENNANT HILLS 1715

a surveyor registered under the Surveyors Act, 1978, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 13TH JANUARY 2000

the survey relates to LOTS 13 TO 18 INCLUSIVE

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

Datum Line: A - B

Zone: Suburban/County

(Signature)

Surveyor registered under the Surveyors Act, 1978

Plans used in preparation of survey/compilation

D.P. 270152

PANEL FOR USE ONLY for statements of intension to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

THIS IS SHEET 15 OF D.P. 270152 AND IT REPLACES SHEET 5 AS REGARDS LOTS 4 & 5

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	210°18'10"	63-51	65-76	60-5
2	287°28'	16-5		
3	349°02'00"	51-33	52-09	88
4	95°58'	17		
5	159°35'10"	63-195	65-44	71
6	133°11'	16-065		
7	133°11'	0-89		
8	43°11'00"	38-495		
9	133°11'	6-065		
10	115°19'	15-955	16-215	76
11	133°11'	19-445		
12	125°05'	22-08	22-195	61
13	133°11'	9-52		
14	5°30'	17-515		
15	28°12'50"	56-71	57-65	92
16	24°30'00"	86-49	87-125	208
17	36°31'40"	93-09	94-025	192
18	95°24'	8-485		
19	173°16'40"	131-89	139-34	122
20	179°02'10"	79-795	82-815	88
21	128°56'10"	17-72	18-115	16-5
22	146°46'00"	26-505	26-555	36

RIGHT OF CARRIAGEWAY (5 WIDE) - EASEMENT FOR SERVICES (5 WIDE) (D.P. 828871)

SIGNATURES AND SEALS ONLY

SIGNED in my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its Attorney who is personally known to me and who holds the position of Attorney GIO FINANCE LIMITED (ACN 002 812 704) pursuant to the Power of Attorney dated 9 May 1997 Registered Book 4166 No. 392

Witness

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 160 100

PETER BRIAN ICKLOW

ALIX ESTHER ICKLOW

THE MITRE CLUB (SYDNEY) LIMITED TRUST ASSOCIATION by its Attorney who is personally known to me and who holds the position of Attorney pursuant to the Power of Attorney dated 22 May 1996 Registered Book 4166 No. 228 in the Office of the Recording Authority

Witness

THOMAS ROBERT DIMMICK

Crown Lands Office Approval

PLAN APPROVED

Authorised Officer

Land District

Paper No.

Field Book pages

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 hereon

(Insert 'Subdivision' or 'new road')

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority

Date of endorsement: 28 OCTOBER 1999

Accreditation No.:

Subdivision Certificate No. 73 OF 1999

File No.: 82622

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: BOB C6

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:27 of 49

Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109 Common Seal

PETER BRIAN ICKLOW FELIX ESTHER ICKLOW

Dated at Sydney this 30 day of October 2000

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney John Terrance Hay who certifies that he is ... for a Banking purposes to Power of Attorney dated ... and ... Book 4228

Signed in the presence of: (Signature)

Rhonda Elizabeth Wells (Print Name)

Assistant Manager (Title)

Crown Lands Office Approval

PLAN APPROVED ... Authorised Officer

Land District ...

Paper No ...

Field Book ... pages ...

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')

Mark F. Dowdy

*Authorised Person/General Manager/Accredited Certifier

Consent Authority ...

Date of endorsement: 7TH SEPTEMBER 2000

Accreditation No ...

Subdivision Certificate No.: 76 of 2000

File No: 84626

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 808/CB

SURVEYORS (PRACTICE) REGULATION 1996 - CLAUSE 32 (2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	ACC
SSM 36786	288 108.335	1239 117.596	561	2
SSM 41040	288 762.357	1238 111.680	561	4
SSM 95010	287 507.629	1238 006.065	561	4

SOURCE - MGA CO-ORDINATES ADOPTED FROM SCIMS AT 21ST JUNE 2000

COMBINED SEA LEVEL & SCALE FACTOR = 0.99994

(X) REGNS. & COUDNS - VIDE CROWN GRANT

(Y) LAND EXCLUDES MINERALS - S.141 PUB. WORKS ACT, 1912

BENEFITED BY: RIGHT OF CARRIAGEWAY : EASEMENT FOR SERVICES : RIGHT OF FOOTWAY } DP 828871

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	28°40'	12.115	12.115	259
2	55°09'15"	163.225	168.585	192
3	45°19'35"	100.905	107.455	88
4	28°25'20"	78.82	80.14	127
5	41°16'50"	34.745	34.795	191
6	84°00'	12.17		
7	30°00'	6.275		
8	208°21'	13.86	13.88	242

HIGHWAY

HUME

(VAN WYKE)

LOAD CASTLEREAGH CRCT

BARRACK (13 WIRE) CIRCUIT

D. P. 770152

D. P. 795574

D. P. 785574

28 3.637ha

29 3.951ha

21

22

2

7

SSM 95010 - SSM 41040 85°11'54" 1759.434 BY CO-ORDS (GROUND) 85°12'01" 1759.367 BY SURVEY

SSM 36786 FD. 90°00'00" 25.975 (D.P.770152)

SSM 108944 FD. 95°05'00" 6.35 & 13.96 (D.P.785574)

SSM 108946 FD. 95°05'00" 6.35 (D.P.785574)

SSM 108946 - SSM 108944 85° 11' 05" 259.525

SSM 108944 FD. 193°16'55" 13.93 (D.P.785574)

SSM 108946 FD.

"A" to SSM 95010 FD.

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	28°16'50"	93.105	93.21	191
2	26°37'00"	30.01	30.04	209
3	40°18'45"	71.95	72.31	209
4	5°39"	8.985		
5	137°38'05"	71.65	72.72	122
6	178°53"	14.885		
7	10°41'	19.01		
8	190°21'15"	65.795	66.62	122
9	179°02'15"	79.795	82.815	88
10	303°05'	22.08	22.195	63
11	349°01'	51.93	52.07	86

ADDITIONAL SHEET 16

DP270152

Registered: 13.11.2000

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8237-93

Last Plan: DP 270152

PLAN: OF SUBDIVISION OF LOT 19 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1:500

L.G.A.: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in ... sheets. (Delete if inapplicable)

Surveyors (Practice) Regulation 1996

I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 708 PENNANT HILLS 1715

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 13TH APRIL 2000. The survey relates to LOT 19 IN DP 270152

(Insert location of survey)

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

Datum Line: 'A' - 'B'

Zone: Subordinate/Orthodrome

(Signature) ...

Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation

D.P. 270152

D.P. 785574

D.P. 785574

PANEL FOR USE ONLY for statements of intension to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

AREA AMENDED; DISTANCES & BEARINGS ADDED TO NE BDY. OF LOT 28 IN LTO AT SURVEYOR'S REQUEST

THIS IS SHEET 16 OF D.P. 270152 AND IT REPLACES SHEET 16 AS REGARDS LOT 19

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:30 of 49

Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109 Common Seal

PETER BRIAN ICKLOW FELIX ESTHER ICKLOW

THE UNITING CHURCH (NSW) TRUST ASSOCIATION A.C.N. 000 007 660

By its Attorney who hereby states that he has no notice of the revocation of Power of Attorney dated the 29th day of April 1999 Book 4253 Registered No 329 at the time of his executing this instrument.

... presence of ... on behalf of ... CHURCH (NSW) TRUST ASSOCIATION A.C.N. 000 007 660

... PHILIP JOHN SLADE ... personally known to me

Anthony Robert Di Jiavito

Crown Lands Office Approval

PLAN APPROVED ... Authorised Officer

Land District ...

Paper No ...

Field Book ... pages ...

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')

Mark F. Dowdy

*Authorised Person/General Manager/Accredited Certifier

Consent Authority ...

Date of endorsement: 10TH MAY 2000

Accreditation No ...

Subdivision Certificate No.: 39 of 2000

File No: 86985

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 808/CB

SURVEYORS (PRACTICE) REGULATION 1996 - CLAUSE 32 (2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	ACC
SSM 36786	288 108.335	1239 117.596	561	2
SSM 41040	288 762.357	1238 111.680	561	4
SSM 95010	287 507.629	1238 006.065	561	4

SOURCE - MGA CO-ORDINATES ADOPTED FROM SCIMS AT 21ST SEPTEMBER 1999

COMBINED SEA LEVEL & SCALE FACTOR = 0.99994

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	28°16'50"	93.105	93.21	191
2	26°37'00"	30.01	30.04	209
3	40°18'45"	71.95	72.31	209
4	5°39"	8.985		
5	137°38'05"	71.65	72.72	122
6	178°53"	14.885		
7	10°41'	19.01		
8	190°21'15"	65.795	66.62	122
9	179°02'15"	79.795	82.815	88
10	303°05'	22.08	22.195	63
11	349°01'	51.93	52.07	86

HIGHWAY

HUME

LOAD CASTLEREAGH CRCT

TOWERS CIRCUIT

FOUREAUX (13 WIRE) CIRCUIT

WEBB PLACE

MACQUARIE (13 WIRE LINE) LINKS AVENUE

MACQUARIE (13 WIRE LINE) LINKS DRIVE

P. P. 770152

P. P. 770151

P. P. 770153

P. P. 770154

P. P. 770155

P. P. 770156

P. P. 770157

P. P. 770158

P. P. 770159

P. P. 770160

P. P. 770161

P. P. 770162

P. P. 770163

P. P. 770164

P. P. 770165

P. P.

PLAN FORM 2

Plan Drawing only to appear in this space

ADDITIONAL SHEET 18

DP270152

*OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

Common Seal — JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 166 109

PETER BRIAN ICKLOW — ALIX ESTHER ICKLOW

SIGNED SEALED AND DELIVERED
For and on behalf of ST GEORGE BANK LIMITED (A.C.N. 055 513 070) by its attorneys under power of attorney registered No. 528 Book 4188

ATTORNEY Print Name: David Malcolm Matheson — Position Held: Credit Administration Manager

ATTORNEY Print Name: Lisa Alan — Position Held: Credit Analyst

WITNESS Print Name: Dasma Pranso Ibrahim

Dated at Sydney this 6th day of September 2002
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney JOHN TERRANCE HAY who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 810 Book 4228

Signed in the presence of: Medcalf (Signature) — NICOLE ELIZABETH MEDCALF (Print Name) — ASSISTANT MANAGER (Title)

Crown Lands Office Approval

PLAN APPROVED
Authorised Officer
Land District
Paper No.
Field Book ..... pages .....

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
Date of endorsement 20TH JUNE 2002
Accreditation No.
Subdivision Certificate No. 43 of 2002
File No. 9386

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 808 C11

SCHEDULE OF REFERENCE MARKS

N°	BEARING	DISTANCE	TYPE
a	348° 35'	5·93	D.H.& W. FD. (D.P.270152)
b	283° 53'	3·905 & 13·345	D.H.& W°1 FR.(D.P.270152)
c	142° 15'	3·815 & 10·365	D.H.& W°1 FR.(D.P.270152)
d	206° 02'	2·86 & 12·54	D.H. & W°1 PL.

(W) RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)
(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE - VIDE DP 285514
(Y) LAND EXCLUDES MINERALS - VIDE SEC 141 PUBLIC WORKS ACT 1912
(Z) BENEFITED BY DP828871
- RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE
- RIGHT OF FOOTWAY

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	126°56'35"	35		
2	220°09'45"	34·795	34·795	191
3	207°18'15"	78·82	80·14	127
4	224°12'30"	100·905	107·455	88
5	234°02'10"	169·225	168·585	192
6	208°59'	17·89		
7	207°25'	13·2	13·2	259
8	115°58'	28·645		
9	42°25'25"	43·915		
10	49°17'	10		
11	17°52'20"	34·005		
12	37°54'15"	45·385		
13	41°21'55"	36·855		
14	186°26'	8·485		
15	215°24'40"	101·93	102·95	209
16	208°09'45"	45·105	45·21	191
17	181°20'30"	219·56	221·225	259
18	169°26'	22·35		
19	202°06'	7·9		
20	250°05'	16·755	17·06	26
21	178°53'	17		
22	88°52'55"	35·24		
23	68°10'	12·375	12·65	17·5
24	151°29'	28·015		

CONNECTION : SSM 95070 TO SSM 36786
27°16'40" - 1265·660 BY SURVEY
27°16'40" - 1265·668 BY CO-ORDS (GROUND)
SSM 108969 - SSM 121787
274°42'50" - 389·008

SURVEYORS (PRACTICE) REGULATION 2001 : CLAUSE 92(2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	CLASS/ ORDER
SSM 36786	303 459·221	6 238 551·609	56	B/2
SSM 41040	304 176·839	6 237 558·370	56	C/U
SSM 95070	302 874·043	6 237 478·409	56	C/U

SOURCE : MGA CO-ORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR :1·000069

(A) EASEMENT FOR PADMOUNT SUBSTATION (7·75 WIDE) (D.P. 285663)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

C.A. SEE CERTIFICATE
Registered: 29.10.2002
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U8237-8 #, 91#
Last Plan: DP270152

PLAN OF:
SUBDIVISION OF LOT 31 D.P.270152

Lengths are in metres. Reduction Ratio 1:1000

L.G.A.: CAMPBELLTOWN
Locality: MACQUARIE LINKS
Parish: MINTO
County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

Surveyors (Practice) Regulation 1996 2001
I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 708 PENRANT HILLS, 1715
a surveyor registered under the Surveyors Act, 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 27TH MAY, 2002
the survey relates to LOTS 31, 32 AND 33
(Here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Datum Line: A - B
Zone: Eastern/Central
(Signature) ..... Date: 29.10.2002
Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation
D.P. 270152
D.P. 285663
D.P. 285664
D.P. 285556
D.P. 285514

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

THIS IS SHEET 18 OF P.270152 AND IT REPLACES SHEET 17 AS REGARDS LOT 31

DETAILS RM FD (DP285663) AMENDED TO 3.85 VIDE 2003/2637 2.6.2009

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:32 of 49
Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

ADDITIONAL SHEET 17

DP270152

*OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

Common Seal — JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 166 109

PETER BRIAN ICKLOW — ALIX ESTHER ICKLOW

Lisa Alan — Credit Analyst

Dasma Pranso Ibrahim

Dated at Sydney this 6th day of September 2002
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney JOHN TERRANCE HAY who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 810 Book 4228

Signed in the presence of: Medcalf (Signature) — NICOLE ELIZABETH MEDCALF (Print Name) — ASSISTANT MANAGER (Title)

Crown Lands Office Approval

PLAN APPROVED
Authorised Officer
Land District
Paper No.
Field Book ..... pages .....

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
Date of endorsement 20TH JUNE 2002
Accreditation No.
Subdivision Certificate No. 42 of 2002
File No. 9386

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

*Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 808 C10

SCHEDULE OF REFERENCE MARKS PLACED

N°	BEARING	DISTANCE	TYPE
a	348° 35'	5·93	D.H. & W
b	283° 53'	3·905 & 13·345	D.H. & W°1
c	142° 15'	3·815 & 10·365	D.H. & W°1

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	126°56'35"	35		
2	220°09'45"	34·795	34·795	191
3	207°18'15"	78·82	80·14	127
4	224°12'30"	100·905	107·455	88
5	234°02'10"	169·225	168·585	192
6	208°59'	17·89		
7	207°25'	13·2	13·2	259
8	115°58'	28·645		
9	42°25'25"	43·915		
10	49°17'	10		
11	17°52'20"	34·005		
12	37°54'15"	45·385		
13	41°21'55"	36·855		
14	186°26'	8·485		
15	215°24'40"	101·93	102·95	209
16	208°09'45"	45·105	45·21	191
17	181°20'30"	219·56	221·225	259
18	169°26'	22·35		
19	202°06'	7·9		
20	250°05'	16·755	17·06	26
21	178°53'	17		
22	88°52'55"	35·24		
23	68°10'	12·375	12·65	17·5
24	151°29'	28·015		

CONNECTION : SSM 95070 TO SSM 36786
27°16'40" - 1265·660 BY SURVEY
27°16'40" - 1265·668 BY CO-ORDS (GROUND)
SSM 108969 - SSM 121787
274°42'50" - 389·008

SURVEYORS (PRACTICE) REGULATION 2001 : CLAUSE 92(2)

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	CLASS/ ORDER
SSM 36786	303 459·221	6 238 551·609	56	B/2
SSM 41040	304 176·839	6 237 558·370	56	C/U
SSM 95070	302 874·043	6 237 478·409	56	C/U

SOURCE : MGA CO-ORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR :1·000069

(W) RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)
(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE - VIDE DP285514
(Y) LAND EXCLUDES MINERALS - VIDE SEC 141 PUBLIC WORKS ACT 1912
(Z) BENEFITED BY DP828871
- RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE
- RIGHT OF FOOTWAY

(A) EASEMENT FOR PADMOUNT SUBSTATION (7·75 WIDE) (D.P. 285663)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

C.A. SEE CERTIFICATE
Registered: 27.9.2002
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U8237-8 #, U8237-91 #
Last Plan: DP270152

PLAN OF:
SUBDIVISION OF LOT 21 D.P.270152

Lengths are in metres. Reduction Ratio 1:1000

L.G.A.: CAMPBELLTOWN
Locality: MACQUARIE LINKS
Parish: MINTO
County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

Surveyors (Practice) Regulation 1996 2001
I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 708 PENRANT HILLS, 1715
a surveyor registered under the Surveyors Act, 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 21 FEB. 2002
the survey relates to LOTS 20, 21 AND 31
(Here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Datum Line: A - B
Zone: Eastern/Central
(Signature) ..... Date: 27.9.2002
Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation
D.P. 270152
D.P. 285663
D.P. 285664
D.P. 285556
D.P. 285514

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

THIS IS SHEET 17 OF D.P.270152 AND IT REPLACES SHEET 16 AS REGARDS LOT 21

DETAILS RM FD (DP285663) AMENDED TO 3.85 VIDE 2003/2637 2.6.2009

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:31 of 49
Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

PETER BRIAN HOLMLVIST

ALIX ESTHER ICKLOW

SIGNED SEALED AND DELIVERED by
BARNS on behalf of
BT TRUSTEE BANK LIMITED
(A.C.N. 005 137 078) by its
attorneys under power of
attorney registered No. 198
Book 4182

Kelley Gosling
Credit Analyst

Dated at Sydney this 5TH Day of NOVEMBER 2005
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney JOHN WARKENS
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 164 Book 4188

Signed in the presence of

CHRIS GILBERT
(Print Name)

ASSISTANT MANAGER
(Title)

Department of Lands 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 No.: .....

Office: .....

Subdivision Certificate

I hereby 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 hereon
(Insert 'subdivision' or 'new road')

* Authorised Person / General Manager / Accredited Certifier

Consent Authority: .....

Date of endorsement: 25TH OCTOBER 2005

Accreditation no: .....

Subdivision Certificate no: 59 of 2005

File no. 100024

* In the plan is to be lodged electronically in Land and Property Information, it should include a signature in an electronic or digital form approved by the Registrar-General.

* Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 02049-RMC-38 POLICY 9 EXEMPTION OPTION

SCHEDULE OF REFERENCE MARKS PLACED ... FOUND

MARK No	TYPE	BEARING	DISTANCE	ORIGIN
RM7	DH&W	259°23'	6.835	PLACED
RM8	DH&W's	250°26'	3.695 & 20.74	PLACED
RM9	DH&W's	70°26'	8.83 & 25.875	PLACED
RM10	DH&W's	8°22'50"	9.805 & 13.04	PLACED
RM11	DH&W	8°22'50"	13.185	PLACED
	SSM126526 FD	106°44'	3.94	BY SURVEY
RM12	DH&W's FD	71°55' (R)	6.615 (R)	DP 285663
		124°57'	19.11 (R)	DP 285663
RM16	CONC BLOCK FD	190°49	0.455	DP 240335
RM17	GIP	303°18'	5.515	PLACED
RM18	CONC BLOCK FD	122°37'	0.455	DP 240335
RM19	GIP	89°06'	0.69	PLACED
RM20	GIP	192°49'	0.59	PLACED
RM21	DH&W's FD	240°32'	4.22	DP 285691
		258°31'	13.105	DP 285691
RM22	DH&W's FD	291°53'	4 & 13.6	DP 285691

(R) - RE-REFERENCED BY SURVEY

DETAIL PLAN
SHEET 1 OF 2 SHEETS

M.G.A.

DP270152
ADDITIONAL SHEET 20

Registered 8.12.2005

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8237-8, 91

Last Plan: DP270152

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOTS 22 AND 34 IN D.P.270152 AND EASEMENT FOR DRAINAGE OF WATER 2 WIDE AND VARIABLE AFFECTING LOT 23 DP270152

Lengths are in metres. Reduction Ratio 1:1600

L G A CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets.
(Delete if inapplicable)

Surveying Regulation 2001

I, RICHARD LAWRENCE McCLENAHAN
of BRUNSKILL McCLENAHAN & ASSOCIATES P/L
SUITE 22, 1-3 HAVILAH STREET, CHATSWOOD
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, 2001 and was completed on 8 DECEMBER 2004
The survey relates to LOTS 36, 37 & 38
(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature) ..... Dated 20-6-05
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'
Type: Urban/Rural

Plans used in preparation of survey/compilation.
DP 270152
DP 285663
DP 285792
DP 285691
DP 240335

PANEL FOR USE ONLY for 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 IT IS INTENDED TO CREATE:
1. EASEMENT FOR DRAINAGE OF WATER (2.4 AND 2.5 WIDE)
2. RIGHT OF ACCESS AND EASEMENT FOR SERVICES (17 WIDE AND VARIABLE)
3. EASEMENT FOR DRAINAGE OF WATER (2 WIDE AND VARIABLE)
4. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT (VARIABLE WIDTH)
5. RIGHT OF ACCESS (VARIABLE WIDTH)
6. EASEMENT FOR DRAINAGE OF WATER (VARIABLE WIDTH)
7. RIGHT OF USE
8. EASEMENT FOR GARBAGE COLLECTION (VARIABLE WIDTH)

THESE ARE SHEETS 20 & 21 OF DP270152 AND REPLACE SHEET 15 AS REGARDS LOT 22 AND SHEET 19 AS REGARDS LOT 34

LOTS 96, 37 & 38 ARE DEVELOPMENT LOTS

SCHEDULE OF SHORT LINES AND ARCS

No.	BEARING	DISTANCE	ARC	RADIUS
1	29°29'	1.0	1.0	209
2	358°59'40"	22.97	23.005	122

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FILE: 02049-RMC-38.DWG

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:34 of 49
Ref: /Src:U

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

ALIX ESTHER ICKLOW
Secretary

PETER BRIAN ICKLOW
Director

Dated at Sydney this 15th Day of AUGUST 2003
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney JOHN WARKENS who certifies that he is Property & Construction Manager and that he holds the office specified and is the attorney registered No. 164 Book 4188

(Signature)

YANNICK CAIN
(Print Name)

ASSISTANT MANAGER
(Title)

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District: .....

Paper No. .....

Field Book: ..... pages .....

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 hereon
(Insert 'subdivision' or 'new road')

* Authorised Person / General Manager / Accredited Certifier

Consent Authority: .....

Date of endorsement: 4TH July 2003

Accreditation No. .....

Subdivision Certificate No. 49 of 2003

File No.: 107373

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

* Delete whichever is inapplicable

(W) RESERVATIONS AND CONDITIONS - SEE CROWN GRANT.
(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE - DP 285514
(Y) LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
(Z) BENEFITED BY DP 828871 - RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE
- EASEMENT FOR SERVICES 30 WIDE & VARIABLE
- RIGHT OF FOOTWAY

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	184°26'20"	8.485		
2	215°24'40"	101.33	102.35	209
3	208°09'40"	45.105	45.21	191
4	304°56'40"	35		
5	127°20'00"	39.955		
6	217°54'10"	45.385		
7	201°44'30"	45.77		
8	197°32'20"	34.005		
9	229°17'10"	30		
10	254°53'30"	60.46		
11	222°25'20"	43.915		
12	196°13'40"	49.04		
13	185°29'40"	49.04		
14	176°45'40"	49.04		
15	81°53'40"	30		
16	164°27'30"	67.035	67.225	259
17	163°25'30"	22.35	0	0
18	203°05'50"	3.9	0	0
19	250°05'10"	16.755	17.06	26
20	178°52'50"	17		
21	88°52'50"	35.24		
22	68°10'20"	12.276	12.65	17.5
23	151°22'50"	28.015		
24	241°22'30"	24.315		
25	221°21'50"	36.855		
26	220°09'45"	34.745	34.795	191
27	207°18'15"	78.82	80.14	123
28	209°15'20"	60.28	61.525	88
29	244°14'20"	45.41	45.93	88
30	247°37'40"	76.975	77.5	192
31	222°28'20"	90.235	91.085	192
32	208°53'	17.83		
33	207°25'	13.2	13.2	259

SURVEYORS (PRACTICE) REGULATIONS 2001 CLAUSE 32(2)

MARK	M.G.A. COORDINATES EASTING	NORTHING	ZONE	CLASS/ ORDER
S.S.M. 36786	303453.221	6238551.820	56	B/2
S.S.M. 41040	304126.836	6237538.320	56	C/U
S.S.M. 95070	302874.043	6237428.409	56	C/U

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR 1.000069

CONNECTION: S.S.M. 95070 TO S.S.M. 36786 : DATUM A-B
27°16'40"-1263.660 BY SURVEY
27°16'40"-1263.848 BY CO-ORDINATE(GROUND)
S.S.M. 105670 TO S.S.M. 131787
224° 42' 50" - 183.008

(A) EASEMENT FOR PADMOUNT SUBSTATION (2.75 WIDE) VIDE D.P. 285663

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	TYPE
A	327° 54' 40"	3.93	D.H. & W Fd. (D.P.285792)
B	287° 53'	3.905 & 13.215	D.H. & W's Fd. (D.P.270152)
C	142° 15'	3.815 & 10.365	D.H. & W's Fd. (D.P.270152)
D	261° 02'	3.86 & 12.94	D.H. & W's Fd. (D.P.270152)
E	785° 54'	4.6	D.H. & W Fd. (D.P.285792)

AMENDED BY ME 29th SEPT 2003

CONNECTION: SSM 105670 - SSM 108969
358° 26' 35" - 235.535
45M 121.787 - SSM 36786
0° 21' 05" - 418.37

DP270152
ADDITIONAL SHEET 19

Registered 7.10.2003

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8237-8, 9

Last Plan: DP 270152

PLAN OF SUBDIVISION OF LOT 33 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1: 4000

L.G.A.: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

Surveyors (Practice) Regulation 2001

I, BRENT ANNIS-BROWN
of P.O. BOX 208, PENRANT HILLS, 1715
a surveyor registered under the Surveyor' Act, 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on 8th January, 2003
The survey relates to LOTS 34 AND 35
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line: 'A' - 'B'
Zone: Suburban/Rural

(Signature) .....
Surveyor registered under the Surveyors Act, 1929

Plans used in preparation of survey/compilation
D.P. 270152
D.P. 285663
D.P. 285664
D.P. 285556
D.P. 285514

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

THIS IS SHEET 19 OF D.P. 270152 AND IT REPLACES SHEET 18 IN REGARDS TO LOT 33 AND 15 AN ADDITIONAL SHEET

2.6.2009

DETAILS R/M FD (DP285663) AMENDED TO 3.85 WIDE 2003/2837

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:33 of 49
Ref: /Src:U

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270152_39 ePlan Sheet 1 of sheets 1

SURVEYING REGULATION 2006: CLAUSE 9(1)(b) & CLAUSE 8(2)

MGA CO-ORDINATES			ZONE 56						
MARK	EASTING	NORTHING	CLASS	ORDER	RL	CLASS	ORDER	METHOD	ORIGIN
SSM 36786	303 °53.220	6 238 °91.600	B	2	67.050	C	3	FR. SCIMS	SCIMS
SSM 120787	303 °04.231	6 238 °49.946	C	4	50	U	U	FR. SCIMS	SCIMS
SSM 126501	303 °24.26	6 238 °25.09	D	4	52.317	LD	NA	FR. SCIMS	SCIMS
SSM 126526	303 °10.169	6 238 °79.127	C	4	59.94	D	4	FR. SCIMS	SCIMS
SSM 165312	303 °49.442	6 238 °81.397	C	NA	56.219	LD	NA	CAD TRAY	Plotted
SSM 165313	303 °12.042	6 238 °99.436	C	NA	53.644	LD	NA	CAD TRAY	Plotted

SOURCE: S.C.I.M.S. DATED: 25/08/2010 COMBINED SEA LEVEL & SCALE FACTOR 1.000067 (SSM 126501 ZONE 56

ORIGIN OF LEVELS: SSM 36786 — THE RL'S FOR SSM's 26501, 165312 & 165313 HAVE BEEN
VERIFICATION OF LEVELS SSM126526 — DETERMINED BY A CLOSED LEVEL RUN

DETAIL PLAN
PLAN IN 1 SHEET

THIS IS SHEET 22 OF DP270152 AND IT REPLACES SHEET 15 AS REGARDS LOTS 23 & 26 AND IS AN ADDITIONAL SHEET

DIAGRAM A
SCALE 1:300

DIAGRAM B
SCALE 1:1000

TABLE OF SHORT AND CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	(96° 28')	(2.83)	2.85	7.5
2	229°26'25"	8.19		
3	319°26'25"	2.75		
4	49°26'25"	5.415		
5	(88° 0')	(1.085)	1.085	12
6	(118° 54')	(2.49)	2.5	7.5
7	229°26'25"	8.23		
8	274°26'25"	4.245	4.71	3
9	319°26'25"	1.35		
10	4°26'25"	4.245	4.71	3
11	49°26'25"	2.475		
12	(98°05'25")	(3.065)	3.07	12
13	274°26'25"	7.07	7.855	5
14	319°26'25"	2.75		
15	4°26'25"	7.07	7.855	5
16	49°26'25"	2.03		
17	(82° 40')	(3.025)	3.03	12
18	(132° 57')	(1.695)	1.7	7.5

NOTES:
(E) - EASEMENT FOR SERVICES (WHOLE OF LOT)
(D) - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING (WHOLE OF LOT)
(E) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
(F) - EASEMENT TO DRAIN WATER 5 WIDE (DP1022453)
(G) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE
(H) - EASEMENT FOR DRAINAGE OF WATER & SEWAGE 10 WIDE
(J) - EASEMENT FOR DRAINAGE OF WATER & SEWAGE (WHOLE OF LOT)
(K) - EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES 5 WIDE (DP1022453)
(L) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE & VARIABLE (DP270152 - SHEET 21)
(M) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(N) - RESTRICTION ON THE USE OF LAND
(P) - RESTRICTION ON THE USE OF LAND
(Y) BENEFITED BY: - EASEMENT TO DRAIN WATER 5 WIDE - DP1022453
- EASEMENT FOR SERVICES 5 WIDE - DP1022453

Surveyor: Richard Lawrence McClenahan Date of Survey: 20/7/2010 Surveyor's Ref: 02069-40	PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP270152 & EASEMENTS AFFECTING LOTS 2 & 27 IN DP270152	LGA: CAMPBELLTOWN Locality: MACQUARIE LINKS Subdivision No: 39 of 2010 Lengths are in metres. Reduction Ratio 1 : 1000	Registered: 10.1.2011	DP270152 ADDITIONAL SHEET 22

Brunsdon McClenahan & Associates Pty Ltd Computer File: 02069-40 (Cross DP Lots) D-DP-100.dwg

AREA OF LOT 41 & COORDINATE DISTANCE BETWEEN SSM 165313 & SSM 126501 AMENDED VIDE 2011/180 23.8.2011

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:36 of 49
Ref: /Src:U

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF REFERENCE MARKS PLACED AND FOUND

MARK No	TYPE	BEARING	DISTANCE	ORIGIN	MARK No	TYPE	BEARING	DISTANCE	ORIGIN
RM1	DH&W	226°37'	11.865	PLACED	RM12	DH&W's FD	71°55' (R)	6.615 (R)	DP 285663
RM2	DH&W's	112°45'20"	2.46 & 12.91	PLACED			124°57'	13.11 (R)	DP 285663
RM3	DH&W's	82°53'	1.985	PLACED	RM13	DH&W's FD	135°23'	3.89(R) & 13.11(R)	DP 285663
		111°05'40"	10.02	PLACED	RM14	DH&W's FD	135°23'	3.89(R) & 13.06(R)	DP 285663
RM4	DH&W	20°27'	15.345	PLACED	RM15	DH&W's FD	96°52'	0.895(R) & 7.29	DP 285663
RM5	DH&W on CONC PIT	121°57'	1.015	PLACED	RM17	GIP	307°18'	5.515	PLACED
RM6	DH&W on CONC PIT	170°29'	0.99	PLACED					
RM7	DH&W	253°23'	6.835	PLACED					
RM8	DH&W's	250°26'	3.695 & 20.74	PLACED					
RM9	DH&W's	70°26'	8.83 & 25.835	PLACED					
RM10	DH&W's	111°22'50"	3.805 & 19.04	PLACED					
RM11	DH&W	111°22'50"	19.185	PLACED					
	SSM126526 FD	106°44'	3.94	BY SURVEY					

(R) - RE-REFERENCED BY SURVEY

DIAGRAM B — NOT TO SCALE

DETAIL PLAN — SHEET 2 OF 2 SHEETS

DIAGRAM A — NOT TO SCALE

SCHEDULE OF SHORT LINES AND ARCS

No.	BEARING	DISTANCE	ARC	RADIUS
1	29°29'	1.0	1.0	209
2	123°22'45"	24.0		
3	96°46'	15.68	16.14	19.445
4	34°30'55"	22.955	24.775	18.445
5	356°02'25"	9.865		
6	8°36'40"	17.885	18.025	41.08
7	21°10'55"	10.585		
8	21°10'55"	23.72		
9	128°39'30"	11.44		
10	219°22'40"	5.895		
11	292°45'20"	13.725		
12	111°05'40"	11.405		
13	33°28'	10.7	10.7	208

(A) EASEMENT FOR DRAINAGE OF WATER (2.4 AND 2.5 WIDE)
(B) RIGHT OF ACCESS AND EASEMENT FOR SERVICES (17 WIDE AND VARIABLE)
(C) EASEMENT FOR DRAINAGE OF WATER (2 WIDE AND VARIABLE)
(D) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT (VARIABLE WIDTH)
(E) RIGHT OF ACCESS (VARIABLE WIDTH)
(F) EASEMENT FOR DRAINAGE OF WATER (VARIABLE WIDTH)
(H) RIGHT OF USE
(J) EASEMENT FOR PADMOUNT SUBSTATION (3 WIDE)(DP285663)
(K) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT (10.5 WIDE, 17 WIDE, 18 WIDE & VAR) (DP285663)
(L) EASEMENT FOR GARBAGE COLLECTION (VARIABLE WIDTH)

DP270152
ADDITIONAL SHEET 21

Registered 2.12.2005*

This is sheet 2 of my plan in 9 sheets dated 20.6.05

Surveyor registered under the Surveying Act, 2002

This sheet 2 of the plan of 9 sheets covered by Subdivision Certificate No. of

Authorised Person/General Manager/Accredited Certifier

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

CAMPBELLTOWN CITY COUNCIL ACCEPTED

DELEGATION VARIATION AUTHORISED PERSON

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 02069-40(Sht 2)

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:35 of 49
Ref: /Src:U

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

DP270152

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:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	5	Y	10.1.2011	1	39-41
Document B	2	N	25.7.2012	2	-
Document C	5	Y	4.9.2014	2	-

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6 WARNING ... ing will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 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 SERVICES (WHOLE OF LOT) [C]
2. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING (WHOLE OF LOT) [D]
3. EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) [E]
4. EASEMENT FOR DRAINAGE OF WATER 5 WIDE [G].
5. EASEMENT FOR DRAINAGE OF WATER AND SEWAGE 10 WIDE [H].
6. EASEMENT FOR DRAINAGE OF WATER AND SEWAGE (WHOLE OF LOT) [J].
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE [M]
8. RESTRICTION ON THE USE OF LAND [N]
9. RESTRICTION ON THE USE OF LAND [P]

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 herein have been given

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

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

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

.....
* Authorised Person/~~General Manager/Accredited Certifier~~

Consent Authority: CAMPBELLTOWN CITY COUNCIL
Date of Endorsement: 12TH NOVEMBER 2010
Accreditation no: .....
Subdivision Certificate no: 39 of 2010
File no: .....

* Delete whichever is inapplicable.

* DP270152 (DOC.A)

Registered: 10.1.2011 *
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP 270152 AND EASEMENTS AFFECTING LOTS 2 AND 27 IN DP 270152

LGA: CAMPBELLTOWN
Locality: MACQUARIE LINKS
Parish: MINTO
County: CUMBERLAND

Survey Certificate

I, **Richard Lawrence McClenahan**
of Brunskill McClenahan & Associates Pty Ltd
Suite 22, 1-3 Havilah Street, CHATSWOOD
a surveyor registered under the *Surveying & Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying & Spatial Information Regulation, 2006* and was completed on: **20 / 7 / 2010.**

The survey relates to Lots 39, 40, 41 and easements affecting Lots 2 & 27 in DP270152
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... Dated: 13-9-10
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: 'X'-'Y' .....
Type: Urban

Plans used in the preparation of survey/~~compilation~~

D.P.270152
D.P.285691
D.P.285961
D.P.285617

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

SURVEYOR'S REFERENCE: 02049-40

* OFFICE USE ONLY

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6D (Community annexure) 5. Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP 270152 AND EASEMENTS AFFECTING LOTS 2 AND 27 IN DP 270152	* DP270152 (DOC.A) * Registered: 10.1.2011

Subdivision Certificate No: 39 of 2010 Date of Endorsement:: 12/1/2010

Name of Development if any	Address for Service of Notice
MACQUARIE LINKS ESTATE	

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, Benjamin Wicks
of Landmark White
being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet/*these sheets are based upon valuations made by me on # 25 November 2010
Signature..... Date 25/11/10
* 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	LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		21	Now lots 30 & 31	See Sheet 17
2	2250		22	Now lots 36, 37 & 38	See Sheets 20 & 21
3	Now lots 7 & 8	See Sheet 10 & 11	23	Now lots 39 & 40	See Sheet 22
4	Now lots 13 – 18 incl	See Sheet 13	24	245	DP286277
5	Now lots 13 – 18 incl	See Sheet 13	25	460	D.P. 285691
6	Drainage Reserve		26	Now lots 39 & 40	See Sheet 22
7	650	D.P. 285479	27	0	Future Community Lot
8	Now lots 9, 10, 11 & 12	See Sheet 12	28	550	D.P. 285663
9	425	D.P. 285514	29	650	D.P. 285664
10	650	D.P. 285556	30	490	D.P. 285792
11	500	D.P. 285574	31	Now lots 32 & 33	See Sheet 18
12	Now lots 19, 20 & 21	See Sheet 14	32	137	D.P.285793
13	Now lots19, 20 & 21	See Sheet 14	33	Now lots 34 & 35	See Sheet 19
14	250	D.P. 285774	34	Now lots 36, 37 & 38	See Sheet 20 & 21
15	425	D.P. 285601	35	82	D.P.285793
16	550	D.P.285617	36	16	~~DP286277~~
17	300	D.P. 285631	37	76	D.P. 285961
18	375	D.P. 285630	38	179	S.P.75574
19	Now lots 28 & 29	See Sheet 16	39	494	DP286277
20	Now lots 22 – 27 incl	See Sheet 15	40	245	
			41	1	
			TOTAL	10000	

HISTORICAL FILE:SEE ADMINISTRATION SHEET (DOC.C)

SURVEYOR'S REFERENCE: 02049-40

* OFFICE USE ONLY

SUBDIVISION DP286277 AMENDED IN INITIAL SCHEDULE - SEE 2011/592 30.6.2011

268

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6A (Annexure Sheet) 5. Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP 270152 AND EASEMENTS AFFECTING LOTS 2 AND 27 IN DP 270152	* DP270152 (DOC.A) * Registered: 10.1.2011

Subdivision Certificate No: 39 of 2010 Date of Endorsement:: 12/1/2010

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

Signature of Director

Signature of Director/Secretary

PETER BRIAN ICKLOW
Name of Director

KEA ICKLOW
Name of ~~Director~~/Secretary

EXECUTED by **Wood Green Investments Pty Ltd** ABN 24 001 156 083 in accordance with section 127 of the Corporations Act:

Signature of Director

Signature of Director/Secretary

PETER BRIAN ICKLOW
Name of Director

KEA ICKLOW
Name of Director/Secretary

SURVEYOR'S REFERENCE: 02049-40

* OFFICE USE ONLY

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6A (Annexure Sheet) — 3. Creasing or folding will lead to rejection — ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP 270152 AND EASEMENTS AFFECTING LOTS 2 AND 27 IN DP 270152	* DP270152 (DOC.A)
	* Registered: 10.1.2011

* OFFICE USE ONLY

Subdivision Certificate No: 39 of 2010 Date of Endorsement:: 12/11/2010

SIGNED on behalf of **INTEGRAL ENERGY AUSTRALIA** (ABN 59 253 130 878) by its Attorney pursuant to Power of Attorney Book 4573 No. 297 in the presence of:

Signature of witness

RAY SIMMONDS

Name of witness (block letters)
c/- Integral Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Signature of attorney

Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 17 November 2010
Reference: URS 10905

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

)
)
)

Signature of Director

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

SURVEYOR'S REFERENCE: 02049-40

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6A (Annexure Sheet) — 3. Creasing or folding will lead to rejection — ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 23 & 26 IN DP 270152 AND EASEMENTS AFFECTING LOTS 2 AND 27 IN DP 270152	* DP270152 (DOC.A)
	* Registered: 10.1.2011

* OFFICE USE ONLY

Subdivision Certificate No: 39 of 2010 Date of Endorsement:: 12/11/2010

EXECUTED by The Uniting Church (NSW) Trust Association Limited

THE COMMON SEAL of THE UNITING CHURCH (N.S.W.) TRUST ASSOCIATION LIMITED A.C.N. 000 022 480 was hereunto affixed by the authority of the Directors previously given and in the presence of:-

Secretary

Director

THE UNITING CHURCH (N.S.W.) TRUST ASSOCIATION LIMITED
Common Seal
A.C.N. 000 022 480

SURVEYOR'S REFERENCE: 02049-40

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

Office Use Only

DP270152

(DOC.B)

Office Use Only

Registered: 25.7.2012

Title System: TORRENS

Purpose: REPLACEMENT SHEET

PLAN OF RESIDUE OF
COMMUNITY PROPOERTY ~~WITHIN~~
DP 270152 FOLLOWING RESUMPTION OF LOT 111 IN DP1155603

LGA: CAMPBELLTOWN

Locality: GLENFIELD

Parish: MINTO

County: CUMBERLAND

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

.....
* Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: .....

Date of Endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

* Strike through inapplicable parts.

Survey Certificate

I, PAUL BRANDON

of: LANDTEAM AUSTRALIA Pty. Ltd.

357 Bong Bong Street, BOWRAL, NSW 2576

a surveyor registered under the Surveying and Spatial Information Act 2002, 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: 16 August 2010

The survey relates to community property

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

Signature .....Dated: 16 August 2010
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: "X" – "Y"

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 270152
DP 845870
DP 828871

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 202052

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF RESIDUE OF
COMMUNITY PROPERTY ~~WITHIN~~
DP 270152 FOLLOWING RESUMPTION OF LOT 111 IN DP1155603

*

DP270152

(DOC.B)

*

Registered: 25.7.2012

* OFFICE USE ONLY

Subdivision Certificate No: Date of Endorsement:

CERTIFICATE OF RESUMING AUTHORITY

THE MINISTER ADMINISTERING THE ENVIRONMENT PLANNING AND ASSESSMENT ACT 1979,
THE RESUMING AUTHORITY UNDER THIS APPLICATION CERTIFIES THAT:

THE LAND RESUMED WAS NOT RESTRICTED PROPERTY

SIGNED:
DATED: 15 September 2011

THIS PLAN WAS LODGED TO PROVIDE FOR THE INTENDED RESUMPTIONOF LOT 111 IN DP 115603 WHICH LAND HAS BEEN RESUMED AND EXCLUDED FROM COMMUNITY SCHEME DP 270152

SIGNED by the CARL ANDERS STEVEN WALFISZ as delegate of the Minister administering the Environmental Planning and Assessment Act 1979, and I hereby certify that I have no notice of the revocation of such delegation.

SURVEYOR'S REFERENCE: 202052

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U :M 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 4.9.2014

Title System: TORRENS

Purpose: CONVERSION

Office Use Only

DP270152

(DOC.C)

PLAN OF LOT 1 DP 270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY

LGA: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

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: .....

Subdivision Certificate

I, ...

*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: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, William L Hamer

of Brunskill McClenahan & Associates Pty Limited
Suite 22, 1-3 Havilah Street, Chatswood, NSW 2067
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 5 November 2012~~

*(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: 13/11/2012

Surveyor ID: 1606

Datum Line: N/A

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.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of ~~survey~~/compilation.

DP 270152

DP 1155603

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 02049-43

271

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U :M 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 4.9.2014

Office Use Only

DP270152

(DOC.C)

PLAN OF LOT 1 DP 270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY

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

~~Subdivision Certificate~~ number: .....

Date of endorsement: .....

Name of Development (Optional)

Macquarie Links Estate

Address for Service of Notices

c/- Whelan Property Group
PO Box 75
Strawberry Hills NSW 2012

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 provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an *updated/*~~revised~~ Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 10/1/2011 .....

* Strike through if inapplicable
^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, ...

of .....

being a Valuer registered under the *Valuers Registration Act 1975*, certify that;

*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^.....

*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: ..... Dated: .....

* Strike through if inapplicable
^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT

See Sheet 3 for Schedule of Unit Entitlement

If space is insufficient use annexure sheet –Plan Form 6A

Surveyor's Reference: 02049-43

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 4.9.2014

PLAN OF LOT 1 DP 270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY

Office Use Only

DP270152

(DOC.C)

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 number: .....

Date of Endorsement: .....

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT	SUBDIVISION	LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		21	Now lots 30 & 31	See Sheet 17
2	2250		22	Now lots 36, 37 & 38	See Sheets 20 & 21
3	Now lots 7 & 8	See Sheet 10 & 11	23	Now lots 39 & 40	See Sheet 22
4	Now lots 13 – 18 incl	See Sheet 13	24	245	D.P. 286277
5	Now lots 13 – 18 incl	See Sheet 13	25	460	D.P. 285691
6	Drainage Reserve		26	Now lots 39 & 40	See Sheet 22
7	650	D.P. 285479	27	Converted to Lot 1	See Sheet 6B & 7B
8	Now lots 9, 10, 11 & 12	See Sheet 12	28	550	D.P. 285663
9	425	D.P. 285514	29	650	D.P. 285664
10	650	D.P. 285556	30	490	D.P. 285792
11	500	D.P. 285574	31	Now lots 32 & 33	See Sheet 18
12	Now lots 19, 20 & 21	See Sheet 14	32	137	D.P.285793
13	Now lots19, 20 & 21	See Sheet 14	33	Now lots 34 & 35	See Sheet 19
14	250	D.P. 285774	34	Now lots 36, 37 & 38	See Sheet 20 & 21
15	425	D.P. 285601	35	82	D.P.285793
16	550	D.P.285617	36	16	
17	300	D.P. 285631	37	76	D.P. 285961
18	375	D.P. 285630	38	179	S.P.75574
19	Now lots 28 & 29	See Sheet 16	39	494	D.P. 286277
20	Now lots 22 – 27 incl	See Sheet 15	40	245	
			41	1	
			TOTAL	10000	

If space is insufficient use additional annexure sheet

Surveyor's Reference: 02049-43

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U M 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 4.9.2014

PLAN OF LOT 1 DP 270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY

Office Use Only

DP270152

(DOC.C)

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 number: .....

Date of Endorsement: .....

Approved Form 21
Community Land Development Act
Certificate of Association
Consenting to Documents Affecting the Scheme

The Community Association Deposited Plan No.270152 Certifies that on 25.7.13. it passed a unanimous resolution consenting to the conversion of Lot 27 DP270152 to part of Lot 1 in the community scheme (DP 270152).

Approved Form 22
Community Land Development Act
Certificate of Association
Agreeing to Schedule of Unit Entitlements

The Community Association Deposited Plan No.270152 Certifies that on 25.7.13. it passed a unanimous resolution agreeing to the schedule of unit entitlements shown in the document herewith

Approved Form 18
Community Land Development Act
Attestation

The common seal of the Community Association Deposited Plan No.270152 was affixed hereto on 25.7.13. in the presence of;

THE PROPRIETORS COMMUNITY ASSOCIATION DP 270152 Common Seal

Christopher Walden ..... and .....

Signature ..... ~~Signature~~

being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 02049-43

Req:R245987 /Doc:DP 0270152 P /Rev:10-Sep-2014 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2(
Ref: /Src:U

RM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Office Use Only	Office Use Only
Registered: 4.9.2014	DP270152 (DOC.C)
PLAN OF LOT 1 DP 270152 FOLLOWING CONVERSION OF LOT 27 TO ASSOCIATION PROPERTY	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 number: ..... Date of Endorsement:	

Approved Form 20
Community Land Development Act
Certificate of Consent Authority
in Respect of a Conversion

The Consent Authority being Campbelltown City Council gives consent to the conversion of Lot 27 in DP 270152 to Association property as shown on the plan herewith.

The consent authority is satisfied that the above action is not inconsistent with the conditions of any development consent and that any Development Contract has been amended accordingly.

Dated: 26 MAY 2014
Application No: NA
Authorised Office: STUART BARNES
Signature: ...

EXECUTED by **Jessica Investments Pty. Limited**
ABN 31 001 156 109 in accordance with section
127 of the Corporations Act:

Signature of Director	Signature of Director
PETER ICKLOW	ALIX TOYNTON
Name of Director	Name of Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 02049-43

273

f: /Src:U

DP270152

(E)

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	24.2.1998.	9	16
DOCUMENT 2	27.8.1998.	2	2
DOCUMENT 3		3	13
DOCUMENT 4	10.1.2011	1	11

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

DOC. 1

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

Lengths are in Metres

Sheet 1 of 16 Sheets

Plan: DP270152 (E)

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART I

Full name and address of Proprietor of land: JESSICA ESTATES PTY LIMITED
Level 2, 24 Thomas Street
CHATSWOOD NSW 2067

1. Identity of Easement firstly referred to in abovementioned plan. EASEMENT FOR SERVICES AND ACCESS (VARIABLE WIDTH)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
6	1 and 2

2. Identity of Easement secondly referred to in abovementioned plan. RIGHT OF CARRIAGEWAY (5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
2	1

3. Identity of Easement thirdly referred to in abovementioned plan. EASEMENT FOR SERVICES (5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
2	1

f: /Src:U

DOC. 1

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

Lengths are in Metres

Sheet 2 of 16 Sheets

Plan: DP270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART I (Contd)

4. Identity of Easement fourthly referred to in abovementioned plan. EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (23 WIDE, 16.5 WIDE AND VARIABLE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
1	Integral Energy Australia

5. Identity of Easement fifthly referred to in abovementioned plan. EASEMENT FOR UNDERGROUND MAINS (2 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
2	Integral Energy Australia

6. Identity of Easement sixthly referred to in abovementioned plan. EASEMENT FOR ELECTRICITY PURPOSES (5.5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
2	Integral Energy Australia

7. Identity of Easement seventhly referred to in abovementioned plan. EASEMENT FOR DRAINAGE OF SEWAGE (1.5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
1 and 2	Lot 6 D.P.240335 and Lot 1 D.P.240944

Doc. 1

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

Lengths are in Metres

Sheet 3 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No.16 of 1998 dated 11th February, 1998.

PART II

1. Terms of Easement firstly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times using the bridge structure located within the site of the easement and no other part of the site of the easement and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof TOGETHER WITH full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make, layout, construct, install, carry, maintain and use through, over and under the land hereby burdened all drains, pipes, conduits, wires or other equipment and materials necessary to provide and carry all or any of water, gas, electricity, telephone and/or other domestic services to and from the land hereby benefited PROVIDED THAT the said drains, pipes, conduits, wires and/or other equipment and materials shall be placed in such position so as to cause as little interference as possible to the land hereby burdened TOGETHER WITH the right for the Registered Proprietor of the land hereby benefited and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the land hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the said Registered Proprietor and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land hereby burdened and/or free access to the land hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

The body having the right to release vary or modify this easement is the Council of the City of Campbelltown.

I: /Src:U

Doc. 1

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

Lengths are in Metres

Sheet 4 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No.16 of 1998 dated 11th February 1998.

2. Terms of Right of Carriageway secondly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof PROVIDED THAT this Right of Carriageway shall automatically cease to exist upon registration of a plan of survey creating an alternative means of access.

The body having the right to release vary or modify this easement is the Council of the City of Campbelltown.

3. Terms of Easement for Services thirdly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make, layout, construct, install, carry, maintain and use through, over and under the land hereby burdened all drains, pipes, conduits, wires or other equipment and materials necessary to provide and carry all or any of water, gas, electricity, telephone and/or other domestic services to and from the land hereby benefited PROVIDED THAT the said drains, pipes, conduits, wires and/or other equipment and materials shall be placed in such position so as to cause as little interference as possible to the land hereby burdened TOGETHER WITH the right for the Registered Proprietor of the land hereby benefited and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the land hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the said Registered Proprietor and the persons authorised by him will

DOC. 1

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

Lengths are in Metres

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

3. Terms of Easement for Services thirdly referred to in abovementioned plan (contd).

take all reasonable precautions to ensure as little disturbance as possible to the surface of the land hereby burdened and/or free access to the land hereby benefited and will restore without delay that surface as nearly as practicable to its original condition PROVIDED THAT this Easement for Services shall automatically cease to exist upon registration of a plan of survey creating an alternative means of providing services.

The body having the right to release vary of modify this easement is the Council of the City of Campbelltown.

4. Terms of Easement for Underground Mains and Street Lighting Equipment Fourthly referred to in abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect electricity equipment on and under the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:

   (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
   (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and
   (c) to remove any encroachments from the easement site, and
   (d) to excavate the easement site for the purposes of this easement.

276

I: /Src:U

DOC. 1

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

Lengths are in Metres

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

4. Terms of Easement for Underground Mains and Street Lighting Equipment Fourthly referred to in abovementioned plan (contd)

2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

3. The owners of the lot burdened covenants with the Authority Benefited that the Owner:

   (a) will not erect or permit to be erected any structure on or under the easement site, and

   (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and

   (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

   without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. The Owner of the land lot burdened covenants with the Authority Benefited that it will not hold the Authority Benefited liable for any loss, damage or claims made arising from the location of electricity equipment in positions requested or directed by the Owner.

DOC. 1

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

Lengths are in Metres

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

4. Terms of Easement for Underground Mains and Street Lighting Equipment Fourthly referred to in abovementioned plan (contd)

5. **"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Electricity equipment" means underground electricity cables, ducts, street lighting equipment and ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by S.88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

5. Terms of Easement for Underground Mains fifthly referred to in abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
   (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and

277

f: /Src:U

DOC. 1

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

Lengths are in Metres

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

5. Terms of Easement for Underground Mains fifthly referred to in abovementioned plan (contd).

   (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and

   (c) to remove any encroachments from the easement site, and

   (d) to excavate the easement site for the purposes of this easement.

2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

3. The owner of the lot burdened covenants with the Authority Benefited that the Owner:

   (a) will not erect or permit to be erected any structure on or under the easement site, and

   (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and

   (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

DOC. 1

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

Lengths are in Metres

Sheet 9 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

5. Terms of Easement for Underground Mains fifthly referred to in abovementioned plan (contd).

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. "Authority Benefited" means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Electricity equipment" means underground electricity cables, ducts, and ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use, and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by S.88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

278

f: /Src:U

DOC. 1

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

Lengths are in Metres

Sheet 10 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

6. Terms of Easement sixthly referred to in abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:

   (a) to enter, pass, and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and

   (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation and

   (c) to remove any encroachments from the easement site, and

   (d) to excavate the easement site for the purposes of this easement.

2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:

   (a) will not erect or permit to be erected any structure on or over the easement site, and

DOC.1

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

Lengths are in Metres

Sheet 11 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

6. Terms of Easement sixthly referred to in abovementioned plan (contd)

(b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and

(c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted,

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. "Authority Benefited" means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Padmounted substation" means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

f: /Src:U

DOC.1

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

Lengths are in Metres

Sheet 12 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No. 16 of 1998 dated 11th February, 1998.

PART II (Contd)

THE COMMON SEAL of JESSICA INVESTMENTS PTY LIMITED was hereunto affixed by resolution of the Directors in the presence of:

Common Seal
JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

. . . . . ACTING Secretary

. . . . . Director

DOC. 1

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

Lengths are in Metres

Sheet 13 of 16 Sheets

Plan: DP 270152

Subdivision of Lot 4 in Deposited Plan 828871, Lots 1 and 4 in Deposited Plan 808118, Lot 1 in Deposited Plan 806026, Lot 201 in Deposited Plan 736849, Lot 8 in Deposited Plan 240335, Lot 3 in Deposited Plan 612265 and Lots 9 and 10 in Deposited Plan 840849 covered by Council's Certificate No.16 of 1998 dated 11th February, 1998.

PART II (Contd)

ACCEPTED

GENERAL MANAGER

SHEET 14 OF 16 SHEETS

DP270152

DOC. 1

THE COMMON SEAL of A C N 010 556 751
LAWYERS PRIVATE MORTGAGES PTY LIMITED
was hereunto affixed by authority
of the Board of Directors in the
presence of:

The Common Seal of LAWYERS PRIVATE MORTGAGES PTY LTD ACN 010 556 751

Director

Secretary

THE COMMON SEAL of ACN 000 087 454
CARWILL PTY LIMITED
was hereunto affixed by authority
of the Board of Directors in the
presence of:

CARWILL PTY. LIMITED A.C.N. 000 087 454 COMMON SEAL

Director

Director
Secretary

THE COMMON SEAL of
CARANJA PTY LIMITED ACN 001 259 258
was hereunto affixed by authority
of the Board of Directors in the
presence of:

CARANJA PTY. LIMITED A.C.N. 001 259 258 COMMON SEAL

Director

Secretary

SIGNED by E BYERS
in the presence of:

Signature of Witness

E BYERS
JOAN BETTY HALEY BY HER ATTORNEY ERIN BYERS PURSUANT TO POWER OF ATTORNEY REGISTERED 701867 674

SIGNED by J B HALEY
in the presence of:

Signature of Witness

J B HALEY

SIGNED by W R GOLDSMITH
in the presence of:

Signature of Witness

W R GOLDSMITH

SIGNED by J FITZGERALD
in the presence of:

Signature of Witness

J FITZGERALD

SIGNED by J D ISLES
in the presence of:

Signature of Witness

J D ISLES

SIGNED by J M BEYNON
in the presence of:

Signature of Witness

J M BEYNON

SIGNED by H K BYERS
in the presence of:

Signature of Witness

H K BYERS

SIGNED by J SCOTT & D G SCOTT
in the presence of:

Signature of Witness

D G SCOTT

J SCOTT

SIGNED by A K MASSIE & D J MASSIE
in the presence of:

Signature of Witness

D J MASSIE

A K MASSIE

ANNE EDNA MAY BURKE by her
Attorney EDWARD JOSEPH STRETTON
Pursuant to Power of Attorney registered
Book 4004 No 911 and I declare that I have
no notice of the revocation of the said .
Power of Attorney
IN THE PRESENCE OF:

Signature of Witness

E J STRETTON

SIGNED by F P PIGOTT
in the presence of

Signature of Witness

F P PIGOTT

SIGNED by P L PIGOTT
in the presence of

Signature of Witness

P L PIGOTT

SIGNED by G A McDONALD & J P McDONALD
in the presence of:

Signature of Witness

J P McDONALD

G A McDONALD

REGISTERED 10 24-2-1998

DOC. 2

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

Lengths are in Metres

Sheet 1 of 2 sheets

Plan: DP 270152 (E)

Subdivision of Lot 8 in Deposited Plan 270152 covered by Council's Certificate No. 55 dated 10TH JULY 1998

Part 1

Full name and address of Proprietor of land:	Jessica Investments Pty Ltd Level 2/24 Thomas Street CHATSWOOD NSW 2067
1. Identity of Easement firstly referred to in abovementioned plan.	RIGHT OF CARRIAGEWAY (5 WIDE)

Schedule of Lots, etc Affected

Lots Burdened	**Lots Benefited**
11	10

F: /Src:U

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

Lengths are in Metres

Sheet 2 of 2 sheets

Plan: D P 270152

Subdivision of Lot 8 in Deposited Plan 270152 covered by Council's Certificate No. 55 dated 10TH JULY 1998

Part 2

THE COMMON SEAL of JESSICA INVESTMENTS PTY LIMITED was hereunto affixed by resolution of the Directors in the presence of:

Common Seal JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

Secretary

Director

ACCEPTED

GENERAL MANAGER

SIGNED in my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its Attorney PETER KENNIS who is personally known to me and who holds the position of SYDNEY MANAGER GIO FINANCE LIMITED (ACN 002 812 704) pursuant to the Power of Attorney dated 9 May 1997 Registered Book [illegible]

REGISTERED 27.8.1998

(Doc. 3)

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

Lengths are in metres

DOCUMENT 3

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

Full name and address of the owner of the land

Jessica Investments Pty Limited
ACN 001 156 109
Level 1, 828 Pacific Highway
GORDON NSW 2072

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of Easement to be created and referred to in the plan	Burdened Lots	Authority or Lots Benefited
1	Easement for Drainage of Water (2.4 and 2.5 wide)	37	38
2	Right of Access and Easement for Services (17 wide and variable)	37	38
3	Easement for Drainage of Water (2 wide and variable)	38 23 DP270152	37 37 & 38
4	Easement for Underground Cables and Street Lighting Equipment (variable width)	37 & 38	Integral Energy Australia
5	Right of Access (variable width)	38	37
6	Easement for Drainage of Water (variable width)	38	37
7	Right of Use	38	37
8	Easement for Garbage Collection (variable width)	37 & 38	Campbelltown Council

Approved by Campbelltown Council

.....Dated.....

f: /Src:U

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms)

1. **Terms of Easement for Drainage of Water (2.4 and 2.5 wide) numbered 1 in the Plan:**

   (a) Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

   (b) The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

2. **Terms of Right of Access and Easement for Services (17 wide and variable) numbered 2 in the Plan:**

   (a) Terms as set out in Part 14 and Part 11 of Schedule 8 of The Conveyancing Act 1919 (as amended).

   (b) The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. **Terms of Easement for Drainage of Water (2 wide and variable) numbered 3 in the Plan:**

   (a) Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

   (b) The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Approved by Campbelltown Council

.....Dated.....

H:\Monarch Investments\Peake (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

4. **Terms of Easement for Underground Cables and Street Lighting Equipment (variable width) numbered 4 in the Plan:**

(a) Full and free right and licence for the Authority Benefited to erect electricity equipment on and under the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:

i. Ito enter, pass, and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and

ii. to cut, trim, remove and lot trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and

iii. to remove any encroachments from the easement site, and

iv. to excavate the easement site for the purposes of this easement.

(b) In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

(c) The Owner of the land burdened covenants with the Authority Benefited that the Owner:

i. will not erect or permit to be erected any structure on or over the easement site, and

ii. will not alter the surface level of the easement site or carry out any form of construction affecting its surface, under surface or subsoil, and

iii. will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted,

Approved by Campbelltown Council

.....Dated.....

f: /Src:U

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

(d) The Owner of the land burdened covenants with the Authority Benefited that it will not hold the Authority Benefited liable for any loss, damage or claims made arising from the location of electricity equipment in positions requested or directed by the Owner.

(e) **"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Electricity equipment" means underground electricity cables, ducts, street lighting equipment and ancillary equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

5. **Terms of Right of Access (variable width) numbered 5 in the Plan:**

(a) Terms as set out in Part 14 of Schedule 8 of The Conveyancing Act 1919 (as amended).

(b) The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Approved by Campbelltown Council

.....Dated.....

H:\Monarch Investments\Peake (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

6. **Terms of Easement for Drainage of Water (variable width) numbered 6 in the Plan:**

   (a) Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

   (b) The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

7. **Terms of Right of Use numbered 7 in the Plan:**

   (a) The Grantee and every Authorised Person:

      i. has at all times, subject to the terms of this Instrument, the unrestricted right to use the Swimming Pool; and

      ii. may do anything reasonably necessary for that purpose, including:

         i. entering those parts of the Lot Burdened over which access is reasonably required to gain access to the Swimming Pool; and

         ii. taking anything reasonable on to the Lot Burdened.

   (b) In exercising the powers conferred by this easement, the Grantee must:

      i. cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

      ii. cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

Approved by Campbelltown Council

.....Dated.....

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

      iii. make good any collateral damage.

   (c) The easement right is subject to the conditions that the Grantor and each Authorised Person:

      i. exercises their respective rights consistently with the rights of all other parties who have the same or similar rights; and

      ii. is bound by, and complies with, the by-laws for the Strata Scheme to the extent they relate to the Swimming Pool.

   (d) The easement right is subject to the condition that the right to use the Swimming Pool may be suspended by the Owners Corporation in respect of all parties entitled to the benefit of this easement for any period of time there is a breach by the Neighbourhood Association of the Cost Sharing Agreement and the breach is not rectified within the period of time specified in a written notice from the Owners Corporation to the Neighbourhood Association. The notice must:

      i. specify the breach in sufficient detail to properly identify the breach;

      ii. advise the Neighbourhood Association of the time frame in which the breach must be rectified (being not less than 14 days); and

      iii. make reference to this easement and the consequences of not complying with the notice.

   (e) The easement right is subject to the condition that the right to use the Swimming Pool may be suspended by the Grantor in respect of any one or more parties entitled to the benefit of this easement for any period of time there is a breach by that party of any part of paragraph (c) of this easement and the breach is not rectified within the period of time specified in a written notice from the Grantor to that party. The notice must:

      i. specify the breach in sufficient detail to properly identify the breach;

      ii. advise the party on whom the notice is served of the time frame in which the breach must be rectified (being not less than 14 days); and

Approved by Campbelltown Council

.....Dated.....

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

iii. make reference to this easement and the consequences of not complying with the notice.

(i) The Grantor must carry out its obligations to maintain and repair the site of the easement in accordance with s62 of the Management Act.

(j) The Grantor may only make a determination under s62(3) of the Management Act if it first obtains the written consent of the Grantee.

(k) The Grantee may only do a thing under this easement within the site of the easement.

(l) The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

(m) Despite any other provision in this easement:

a. the rights and obligations of the Grantee and the Grantor do not come into effect until the Cost Sharing Agreement is entered into between the Owners Corporation and the Neighbourhood Association;

b. the rights and obligations of the Grantee and the Grantor come to an end if for any reason the Cost Sharing Agreement is terminated, rescinded or found to be unenforceable for any reason whatsoever.

Approved by Campbelltown Council

.....Dated.....

f: /Src:U

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

8. Terms of Easement for Garbage Collection (variable width) numbered 8 in the Plan:

Full and free right for the Campbelltown Council hereafter known as 'the Council', its servants and agents and all persons authorised by the Council to go, pass and re-pass over the whole of the land hereinbefore described as the servient tenement at all times with or without vehicles for the purpose of garbage and recycling collection from the servient tenement and for purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to enter any building or private open space/courtyard except to the extent necessary to gain access to garbage and recycling receptacles located therein in positions approved by the Council or to drive any motor vehicle on to any part of the servient tenement which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.

(a) The rights hereby granted may be exercised by the Council, its servants, agents and all persons authorised by the Council to enter the servient tenement without being liable for damage which may be occasioned to the servient tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of the Council, its servants and agents and/or of persons authorised by the Council.

(b) Without limiting the generality of and notwithstanding anything hereinbefore contained, if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage and recycling from the servient tenement, neither the Council, its servants and agents nor any person authorised by the Council shall be liable in respect thereof. The Council, its servants and agents and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the Transferor, its successors and assigns against all actions, suits, causes, claims, demands, proceedings, costs, charges, damages, or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them by the Owner or any occupier of the servient tenement or any part thereof or by any other person in respect of any loss or injury sustained or threatened or damages suffered

Approved by Campbelltown Council

.....Dated.....

H:\Monarch Investments\Peake (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the servient tenement for the purpose of collecting garbage and recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Council, its servants, agents or of any person authorised by the Council as aforesaid.

(c) Nothing herein contained shall oblige the Council to have garbage and recycling collected from points within the servient tenement or shall prevent the Council from discontinuing collection of garbage and recycling from within the servient tenement PROVIDED ALWAYS that if the Council discontinues collection of garbage and recycling from within the servient tenement the Council and the registered proprietor for the time being of the servient tenement shall respectively have the same rights and obligations with regard to the removal of garbage and recycling from the servient tenement as they would have had if this transfer had not been executed.

9. Definitions

In this Instrument, the following words have the following meaning:

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

"Community Titles Legislation" means the *Community Land Management Act 1989 (NSW)* and the *Community Land Development Act 1989 (NSW)*

"Cost Sharing Agreement" as that term is used in easement numbered 7 in this Instrument, means the agreement between the Owners Corporation and the Neighbourhood Association in respect of arrangements relating to the use of the Swimming Pool and matters relating to the costs in connection with the operation, maintenance, repair and replacement of the Swimming Pool and the sharing of those costs between the Owners Corporation and the Neighbourhood Association.

"Council" means Campbelltown City Council.

"Grantee" means the person, or if more than one, jointly the owners of an estate in fee simple of a lot benefited.

Approved by Campbelltown Council

.....Dated.....

f: /Src:U

(Doc. 3)

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

Lengths are in metres

Plan:

DP270152

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

PART 2 (Terms) Continued

"Grantor" means the person, or if more than one, jointly the owners of an estate in fee simple of a lot burdened.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Neighbourhood Association" means the neighbourhood association constituted or to be constituted on registration of a neighbourhood plan of subdivision under the *Community Land Development Act 1989 (NSW)* of the dominant tenement the subject of easement number 7 in this Instrument.

"Owners Corporation" means the owners corporation constituted or to be constituted on registration of a strata plan of subdivision under the *Strata Schemes (Freehold Development) Act 1973 (NSW)* of the servient tenement the subject of easement number 7 in this Instrument.

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

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

"Management Act" means the *Strata Schemes Management Act 1996 (NSW).*

"Management Statement" means a neighbourhood management statement or a community management statement under the Community Titles Legislation.

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

"Service" includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television or radio impulses or signals service or any other prescribed service.

"Strata Scheme" means the strata scheme for the Lot Burdened.

Approved by Campbelltown Council

.....Dated.....

H:\Monarch Investments\Peake (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

(Doc.3)

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

Lengths are in metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

DP270152

PART 2 (Terms) Continued

"Swimming Pool" when used in easement number 7 means the swimming pool and its immediate surrounds constructed on the Lot Burdened the subject of that easement.

10. Interpretation

(a) The expression "Owner of the land burdened" (also referred to as "Grantor" in this Instrument) includes the owner of the land burdened, its successors and every person who is entitled to an estate or interest in possession of the land burdened or any part of it with which the right is capable of enjoyment.

(b) The expression "Owner of the land benefited" (also referred to as "Grantee" in this Instrument) includes the owner of land burdened, its successors and every person who is entitled to an estate or interest in possession of the land burdened or any part of it with which the right is capable of enjoyment.

(c) The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:

i. between each relevant Grantor and relevant Grantee;

ii. are annexed to each relevant easement, covenant and restriction; and

iii. pass with the burden and benefit of each relevant easement, covenant and restriction.

(d) Each Grantor and Grantee:

i. is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and

ii. must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction.

(e) If the costs relevant to the use, maintenance, repair or replacement of any easement, covenant or restriction in this Instrument are covered or regulated by a Management Statement, then:

(i) the terms of that Management Statement apply to that easement,

Approved by Campbelltown Council

.....Dated.....

f: /Src:U

(Doc.3)

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

Lengths are in metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

DP270152

PART 2 (Terms) Continued

(ii) covenant or restriction;

(iii) bind the relevant Grantor and Grantee; and

(iv) to the extent of any inconsistency between the Management Statement and the terms of the relevant easement, covenant or restriction, then the terms of the Management Statement prevails to the extent of the inconsistency.

Approved by Campbelltown Council

.....Dated.....

H:\Monarch Investments\Peake (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

(Doc. 3)

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

Lengths are in metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 22 AND 34 IN D.P.270152
Covered by Subdivision Certificate
No 59 of 2005

DP270152

DATED:

EXECUTION:

The **COMMON SEAL** of **JESSICA INVESTMENTS PTY LTD** as hereunto affixed in accordance with its Constitution in the presence of:

Common Seal
JESSICA INVESTMENTS PTY. LIMITED
A.C.N. 001 156 109

Director **PETER BRIAN ICKLOW**

Secretary **ALIX ESTHER TOYNTON**

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

ATTORNEY
Print Name: David Malcolm Mathesor
Position Held: Credit Administration Manager

ATTORNEY
Print Name: Kelley Cheng
Position Held: Credit Analyst

WITNESS
Print Name: Robert Norman Holmkvist

Dated at Sydney this 15th Day of NOVEMBER 2005
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney JOHN WATKINS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of

(Signature)

CHRIS JARRETT
(Print Name)

ASSISTANT MANAGER
(Title)

REGISTERED 2.12.2005

Approved by Campbelltown Council

Dated 25.10.2005

H:\Monarch Investments\Penfolds (Macquarie Links) 00802\Documents\S88B community plan - clean - V2.doc

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

Full name and address of the owner of the land

Jessica Investments Pty Limited
Suite 12, 33 Ryde Road
Pymble NSW 2073
Wood Green Investments Pty Limited.
Suite 12, 33 Ryde Road
Pymble NSW 2073

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 Services (Whole of Lot)[C]	41	40
2	Easement for Underground Cables and Street Lighting (Whole of Lot) [D]	41	Integral Energy Australia
3	Easement for Drainage of Water (Whole of Lot) [E]	41	40
4	Easement for Drainage of Water 5 wide [G]	Lot 2 DP270152	36, 39, 40 & 41 & Lot 24 DP270152 Lot 1 DP285961
5	Easement for Drainage of Water and Sewage 10 wide [H]	Lot 2 DP270152	1, 27, 39, 40 & 41 & Lot 24 DP270152
6	Easement for Drainage of Water & Sewage (Whole of Lot) [J]	Lot 27 DP270152	1, 39, 40 & 41 & Lot 24 DP270152
7	Easement for Padmount Substation 2.75 wide [M]	40	Integral Energy Australia

Approved by Campbelltown Council

Dated 12/11/10

Z:\Word7\Data\02049-40 (88B).fina 1(10-9-10).doc

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

Number of item shown in the intention panel on the Plan	Identity of easement, prendre, restriction on the use of land 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
8	Restriction on the Use of Land [N]	40	Integral Energy Australia
9	Restriction on the Use of Land [P]	40	Integral Energy Australia

PART 2 (Terms)

1. **Terms of Easement for Services (whole of lot) [C] numbered 1 in the Plan:**
Terms as set out in Part 11 of Schedule 8 of The Conveyancing Act 1919 (as amended)

2. **Terms of Easement for Underground Cables and Street Lighting (whole of lot) [D] numbered 2 in the Plan:**

2.1 The authority benefited may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

Approved by Campbelltown Council

.....Dated. 12/11/10.....

f: /Src:U

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

2.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

2.3 The owner agrees that it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

2.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

2.5 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

easement site means that part of the lot burdened that is affected by this easement.

electrical equipment includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.

install includes construct, repair, replace, maintain, modify, use, and remove.

owner means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

Approved by Campbelltown Council

.....Dated. 12/11/10.....

Z:\Word7\Data\02049-40 (88B) fina l(10-9-10).doc

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

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

structure includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

3. **Terms of Easement for Drainage of Water (whole of lot) [E] numbered 3 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

4. **Terms of Easement for Drainage of Water 5 Wide [G] numbered 4 in the Plan:**
4.1 Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

5. **Terms of Easement for Drainage of Water and Sewage 10 Wide [H] numbered 5 in the Plan:**
5.1 Terms as set out in Parts 7 and 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

6. **Terms of Easement for Drainage of Water and Sewage (Whole of Lot) [J] numbered 6 in the Plan:**
6.1 Terms as set out in Parts 7 and 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

Approved by Campbelltown Council

Dated 12/11/10

f: /Src:U

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

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

7. **Terms of Easement for Padmount Substation 2.75 wide [M] numbered 7 in the plan:**
7.1 The authority benefited may:
(a) install electrical equipment within the easement site,
(b) excavate the easement site to install the electrical equipment.
(c) use the electrical equipment for the transmission of electricity,
(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

7.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

7.3 The owner agrees that it will not:
(a) install or permit to be installed any services or structure within the easement site, or
(b) alter the surface level of the easement site, or
(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

Approved by Campbelltown Council

Dated 12/11/10

Z:\Word7\Data\02049-40 (88B) final (10-9-10).doc

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

7.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

7.5 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

easement site means that part of the lot burdened that is affected by this easement.

electrical equipment includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

install includes construct, repair, replace, maintain, modify, use, and remove.

owner means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

structure includes building, wall, retaining wall, carport, driveway, fence, and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

Approved by Campbelltown Council

Dated 12/11/10

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

8. Terms of Easement Restriction on the Use of Land [N] numbered 8 in the plan:

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

(a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and

(b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

8.2 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

8.3 Definitions:

(a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

(b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

(c) **"erect"** includes construct, install, build and maintain

(d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan ~~up to a maximum height of 6 metres from the level of the substation footing.~~

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Approved by Campbelltown Council

Dated 12/11/10

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

9. **Terms of Easement Restriction on the Use of Land [P] numbered 9 in the plan:**

9.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

9.2 Definitions:

"erect" includes construct, install, build and maintain.

"restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

Approved by Campbelltown Council

.....Dated 12/11/10

Z:\Word7\Data\02049-40 (88B) fina l(10-9-10).doc

f: /Src:U

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

PETER BRIAN ICKLOW
.....
Name of Director

KEA ICKLOW
.....
Name of ~~Director~~/Secretary

EXECUTED by **Wood Green Investments Pty Ltd** ABN 24 001 156 083 in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

PETER BRIAN ICKLOW
.....
Name of Director

KEA ICKLOW
.....
Name of Director/Secretary

Approved by Campbelltown Council

.....Dated 12/11/10

Z:\Word7\Data\02049-40 (88B) fina l(10-9-10).doc

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

SIGNED on behalf of **INTEGRAL ENERGY AUSTRALIA** (ABN 59 253 130 878) by its Attorney pursuant to Power of Attorney Book 4573 No. 297 in the presence of:

.....
Signature of witness

RAY SIMMONDS
Name of witness (block letters)
c/- Integral Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

.....
Signature of attorney

Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 17 November 2010
Reference: URS10905

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED by **Zanrush Pty Ltd**)
ACN 044 579 723 in accordance with)
section 127 of the Corporations Act:)

.....
Signature of Director

Chandru Tolani
Name of Director

.....
Signature of Director/Secretary

Jailushen Tolani
Name of Director/Secretary

Approved by Campbelltown Council

.....Dated 12/1/10

Z:\Word7\Data\02049-40 (88B) final(10-9-10).doc

f: /Src:U

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

ePlan (DOC.4)

Lengths are in metres

Plan: DP270152

Plan of Subdivision of Lots 23 and 26 in D.P.270152 and Easements affecting Lots 2 and 27 in D.P.270152 Covered by Subdivision Certificate No 39 Dated: 12/11/2010

EXECUTED **by The Uniting Church (NSW) Trust Association Limited**

THE COMMON SEAL of THE UNITING CHURCH (N.S.W.) TRUST ASSOCIATION LIMITED A.C.N. 000 022 460 was hereunto affixed by the authority of the Directors previously given and in the presence of:-

.....
Secretary

.....
Director

THE UNITING CHURCH (N.S.W.) TRUST ASSOCIATION LIMITED
Common Seal
A.C.N. 000 022 460

REGISTERED 10.1.2011

Approved by Campbelltown Council

.....Dated 12/1/10

Z:\Word7\Data\02049-40 (88B) final(10-9-10).doc

PLAN FORM 2

Plan Drawing only to appear in this space

* OFFICE USE ONLY

DP 285479

SIGNATURE AND SEALS ONLY.

SCHEDULE OF REFERENCE MARKS PLACED

MARK	BEARING	DISTANCE	NATURE
S	44°15' / 136°30'	9.36 / 13.685	R.M. D.P. & W's.
T	5° 00'	4.3 & 14.95	"
U	5° 00'	3.75 & 14.15	"
W	129°00'	1.55 & 7.8	"
X	295°00'	4.7 & 10.9	"
Y	238° 00'	8.05 & 14.5	"
Z	154° 00'	3.9 & 10.2	"

DETAIL PLAN

SHEET 1 OF 2

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	124°20'20"	8-54		
2	48°00'00"	7-07		
3	84°00'00"	7-07		
4	174°00'00"	7-07		
5	84°00'00"	7-07		
6	93°00'00"	2		
7	93°00'00"	2		
8	138°00'00"	7-07		
9	138°00'00"	7-07		
10	47°02'40"	6-99		
11	39°00'00"	1-17		
12	175°28'20"	2-445		
13	256°44'40"	27-45	27-5	131-5
14	267°52'10"	23-525	23-555	131-5
15	272°23'20"	4-445	4-445	208-5
16	268°20'40"	24-975	24-99	208-5
17	261°49'50"	22-41	22-42	208-5
18	238°45'00"	1-925		
19	306°50'	11		
20	31°22'00"	10-19	10-205	53-5
21	273°00'00"	3-38		
22	14°49'30"	20-56	20-685	53-5
23	248°21'00"	10-51	10-515	131-5
24	66° 00' 00"	9-08	9.425	10
25	21° 00' 00"	18-61	18-71	10
26	178° 21' 00"	8-69	8-7	53-5

Registered: 27.2.1998

C.A. N° 184 1998 OF 12-2-1998

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UB237-8*

Last Plan: DP 270152

PLAN OF SUBDIVISION OF LOT 1 D.P. 270152

Lengths are in metres. Reduction Ratio 1:800

LGA: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets. (Delete if inapplicable)

I, BRENT DOUGLAS ANNIS - BROWN of P.O. BOX 208 PENNANT HILLS 2120

a surveyor registered under the Surveyors Act 1929, hereby certify that this survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 2ND SEPTEMBER 1997 1996

Signature: [signature] Surveyor registered under Surveyors Act 1929

Datum Line of Azimuth: A - B

THIS SURVEY RELATES TO LOTS 1-37 INCLUSIVE. ZONE: SUBURBAN

Plans used in preparation of survey/compilation D.P.

PANEL FOR USE ONLY for 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 TO DRAIN WATER (1·5 WIDE)
2. RESTRICTION ON USE OF LAND
3. EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (11 WIDE & VARIABLE).
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND.
7. EASEMENT FOR DRAINAGE OF SEWAGE (1·5 WIDE).

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements by the registration of plans), and

* (b) the requirements of (Part 3 Division 2 of the Water Board Act 1987, or (Part 5 division 7 of the Hunter Water Board (Corporation) Act 1991

have been complied with by the applicant in relation to the proposed Subdivision Insert 'new roads', 'subdivision' or 'consolidation' (all set out hereon

Subdivision No. 18 of 1998

Date 12th February 1998

(Signature) [signature] * Authorised Person

Council Ref. No. 5-3-8-3

* This part of certificate to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land is to be sold to wholly acquire the assets of operations of the Water Board and the Hunter Water Corporation Ltd or where it inapplicable

SURVEYOR'S REFERENCE: 808N1

(M) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

(Y) LAND EXCLUDES MINERALS - SEC 141 P.W. ACT, 1912

(Z) BENEFITED BY:- RIGHT OF CARRIAGEWAY 30 WIDE & VAR } DP 828971
EASEMENT FOR SERVICES 30 WIDE & VAR }
RIGHT OF FOOTWAY

(C) EASEMENT TO DRAIN WATER (1·5 WIDE)

(E) EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (11 WIDE & VARIABLE).

(G) EASEMENT FOR DRAINAGE OF SEWAGE (1·5 WIDE)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:2 of 6
Ref: /Src:U

DP285479

~~COMMUNITY PLAN~~
NEIGHBOURHOOD PLAN

SHEET 1 OF 5 SHEETS

NAME OF DEVELOPMENT, IF ANY: MACQUARIE LINKS ESTATE

'ADDRESS FOR SERVICE OF NOTICES': C/- Dynamic Property Services Pty Limited, Level 5, 162 Goulburn Street, Sydney, NSW 2010. Address amended Vide Request – AB454651

For reference to additional sheets see schedule below

Registered: 27.2.1998

This sheet is being continually updated to show the current subdivisional pattern of the scheme. For details of such updates and additional and replacement sheets added see schedule below.

Council's Approval No. 18 of 1998.
Date: 12 th February, 1998
Council Clerk's Signature: [signature]

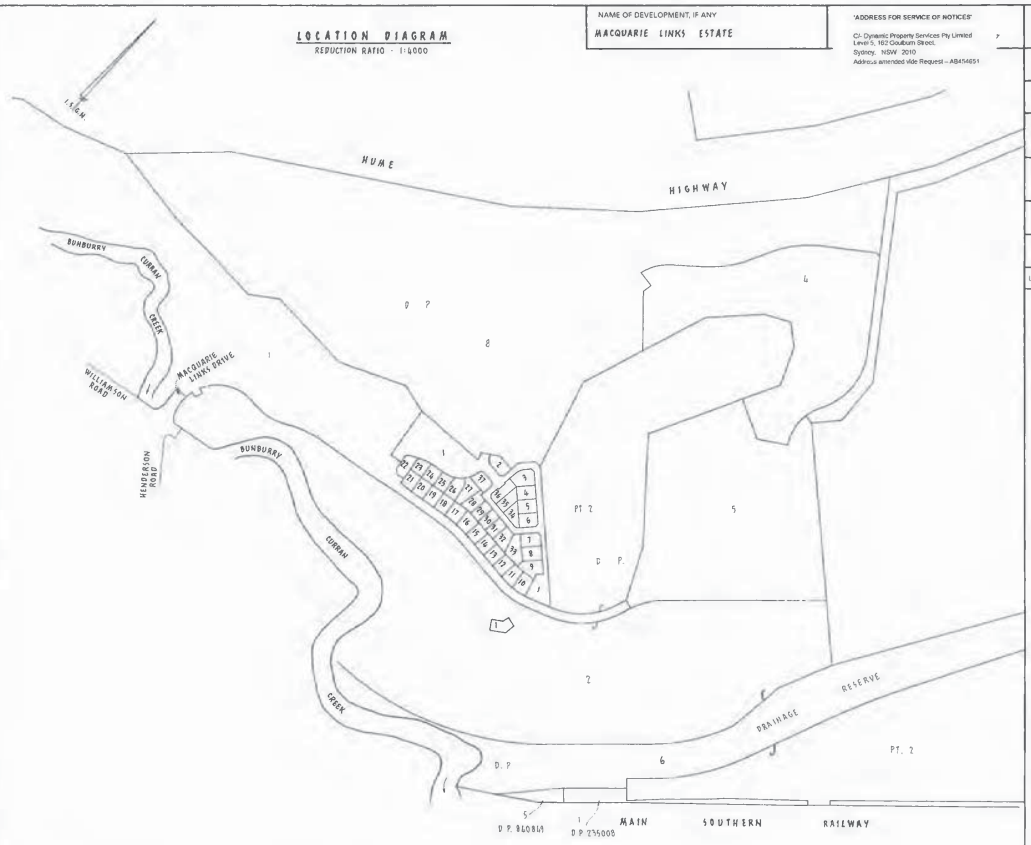
Surveyor's Signature: [signature]
Date: 2ND SEPTEMBER, 1997

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.

LOCATION DIAGRAM

REDUCTION RATIO - 1:6000



SURVEYOR'S REFERENCE: 808 N1

CDS 4

DP285479

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:1 of 6
Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 285479

Registered: 27.2.1998

This is sheet 4 of my plan in 6 sheets dated 2ND SEPTEMBER

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 6 sheets covered by my Certificate No. 18 of 1998.

Authorised Person

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

Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: 808 M1

SCHEDULE OF REFERENCE MARKS PLACED

MARK	BEARING	DISTANCE	NATURE
L	65°10' / 78°46'	7.6 / 19.43	R.M. D.H. & W's
M	117°00'	3.85 & 13.05	"
O	151°05'30"	3.85 & 13.05	"
P	168°26' / 162°58'	3.85 / 13.105	"
Q	162°20' / 168°58'	3.88 / 13.055	"
R	90°00'	3.85 & 13.1	"
S	16°15' / 78°50'	5.35 / 13.485	"
T	3°00'	6.3 & 14.95	"
U	3°00'	9.75 & 14.15	"
W	129°00'	1.55 & 7.8	"
X	295°00'	6.7 & 10.9	"
Y	278°00'	8.05 & 14.3	"
Z	156°00'	7.9 & 10.2	"

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD PROPERTY LOT ONLY

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	124°20'20"	8-594		
2	48°00'00"	7-07		
3	248°22'40"	10-91	10-915	131-5
4	264°00'00"	7-07		
5	66°00'00"	9-08	9-425	10
6	354°00'00"	7-07		
7	264°00'00"	7-07		
8	201°00'00"	18-54	18-85	90
9	93°00'00"	2		
10	273°00'00"	2		
11	138°00'00"	7-07		
12	318°00'00"	7-07		
13	227°02'40"	6-95		
14	221°14'50"	65-11	70-035	53-5
15	249°54'10"	28-755	28-87	93-5
16	123°45'00"	11-315		
17	168°45'00"	8-755		
19	273°45'00"	10		
20	303°45'00"	10		
21	333°45'00"	10		
22	348°45'00"	13-28		
23	258°45'00"	21-945		
24	338°51'	19-08	19-305	36-5
25	148°21'10"	8-69	8-7	53-5
26	224°49'30"	17-095	17-26	21-5

1.5 I.S.G.N.

R.M.C.I.P.TD (BEARING & DIST. FROM R.M.'L') (D.P. 270152)

R.M.'L' (D.P. 270152)

R.M.'K' (D.P. 270152)

R.M.'K'

R.M.'L'

R.M.'M'

R.M.'N'

R.M.'O'

R.M.'P'

R.M.'Q'

R.M.'R'

R.M.'S'

R.M.'T'

R.M.'U'

R.M.'V'

R.M.'W'

R.M.'X'

R.M.'Y'

R.M.'Z'

1 1.997 ha. NEIGHBOURHOOD PROPERTY

GOVERNORS WAY

ELIZABETH HENRIETTA CIRCUIT

COMMUNITY PROPERTY

D. P. 270152

(E) EASEMENT FOR UNDERGROUND MAINS & STREET LIGHTING EQUIPMENT (11 WIDE & VARIABLE)

(F) ELIZABETH HENRIETTA CIRCUIT

(G) EASEMENT FOR DRAINAGE OF SEWAGE (1.5 WIDE)

Plan Drawing only to appear in this space

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:4 of 6

Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 285479

Registered: 27.2.1998

This is sheet 5 of my plan in 6 sheets dated 2ND SEPTEMBER, 1997

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 6 sheets covered by my Certificate No. 18 of 1998.

Authorised Person

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

Reduction Ratio 1:800

SURVEYOR'S REFERENCE: 808 M1

DETAIL PLAN

SHEET 2 OF 2

SCHEDULE OF REFERENCE MARKS PLACED

MARK	BEARING	DISTANCE	NATURE
L	65°10' / 78°46'	7.6 / 19.43	R.M. D.H. & W's
M	117°00'	3.85 & 13.05	"
O	151°05'30"	3.85 & 13.05	"
P	168°26' / 162°58'	3.85 / 13.105	"
Q	162°20' / 168°58'	3.88 / 13.055	"
R	90°00'	3.85 & 13.1	"
S	16°15' / 78°50'	5.35 / 13.485	"

SSM 76786 FD

'B'

'A'

SSM 76218 FD

90° 04' 25" 703.495 (NOT TO SCALE)

1011.22 m BY CO-ORDINATES (GRID) (1011.73 m BY SURVEY) (NOT TO SCALE)

1116.23 m BY CO-ORDINATES (GRID) (1117.21 m BY SURVEY) (NOT TO SCALE)

1.5 I.S.G.N.

R.M.C.I.P.TD (BEARING & DIST. FROM R.M.'L') (D.P. 270152)

R.M.'L' (D.P. 270152)

D P 270152

1 NEIGHBOURHOOD PROPERTY

GOVERNORS WAY

ELIZABETH HENRIETTA CIRCUIT

SSM 97496 94°12'-3.895 to centre

COMMUNITY PROPERTY

SSM HOLD TO SSM 97496 285°10'30" 885.11 (NOT TO SCALE)

SSM HOLD TO SSM 97496 247°10'30" 885.11 (NOT TO SCALE)

SSM HOLD FD (ON MACQUARIE FIELDS RAILWAY STATION)

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	265°21'10"	15-175	15-21	66
2	303°45'00"	11-315		
3	46°45'30"	12-095	12-26	21-5
4	338°51'	19-08	19-305	36-5
5	67°30'30"	22-09	22-145	93-5
6	76°41'20"	6-725	6-725	93-5
7	67°13'40"	21-37	21-515	53-5
8	46°16'00"	17-595	17-625	53-5

SURVEY PRACTICE REGULATION 1996 - CLAUSE 32(2)

MARK	ISG CO-ORDINATES EASTING	ISG CO-ORDINATES NORTHING	ZONE	ACC
SSM 76218	287 650 817	1238 219 060	561	2
SSM 76786	288 108 335	1239 117 596	561	2
SSM 61060	288 762 357	1238 111 480	561	2

SOURCE: ISG CO-ORDINATES ADOPTED FROM SCIMS AT 2ND SEPTEMBER, 1997

MEAN SEA LEVEL AND SCALE FACTOR = 0.99996

(C) EASEMENT TO DRAIN WATER (1.5 WIDE)

(E) EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (11 WIDE & VARIABLE).

Plan Drawing only to appear in this space

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:3 of 6

Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 285479

Registered: 27.2.1998

This is sheet 4 of my plan in 6 sheets dated 2nd SEPTEMBER 1997.

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 6 sheets covered by my Certificate No. 18 of 1998.

Authorised Person

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

Reduction Ratio 1:

SIGNATURES AND SEALS ONLY

JOAN BETTY HALEY BY HER ATTORNEY ERIK BYGRAVE PURSUANT TO POWER OF ATTORNEY REGISTERED 7018767M AND I DECLARE THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH POWER OF ATTORNEY

E Bygrave

E Bygrave

M.R. Goldsmith

Peter Duncan

M. M. Duncan

P. Hutton

AS AGENT FOR HER ATTORNEY E J STRETTON UNDER POWER OF ATTORNEY BOOK 4454 NO 491

James Scott

Elliott

Stewart

D.J. Morris

Jacinta Bligh

J. Dodds

D. Hayfield

G.J. Lingard DIRECTOR

J. Lingard SECRETARY

THE COMMON SEAL OF CARWILL PTY. LIMITED A.C.N. 000 087 [illegible] WAS HEREUNTO AFFIXED IN THE PRESENCE OF

G.J. Lingard DIRECTOR

Jane Polkinghorne SECRETARY

of P. Byrne

M. Bygrave

M. Bygrave

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 808 MN1

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:6 of 6

Ref: /Src:U

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 285479

Registered: 27.2.1998

This is sheet 5 of my plan in 6 sheets dated 2ND SEPTEMBER 1997

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 6 sheets covered by my Certificate No. 18 of 1998.

Authorised Person

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

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	18	
3	18	
4	18	
5	18	
6	19	
7	18	
8	18	
9	19	
10	18	
11	18	
12	18	
13	18	
14	18	
15	18	
16	18	
17	18	
18	18	
19	18	
20	18	
21	18	
22	18	
23	18	
24	18	
25	18	
26	18	
27	18	
28	18	
29	18	
30	18	
31	19	
32	18	
33	18	
34	18	
35	18	
36	18	
37	18	
TOTAL	650	

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE 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 SEC 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 5A 5B ETC. AS THE CIRCUMSTANCES REQUIRE

I, BRENT DOUGLAS ANNIS-BROWN BEING A REGISTERED SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929, CERTIFY THAT NO VALUATION HAS BEEN MADE AND THAT THE UNIT ENTITLEMENTS ARE BASED UPON AN ESTIMATE OF THE RELATIVE VALUE OF THE LOTS

DATE: 2ND SEPTEMBER 1997

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 808 MN1

Req:R245997 /Doc:DP 0285479 P /Rev:27-May-2005 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:5 of 6

Ref: /Src:U

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

Lengths are in Metres

Sheet 1 of 8 Sheets

Plan:

DP285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998. dated 12th February, 1998.

PART 1

Full name and address of Proprietor of land:

JESSICA INVESTMENT PTY LIMITED
LEVEL 2/24 THOMAS STREET
CHATSWOOD NSW 2067

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

EASEMENT TO DRAIN WATER (1.5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
11	29, 30, 31, 32 and 33
17	23, 24, 25, 26, 27 and 28
24	23
25	23 and 24
26	23, 24 and 25
27	23, 24, 25, 26 and 28
30	29
31	29 and 30
32	29, 30 and 31
33	29, 30, 31 and 32

2. Identity of Restriction secondly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
7, 8 and 9	Campbelltown City Council

3. Identity of Easement thirdly referred to in abovementioned plan.

EASEMENT FOR UNDERGROUND MAINS AND STREET LIGHTING EQUIPMENT (11 WIDE & VARIABLE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
1	Integral Energy Australia

REGISTERED 27.2.1998

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

Lengths are in Metres

Sheet 2 of 8 Sheets

Plan: DP 285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998. dated 12th February, 1998.

PART I (Contd)

4. Identity of Restriction fourthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
Every lot except Lot 1	Campbelltown City Council

5. Identity of Restriction fifthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
11, 12, 17 and 18	Campbelltown City Council

6. Identity of Restriction sixthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Name of Authority Benefited
22	Campbelltown City Council

7. Identity of Easement seventhly referred to in abovementioned plan.

EASEMENT FOR DRAINAGE OF SEWAGE (1.5 WIDE)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened	Lots Benefited
1, 3, 4, 5, 6, 7, 8 and 9	Lot 6 D.P.240335 and Lot 1 D.P.240944

REGISTERED 27.2.1998

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

Lengths are in Metres

Plan: DP 285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II

1. Terms of Easement Firstly referred to in abovementioned plan.

   Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended).

2. Terms of Restriction Secondly referred to in abovementioned plan.

   That the owners or occupiers of the lots so burdened shall not deposit household refuse containers for the collection by Campbelltown City Council or its appointed contractor in any location other than behind the kerb adjacent to the north western boundary of Lot 7 measuring 31.635 metres.

   The authority empowered to release vary or modify the above restrictions, is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. Terms of Easement for Underground Mains and Street Lighting Equipment Thirdly referred to in abovementioned plan.

   1. Full and free right and licence for the Authority Benefited to erect electricity equipment on and under the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:

      (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and

      (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and

      (c) to remove any encroachments from the easement site, and

      (d) to excavate the easement site for the purposes of this easement.

REGISTERED 27.2.1998

f: /Src:U

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

Lengths are in Metres

Plan: DP 285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II (Contd)

3. Terms of Easement for Underground Mains and Street Lighting Equipment Thirdly referred to in abovementioned plan (contd)

   2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

   3. The owners of the lot burdened covenants with the Authority Benefited that the Owner:

      (a) will not erect or permit to be erected any structure on or under the easement site, and

      (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and

      (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

   without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

   4. The Owner of the land lot burdened covenants with the Authority Benefited that it will not hold the Authority Benefited liable for any loss, damage or claims made arising from the location of electricity equipment in positions requested or directed by the Owner.

   5. **"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

      "Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

REGISTERED 27.2.1998

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

Lengths are in Metres

Sheet 5 of 8 Sheets

Plan: DP 285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II (Contd)

3. Terms of Easement for Underground Mains and Street Lighting Equipment Thirdly referred to in abovementioned plan (contd)

"Electricity equipment" means underground electricity cables, ducts, street lighting equipment and ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by S.88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

4. Terms of Restriction Fourthly referred to in abovementioned plan.

(a) No excavation or alteration of surface levels in excess of 900mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with the National Association of Testing Authorities, Australia ("NATA").

(b) No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with NATA and approved by the Council of the City of Campbelltown.

The authority empowered to release vary or modify the above restrictions, is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

REGISTERED 27.2.1998

300

f: /Src:U

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

Lengths are in Metres

Sheet 6 of 8 Sheets

Plan: DP 285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II (Contd)

5. Terms of Restriction Fifthly referred to in abovementioned plan.

No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Council of the City of Campbelltown (hereinafter called the Council). Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any Building Application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.

The authority empowered to release vary or modify the above restrictions, is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

6. Terms of Restriction Sixthly referred to in abovementioned plan.

Vehicular access to the open accessway is prohibited from Lot 22 other than across the northern boundary of Lot 22 measuring 13.235 metres and 11.295 metres.

The authority empowered to release vary or modify the above restrictions, is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

REGISTERED 27.2.1998

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

Lengths are in Metres

Sheet 7 of 8 Sheets

Plan: DP285479

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II (Contd)

THE COMMON SEAL of JESSICA INVESTMENTS PTY LIMITED was hereunto affixed by resolution of the Directors in the presence of:

Common Seal
JESSICA INVESTMENTS PTY. LIMITED
A.C.N. 001 156 109

. . . . . .
Acting Secretary

. . . . . .
Director

REGISTERED 27.2.1998

DP285479

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

Lengths are in Metres

Sheet 8 of 8 Sheets

Plan:

Subdivision of Lot 7 in Deposited Plan covered by Council's Certificate No. 18 of 1998 dated 12th February, 1998.

PART II (Contd)

ACCEPTED
GENERAL MANAGER

REGISTERED 27.2.1998

THE COMMON SEAL of ACN 010 550 751
LAWYERS PRIVATE MORTGAGES PTY LIMITED
was hereunto affixed by authority
of the Board of Directors in the
presence of:

Director

Secretary

THE COMMON SEAL of ACN 000 087 454
CARWILL PTY LIMITED
was hereunto affixed by authority
of the Board of Directors in the
presence of:

Director

Director

THE COMMON SEAL of
CARANJA PTY LIMITED 001 259 258
was hereunto affixed by authority
of the Board of Directors in the
presence of:

Director

Secretary

SIGNED by E BYERS
in the presence of:

Signature of Witness

E BYERS

SIGNED by J B HALEY
in the presence of:

Signature of Witness

JOAN BETTY HALEY BYHER
ATTORNEY ERIN BYERS PURSUANT
TO POWER OF ATTORNEY REGISTERED
7018676/4

J B HALEY

REGISTERED 27.2.1998

SIGNED by W R GOLDSMITH
in the presence of:

Signature of Witness

W R GOLDSMITH

SIGNED by J FITZGERALD
in the presence of:

Signature of Witness

J FITZGERALD

SIGNED by J D ISLES
in the presence of:

Signature of Witness

J D ISLES

SIGNED by J M BEYNON
in the presence of:

Signature of Witness

J M BEYNON

SIGNED by H K BYERS
in the presence of:

Signature of Witness

H K BYERS

SIGNED by J SCOTT & D G SCOTT
in the presence of:

Signature of Witness

D G SCOTT

J SCOTT

REGISTERED 27.2.1998

DP285479 SHEET 11 OF 11 SHEETS

SIGNED by A K MASSIE & D J MASSIE
in the presence of:

Signature of Witness

D J MASSIE

A K MASSIE

ANNE EDNA MAY BURKE by her
Attorney EDWARD JOSEPH STRETTON
Pursuant to Power of Attorney registered
Book 4004 No 911 and I declare that I have
no notice of the revocation of the said .
Power of Attorney
IN THE PRESENCE OF:

Signature of Witness

E J STRETTON

SIGNED by F P PIGOTT
in the presence of

Signature of Witness

F P PIGOTT

SIGNED by P L PIGOTT
in the presence of

Signature of Witness

P L PIGOTT

SIGNED by G A McDONALD & J P McDONALD
in the presence of:

Signature of Witness

J P McDONALD

G A McDONALD

REGISTERED 27.2.1998

Req:R245992 /Doc:DP 0285792 P /Rev:27-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:1 of 5
Ref: /Src:U

LOCALITY DIAGRAM

HUME HIGHWAY
GOVERNORS WAY
LORD CASTLEREAGH CIRCUIT
BARRACK CIRCUIT
JAMES MEEHAN WAY
LOGBRAE WAY

MACQUARIE LINKS ESTATE

NAME OF BODY CORPORATE: THE COMMUNITY ASSOCIATION D.P. 270152
NAME OF MANAGEMENT GROUP OF ZONE/PARTS:
LOTS: 1 - 828 EXCLUDING PARK, GOLF COURSE

DP285792
SHT 1 OF 5 SHEETS

Registered 28.11.2003

This sheet is being created because the current plan sheet is full. Additional sheets added are numbered consecutively.

Council's Approval No.
Date
Council Clerk's Signature

Surveyor's Signature
Date 18th JULY 2002

SCHEDULE OF CHANGES TO THE SCHEME

Lot No. | Details | Sheet No.

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN
SHEET 2 OF 2

SHEET 1 ADJOINS

DP285792

Registered: 28.11.2003

This is sheet 3 of my plan in 5 sheets dated 9th July, 2002

Surveyor registered under the Surveying Act 2002

This is sheet ... of the plan of sheets covered by my Certificate No. ... of ...

General Manager/Authorised Person

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

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 168 109 Seal

PETER BRIAN ICKLOW — ALIX ESTHER ICKLOW

Dated at Sydney this 30th Day of OCTOBER 2003
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney — JOHN WATKINS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of (Signature)

YANIKA CEA (Print Name)

BANK OFFICER (Title)

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)							
MARK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	CLASS/ ORDER	R.L. AHD	VERT. ACC.
S.S.M.36786	303453.221	6238551.609	56	B/2	67	7
S.S.M.41040	304126.839	6237558.320	56	C/U	24.392	2
S.S.M.95070	302874.043	6237428.409	56	C/U		

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR 1.000069

(B) EASEMENT FOR SUPPORT (3 WIDE)

CONNECTION: 'A' S.S.M. 95070 TO S.S.M 36786 27°16'40" – 1263.660 BY SURVEY
'B' S.S.M. 36788 TO S.S.M. 41040 27°16'40" – 1263.648 BY COORDINATES (GROUND)
S.S.M. 36788 TO S.S.M 41040 145°51'31" – 1200.106 BY SURVEY
145°51'22" – 1200.077 BY COORDINATES (GROUND)

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	207°25'20"	13.2	13.2	259
2	210°59'00"	14.085	14.085	192
3	216°17'30"	21.49	21.5	192
4	222°15'40"	18.495	18.5	192
5	227°47'00"	18.495	18.5	192
6	233°18'10"	18.495	18.5	192
7	238°48'20"	18.495	18.5	192
8	244°20'40"	18.495	18.5	192
9	250°05'40"	20.025	20.035	192
10	256°08'10"	20.455	20.465	192
11	252°27'30"	20.635	20.68	88
12	237°30'20"	25.165	25.25	88

Reduction Ratio 1: 800

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 808NH13

Req:R245992 /Doc:DP 0285792 P /Rev:27-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:3 of 5
Ref: /Src:U

PLAN FORM 2 — Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 168 109 Seal

PETER BRIAN ICKLOW DIRECTOR — ALIX ESTHER ICKLOW SECRETARY

Dated at Sydney this 30th Day of OCTOBER 2003
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney — JOHN WATKINS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of (Signature)

YANIKA CEA (Print Name)

BANK OFFICER (Title)

DETAIL PLAN
SHEET 1 OF 2

SCHEDULE of SHORT and CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
13	221°04'00"	25.165	25.25	88
14	204°22'50"	25.905	26	88
15	191°25'20"	9.74	9.74	127
16	192°34'20"	10.27	10.275	88
17	197°40'50"	17.985	18	127
18	203°48'10"	17.985	18	127
19	213°55'20"	17.985	18	127
20	221°41'00"	16.38	16.4	127
21	22°27'50"	12.775	12.775	191
22	218°14'50"	22.01	22.02	191
23	225°22'50"	1.855		

(W) RESERVATIONS AND CONDITIONS – SEE CROWN GRANT
(Y) LAND EXCLUDES MINERALS VIDE SEC. 141 PUBLIC WORKS ACT, 1912
(z) – BENEFITED BY RIGHT OF CARRIAGEWAY 30 WIDE & VAR. – DP 828871
– BENEFITED BY EASEMENT FOR SERVICES 30 WIDE & VAR. – DP 828871
– BENEFITED BY RIGHT OF FOOTWAY – DP 828871

1 NEIGHBOURHOOD PROPERTY 104.9m²

(B) EASEMENT FOR SUPPORT (3 WIDE)

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)							
MARK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	CLASS/ ORDER	R.L. AHD	VERT. ACC.
S.S.M.36786	303453.221	6238551.609	56	B/2	67	7
S.S.M.41040	304126.839	6237558.320	56	C/U	24.392	2
S.S.M.95070	302874.043	6237428.409	56	C/U		

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR 1.000069

CONNECTION: 'A' S.S.M. 95070 TO S.S.M 36786 27°16'40" – 1263.660 BY SURVEY
'B' S.S.M. 36788 TO S.S.M. 41040 27°16'40" – 1263.648 BY COORDINATES (GROUND)
S.S.M. 36788 TO S.S.M 41040 145°51'31" – 1200.106 BY SURVEY
145°51'22" – 1200.077 BY COORDINATES (GROUND)

Crown Lands Office Approval
PLAN APPROVED ... Authorised Officer
Land District ...
Paper No. ...
Field Book ... pages ...

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 lease no(s))
*(Authorised Officer/General Manager/Accredited Certifier)
Consent Authority:
Date of endorsement: 23rd OCTOBER 2003
Accreditation No.:
Subdivision Certificate No. 98 of 2003
File No.: 93886-2
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
Note: whichever is inapplicable

DP285792

Registered: 28.11.2003
C.A.: SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref Map: UB237-8
Last Plan: DP 270152

PLAN OF SUBDIVISION OF LOT 30 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1: 800

L.G.A.: CAMPBELLTOWN
Locality: MACQUARIE LINKS
Parish: MINTO
County: CUMBERLAND

This is sheet 2 of my plan in 5 sheets. (Delete if inapplicable)

Surveying Regulation 2001
I, BRENT DOUGLAS WHITE-BROWN of P.O. BOX 208 PENNANT HILLS 1715 a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in the plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 9th July, 2003
The survey relates to LOTS 1 TO 28 INCLUSIVE
(Strike out inapplicable clauses and specify any land shown in the plan that is not the subject of the survey)
Datum Line: 'A' – 'B'
Zone: Subarban/Country
(Signature) Surveyor registered under the Surveying Act, 2002

Plans used in preparation of survey/compilation
D.P. 270152
D.P. 285556
D.P. 285663

PANEL FOR USE ONLY for statements of intension 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. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND.
5. EASEMENT TO DRAIN SEWAGE (3 WIDE)
6. EASEMENT FOR SUPPORT (3 WIDE)
7. RESTRICTION ON THE USE OF LAND

CAMPBELLTOWN CITY COUNCIL ACCEPTED
(DELEGATE, SIGNATURE/AUTHORISED PERSON)

SURVEYOR'S REFERENCE: 808NH13

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R245992 /Doc:DP 0285792 P /Rev:27-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:2 of 5
Ref: /Src:U

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP285792

Registered SB 24.11.2003

This is sheet 5 of my plan in 5 sheets dated 9TH JULY, 2002

Surveyor registered under the Surveying Act 2001

This is sheet of the plan of sheets covered by my Certificate No. of

General Manager/Authorised Person

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

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	18	
3	18	
4	19	
5	18	
6	18	
7	21	
8	21	
9	21	
10	21	
11	21	
12	21	
13	21	
14	23	
15	21	
16	21	
17	21	
18	21	
19	18	
20	19	
21	18	
22	18	
23	18	
24	18	
25	18	
26	18	
TOTAL	490	

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE 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 SEC 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 5A, 5B AS THE CIRCUMSTANCES REQUIRE

Common Seal JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

PETER BRIAN ICKLOW

I, BRENT DOUGLAS ANNIS-BROWN BEING A REGISTERED SURVEYOR REGISTERED UNDER THE SURVEYORS ACT, 2001, CERTIFY THAT NO VALUATION HAS BEEN MADE AND THAT THE UNIT ENTITLEMENTS ARE BASED UPON AN ESTIMATE OF THE RELATIVE VALUE OF THE LOTS

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 80BNH13

Req:R245992 /Doc:DP 0285792 P /Rev:27-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:5 of 5
Ref /Src:U

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NEIGHBOURHOOD PROPERTY PLAN

DP285792

Registered SB 24.11.2003

This is sheet 4 of my plan in 5 sheets dated 9th July, 2002

Surveyor registered under the Surveying Act 2001

This is sheet of the plan of sheets covered by my Certificate No. of

General Manager/Authorised Person

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

Common Seal JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

PETER BRIAN ICKLOW ALIX ESTHER ICKLOW

Dated at Sydney this 5th Day of December 2003

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney Sean Watkins who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4318

Signed in the presence of (Signature)

YANIYEA CEA (Print Name)

BANK OFFICER (Title)

SCHEDULE of SHORT and CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	225°22'50"	1.655		
2	223°27'50"	12.775	12.775	191
3	218°14'50"	22.01	22.02	191

M. C. A. N.

HUME HIGHWAY (VARIABLE WIDTH)

S.S.M.128526 PL

22 D.P. 270152

R.M.D.K.A.W.T.D. 124.35 (D.P.270152)

R.M.D.K.A.W.S.D. 124.57 (D.P.285663)

GOVERNORS WAY

1 NEIGHBOURHOOD PROPERTY 104.9m²

279°49'-16.37 (D.P.270152)

S.S.M.128787/FD

LOCHBURIE WAY (17 WIDE)

S.S.M.128527 PL

33 D.P. 270152

(A) EASEMENT TO DRAIN SEWAGE (3 WIDE)

Reduction Ratio 1: 600

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 80BNH13

Req:R245992 /Doc:DP 0285792 P /Rev:27-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:4 of 5
Ref /Src:U

f: /Src:U

DP 285792

COVER SHEET FOR SECTION 88B INSTRUMENT

****

ATTENTION

****

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

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	24.11.2003	5	10

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

306

f: /Src:U

Sheet 1 of 10 Sheets

DP285792

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78 of 2003

Instrument setting out terms of Easements and Restrictions on the Use of Land. Intended to be created and released pursuant to Section 88b of the Conveyancing Act, 1919.

Measurements are in metres	Sheet 1 of 10 Sheets
Plan:	Subdivision of Lot 30 DP270152 Covered by Subdivision Certificate No. 78 of 2003
Full name and address of owner of the land:	**Jessica Investments Pty Limited** Locked Bag 1011 GORDON NSW 2072

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or restriction 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 lot except lot 1	Every other lot except lot 1
2	Restriction on the Use of Land	Each lot except Lot 1	Campbelltown City Council
3	Restriction on the Use of Land	Each lot except Lot 1	Campbelltown City Council
4	Restriction on the Use Of Land	20 and 21	Campbelltown City Council

Approved by Campbelltown City Council

.....Dated 24/10/03.....

JW:JSMP 20349_007.DOC

DP285792

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78

PART 1 (Cont'd)

5	Easement to Drain Sewerage (3 wide)	1	Lot 1 in DP 240944 And Lot 6 in DP 240335
6	Easement for Support (3 wide)	11 to 20 inclusive	1
7	Restriction on the Use of Land	1	Campbelltown City Council

PART 2 (Terms)

1. **Terms of Restriction on the use of land numbered 1 in the Plan**

(a) No building, other structure or landscaping shall be erected or undertaken on a Lot burdened unless that building, other structure or landscaping complies with the following standard:

Item	Standard
House Size (minimum – excluding garage area)	Lot Area over 800 square metres – 275sqm Lot Area under 800 square metres – 250 sqm
Roof Mounted Fixtures	Television Antennas – no more than 1 per lot. No more than 1.5metres above highest point of roof No satellite dishes. Only split solar hot water units not visible from the street at same pitch as roof. No water tanks on roof.
Roof Materials and Colour	Concrete or clay tile. Metal roof with approval. Colour – Grey or red. Black is prohibited. Mottles, blends, dominate colours and other materials are prohibited.
Eaves, Downpipes and Gutters	Quad design.
House Materials	External Walls – face brick or rendered masonry. Other materials (including timber cladding) up to a maximum of 10% of wall area. Plain flat sheeting prohibited.

Approved by Campbelltown City Council

.....dated 24/10/03

JW:PSMF 20349_007.DOC

307

DP285792

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78

Item	Standard
House Colours	**Main walls** Unpainted flush jointed face brick of monotone colour. Mottles, blends, tumbled or distressed profile bricks prohibited. **Rendered or Bag Rendered Masonry** Colours – Dulux Soap Stone (40YY 58/072) or Water Chestnut (30YY 62/127) or Beachcomber (20YY 58/082) or similar. **Other Materials** Painted to tone with main wall colour. **Windows, Door Frames, Shutters, Balustrading, Trim** To tone with main wall colour. **Fascias and Barges** White or off white or to tone with main wall colours. **Eaves, Gutters and Rainwater Downpipes** Coloured to match roof or white or to tone with main wall colour. **Pergola Verandah Posts and Beams** White or to tone with main wall colour. **Garage Door** White or to tone with main wall colour.
Garages	Attached to main building and fully enclosed. Minimum area of garage 15 square metres
Garden Walls, Retaining Walls and Embankments	No retaining wall may be constructed forward of house unless:- • Constructed of same material as house or as otherwise approved; • No less than 1 metre from side boundary; • If higher than 500mm is structurally certified. No site excavation or fill within 500mm of lot boundary. No garden or retaining shall be: • Over 500mm unless structurally certified; • Below natural ground level; • Within 500mm of boundary; • Constructed of timber sleepers or Kopper logs or similar. Embankments to have maximum slope of 1 in 3. Garden or retaining walls to blend with house materials.
Ancillary Buildings	All ancillary buildings are prohibited.
Swimming Pools	No above ground pools. Minimum 1m landscaping between any pool surround or boundary.

Approved by Campbelltown City Council

.....dated 24/10/03

JW:PSMF 20349_007.DOC

DP285792

Sheet 4 of 10 Sheets

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78

PART 2 (Terms) (cont'd)

Item	Standard
Fencing	**All fences** To be parallel to natural ground level. No metal clad, fibro cement or asbestos cement fibreglass fencing permitted. **Front Fence** No fence or garden wall to the lot frontage or in front of house. **Side and Rear Fences** 1.8m high lapped and capped timber or masonry, (if masonry, to match house colour). No closer to the street than 1 metre back from front wall of main house structure. **Corner Lot Privacy Fences** Extending not more than 30% of side street frontage length. At least half length setback 900mm from street frontage. No wall is to extend further than 1metre back from the front of the house. **Fences Bounding Golf Course or Community Land** 1.8metre high black pipe or chain wire with plantings on house sides.
Paving and Driveway Materials	Brick pavers, tiles or faux-brick stamped concrete in soft sandstone or greytones. Mottles, blends and bright colours prohibited.
Driveways	Maximum grade of 1 in 5 with a transition at a maximum gradient of 1 in 15 for 2.5metres at the boundary and garage entrance. Driveway width no wider than 3.6metres between the kerb and lot frontage.
External Plumbing and Services	Other than rainwater downpipes, no sanitary plumbing or other pipes, vents or conduits are permitted on external walls of buildings.

Approved by Campbelltown City Council

.....dated 24/10/03.....

JW:PSMF_20349_007.DOC

DP285792

Sheet 5 of 10 Sheets

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78

PART 2 (Terms) (cont'd)

(b) No lot may be subdivided.

(c) Not more than one building shall be erected on a Lot and such building shall not be used or be permitted to be used other than as a private dwelling.

(d) No main building shall be erected or be permitted to remain erected within 6 metres of an open access, 1.5metres from a side boundary or 3.5metres from a rear boundary provided that the setback to the rear boundary may be reduced to 2metres for no more than thirty percent of the rear width of that main building.

(e) No eaves or guttering shall be erected or be permitted to remain erected within 0.9metres of a side boundary.

(f) No pergola, verandah, terrace not forming part of the main building shall be erected or be permitted to remain erected within 4.5metres of an open accessway.

(g) No structure, including retaining walls above or below 1metre from natural surface, shall be erected or be permitted to remain erected within 1.5metres of a side boundary.

(h) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on a Lot.

(i) No attached garage shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.

(j) No advertisement hoarding or "For Sale" sign or any other similar structure will be erected or permitted to remain on a Lot nor shall a Lot or any building erected thereon be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20. In the event of a purchaser or anyone acting on his behalf placing a sign a Lot in contravention of this restriction the Vendor shall be entitled to remove same and the purchaser grants to the Vendor a licence to enter on to the Lot for this purpose.

(k) No garage or outbuilding shall be erected or permitted to remain except until

Approved by Campbelltown City Council

.....dated 24/10/03.....

JW:PSMF_20349_007.DOC

after or concurrently with the erection of any main building.

(l) No main building shall be used or occupied for residential purposes until the completion of the construction of garaging or other vehicle accommodation.

(m) 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.

(n) In these restrictions as to user:

"The Vendor" shall mean Jessica Investments Pty Limited its successors nominees or assigns other than purchasers for sale.

"The Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

"Lot" shall mean each Lot in the Plan burdened by this restriction.

(k) The person having the right to release, vary or modify these restrictions is the vendor for such a period as it is the registered proprietor of any lot in the Plan or for the period of 5 years from the date of registration whichever is the later. After this period, the body having the right to release, vary or modify these restrictions shall be the Executive Committee for Community Association DP270152

(l) In addition to the lots benefited by the restrictions, for a period of five (5) years from the date of registration, Jessica Investments Pty Limited shall be entitled to the benefit of the restrictions and may bring proceedings to enforce those restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by the restrictions.

Approved by Campbelltown City Council

.....dated 24/10/03.....

JW:PSMF 20349_007.DOC

PART 2 (Terms) (cont'd)

2. **Terms of Restriction on the use of land numbered 2 in the Plan**

(a) No excavation of surface levels in excess of 500mm or compaction of fill in excess of 400mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with the National Association of Testing Authorities, Australia ("NATA").

(b) No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with NATA and approved by the Campbelltown City Council.

The Authority empowered to release vary or modify the above restrictions is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. **Terms of Restriction on the use of land numbered 3 in the Plan.**

(a) No building shall be erected or remain on the land hereby burdened which has a height which exceeds the Australian Height Datum Level referred to for that lot without the consent in writing of Campbelltown City Council.

(b) The Council may require that a registered surveyor certify that the height level for any building constructed on the lot does not exceed the Australian Height Datum Level referred to for that lot.

(c) The Authority empowered to release vary or modify the above restrictions is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

(d) The relevant height datum levels for each lot are as follows: -

Lot	Reduced Level
2	68.82
3	68.49
4	68.27
5	68.05
6	68.14
7	68.23

Approved by Campbelltown City Council

.....dated 24/10/03.....

JW:PSMF 20349_007.DOC

DP285792

PART 2 (Terms) (cont'd)

8	68.23
9	68.23
10	67.87
11	67.51
12	67.15
13	67.08
14	67.00
15	66.53
16	66.09
17	65.66
18	64.76
19	63.87
20	62.98
21	62.47
22	61.97
23	61.79
24	61.36
25	63.13
26	64.10

4. **Terms of Restriction on the Use of Land numbered 4 in the Plan**

i) No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by Campbelltown City Council (hereinafter called the Council). Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any Building Application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council requirements.

ii) No alteration of the brick wall along the north eastern boundary of Lot 20 and the south western boundary of Lot 21 is permitted without written permission of Council and the proprietor of the lot burdened is responsible for maintaining, repairing or replacing the brick wall.

iii) The Authority empowered to release vary or modify the above restrictions, is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Approved by Campbelltown City Council

.....dated 24/10/03

JW:PSMF 20349_007.DOC

DP285792

5. **Terms of Easement on the use of land numbered 5 in the Plan**

Easement to Drain Sewerage as set out in Part 4 of Schedule 8 of the Conveyancing Act 1919 (as amended).

6. **Terms of Easement for Support numbered 6 in the Plan**

Easement for support of the soil in the lots benefited as weighted with any improvements which the proprietor for the time being may from time to time see fit to erect or allow to be erected thereon with full and free power, liberty, licence and authority from time to time and at all times hereafter to every person authorised by it to enter upon go return pass and repass through along and over the burdened lot of any such person authorised by it as aforesaid without vehicles and to use the burdened lot for the purpose of maintaining and repairing on the burdened lot a wall to serve as a support for the surface subsoil and undersurface of the lot benefited by this easement including all improvements thereon and do all such other incidental acts and things as may be necessary in the premises to enable the aforesaid purposes to be carried out and for all or any of the said purposes to pull down and re-erect any fences or other posts on the burdened lot and the burdened lot shall not be used or be permitted to be used in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall as a support for the lot benefited as aforesaid or which may injure or damage the said wall or in any way impair its efficiency and if the proprietor for the time being of the burdened lot should do or suffer to be done any act or thing which may in any way injure damage or impair the said wall he shall be liable at his own expense to properly and substantially repair and make good all such injury and damage.

7. **Terms of Restriction on the Use of Land numbered 7 in the Plan**

i) No alteration of the surface level of the lot burdened is permitted without the written approval of the Campbelltown City Council.

ii) The Authority empowered to release vary or modify the above restrictions is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Approved by Campbelltown City Council

.....dated 24/10/03

JW:PSMF 20349_007.DOC

Sheet 10 of 10 Sheets

DP285792

Subdivision of Lot 30 DP 270152 covered by Subdivision Certificate No. 78

The **COMMON SEAL of JESSICA INVESTMENTS PTY LIMITED** was hereunto affixed by the authority of the Board of Directors in the presence of:

Common Seal
JESSICA INVESTMENTS PTY. LIMITED
A.C.N. 001 156 109

Director PETER BRIAN ICKLOW

Secretary ALIX ESTHER ICKLOW

Dated at Sydney this 30th Day of OCTOBER 2003
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney JOHN WATKINS
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of

(Signature)

YANIRA CEA
(Print Name)

BANK OFFICER
(Title)

CAMPBELLTOWN CITY COUNCIL
ACCEPTED

GENERAL MANAGER/AUTHORISED PERSON

REGISTERED SB 24.11.2003

Approved by Campbelltown City Council

dated 24/10/03

JW:PSMF_20149_007.DOC

311

Req:R245995 /Doc:DP 0285793 P /Rev:28-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:1 of 4
Ref: /Src:U ORM 4

NAME OF DEVELOPMENT, IF ANY
MACQUARIE LINKS ESTATE

ADDRESS FOR SERVICE OF NOTICE
COMMUNITY ASSOCIATION D.P. 270152
MACQUARIE LINKS ESTATE
LEVEL 1, 328 PACIFIC HIGHWAY, GORDON

DP285793
NEIGHBOURHOOD PLAN
SHEET 1 OF 4 SHEETS

For reference to additional sheets see schedule below.

Registered 25/11/2003

This sheet is being continually updated to show the current position of lots and easements. For details of such updates and additional and replacement sheets see schedule below.

Council's Approval No
Date:
Council Clerk's Signature:

Surveyor's Signature:
Date: 10th JULY, 2002

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — OFFICE USE ONLY

DP285793

Registered: 25-11-2003

This is sheet 3 of my plan in 4 sheets dated 10th July, 2002

Surveyor registered under the Surveying Act 2001

This is sheet ... of the plan of ... sheets covered by my Certificate No ... of ...

General Manager/Authorised Person

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

Common Seal — JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

PETER BRIAN ICKLOW — ALIX ESTHER ICKLOW

Dated at Sydney this 30th Day of OCTOBER 2003

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney JOHN WATKINS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 364 Book 4388

Signed in the presence of (Signature) — YANIRA CEA (Print Name) — BANK OFFICER (Title)

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	184°26'20"	8.485		
2	213°24'40"	101.33	102.35	209
3	208°09'40"	45.105	45.21	191
4	304°56'40"	35		
5	127°20'00"	59.955		
6	217°54'10"	45.385		
7	201°44'30"	45.77		
8	197°32'20"	34.005		
9	229°17'10"	30		
10	254°53'30"	60.46		
11	222°25'20"	43.915		
12	196°13'40"	49.04		
13	186°29'40"	49.04		
14	176°45'40"	49.04		
15	81°53'40"	30		
16	164°27'30"	67.035	67.225	259
17	163°25'30"	22.35	0	0
18	202°05'50"	3.9	0	0
19	250°05'10"	16.755	17.06	26
20	178°52'50"	17		
21	88°52'50"	35.24		
22	68°10'20"	12.375	12.65	17.5
23	151°22'50"	28.015		
24	241°22'50"	24.315		
25	221°21'50"	36.855		
26	220°09'45"	34.745	34.795	191
27	207°18'15"	78.82	80.14	127
28	209°15'20"	60.28	61.525	88
29	244°14'00"	45.41	45.83	88
30	247°37'40"	76.975	77.5	192
31	222°28'20"	90.235	91.085	192
32	208°53'	17.83		
33	207°25'	13.2	13.2	258

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD PROPERTY LOT ONLY

(W) RESERVATIONS AND CONDITIONS – SEE CROWN GRANT(S)
(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE – DP285514
(Y) LAND EXCLUDES MINERALS VIDE SEC 141 PUBLIC WORKS ACT 1912
(Z) BENEFITED BY – RIGHT OF CARRIAGEWAY 30 WIDE & VARIABLE – DP828871; EASEMENT FOR SERVICES 30 WIDE & VARIABLE – DP828871; RIGHT OF FOOTWAY – DP828871

HUME HIGHWAY — GOVERNORS WAY — LOCHIEHOUSE WAY — (17 WIDE) — (CARRIAGE WIDTH)

1 13.93ha

S.S.M. 36788 FD — S.S.M. 105670 FD — S.S.M. 41040 FD — S.S.M. 95070 FD — S.S.M. 121787 FD

R.M. C.B. Fd 140°41'–0.455 (D.P.240335) — R.M. C.B. Fd 138°44'–0.455 (D.P.240335) — R.M. C.B. Fd 130°45'–0.455 (D.P.240335) — R.M. C.B. Fd 122°37'–0.455 (D.P.240335) — R.M. C.I.P. Fd 279°26'–1 (D.P.270152) — R.M. G.I.P. Fd 23°56'–0.835 (D.P.240335) — R.M. D.H.&W.s Fd 291°13'30"–5.575 & 19.225 (D.P.285514) — R.M. D.H.&W.s Fd 279°49'–16.37 (D.P.270152) — R.M. D.H.&W.s Fd 188°11'–3.9 & 13.05 (D.P.285663) — R.M. D.H.&W.s Fd 188°53'–3.95 & 13.05 (D.P.283663) — R.M. D.H.&W.s Fd 325°–4.525 & 13.81 (D.P.285514)

R.M. C

M. G. A. N.

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)

MARK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	CLASS/ ORDER	R.L. AHD	VERTICAL ACC
S.S.M. 36786	303453.221	6238551.609	56	B/2	67	7
S.S.M. 41040	304126.839	6237558.320	56	C/U	24.332	2
S.S.M. 95070	302874.043	6237428.409	56	C/U		

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR 1.000069

"A" "B"
CONNECTION: S.S.M. 95070 TO S.S.M. 36786 27°16'40"–1263.660 BY SURVEY
S.S.M. 105669 TO S.S.M. 121787 224° 42' 50" – 383.008 27°16'40"–1263.648 BY CO-ORDINATES (GROUND)

(A) EASEMENT FOR PADMOUNT SUBSTATION (2.75 WIDE) VIDE D.P. 285663
(B) EASEMENT TO DRAIN SEWAGE (3 WIDE)

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	TYPE
A	337° 54' 40"	3.93	D.H. & W. Fd. (D.P.285792)
B	287° 53'	3.905 & 13.245	D.H. & W's Fd. (D.P.270152)
C	142° 15'	3.815 & 10.365	D.H. & W.'s Fd (D.P.270152)
D	281° 02'	3.86 & 12.94	D.H. & W's Fd. (D.P.270152)
E	285° 54'	4.6	D.H. & W'Fd (D.P.285792)

AMENDMENTS BY ME 20.11.03

Reduction Ratio 1: 3000

SURVEYOR'S REFERENCE: 808NH14

Plan Drawing only to appear in this space

Req:R245995 /Doc:DP 0285793 P /Rev:28-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:3 of 4 — Ref: /Src:U

PLAN FORM 2 — Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

Common Seal — JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

PETER BRIAN ICKLOW — ALIX ESTHER ICKLOW — DIRECTOR — SECRETARY

Dated at Sydney this 30th Day of OCTOBER 2003

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney JOHN WATKINS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 364 Book 4388

Signed in the presence of (Signature) — YANIRA CEA (Print Name) — BANK OFFICER (Title)

Crown Lands Office Approval

PLAN APPROVED ... Authorised Officer

Land District ... Paper No ... Field Book ... pages

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 hereon (insert 'Subdivision' or 'new road')

Authorised Person / General Manager / Accredited Certifier

Consent Authority:
Date of endorsement: 23RD. OCTOBER 2003
Accreditation No.:
Subdivision Certificate No. 79 of 2003
File No. 93786.2

Strike through if inapplicable: 'Authorised Person' / 'General Manager' / 'Accredited Certifier'

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

*Delete whichever is inapplicable

DETAIL PLAN

M. G. A. N.

1 13.93ha NEIGHBOURHOOD PROPERTY

GOVERNORS WAY — LORD CASTLEREAGH CIRCUIT — (17 WIDE) WAY

S.S.M. 36786 FD — S.S.M. 105670 FD — S.S.M. 95070 FD — S.S.M. 41040 FD

R.M. D.H.&W.s Fd 291°13'30"–5.575 & 19.225 (D.P.285514) — R.M. D.H.&W.s Fd 279°49'–16.37 (D.P.270152) — R.M. D.H.&W.s Fd 188°11'–3.9 & 13.05 (D.P.285663) — R.M. D.H.&W.s Fd 325°–4.525 & 13.81 (D.P.285514) — R.M. D.H.&W.s Fd 188°53'–3.95 & 13.05 (D.P.283663)

R.M. C.I.P. Fd 279°26'–1 (D.P.270152)

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)

MARK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	CLASS/ ORDER
S.S.M. 36786	303453.221	6238551.609	56	B/2
S.S.M. 41040	304126.839	6237558.320	56	C/U
S.S.M. 95070	302874.043	6237428.409	56	C/U

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS AT 1ST FEBRUARY 2002
COMBINED SEA LEVEL AND SCALE FACTOR 1.000069

"A" "B"
CONNECTION: S.S.M. 95070 TO S.S.M. 36786 27°16'40"–1263.660 BY SURVEY 27°16'40"–1263.648 BY COORDINATES (GROUND)

SCHEDULE of SHORT and CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	174°26'19"40	21.20.995	21.2.2	259
2	179°11'40"	21.995	22	259
3	184°03'40"	21.995	22	259
4	188°55'40"	21.995	22	259
5	193°47'40"	21.995	22	259
6	198°39'40"	21.995	22	258
7	174°19'40"	21.995	22	259

203°52'

(NOT TO SCALE) 84° 04' 53" – 1259.427 BY SURVEY 84° 04' 47" – 1259.427 BY COORDINATES (GROUND)

AMENDMENTS BY ME 20.11.03

SURVEYOR'S REFERENCE: 808NH14

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP285793

Registered: 25-11-2003

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref.Map: UB237-8, 9, 91

Last Plan: DP 270152

PLAN OF SUBDIVISION OF LOTS 32 AND 35 IN D.P. 270152

Lengths are in metres. Reduction Ratio 1: 800

L.G.A.: CAMPBELLTOWN

Locality: MACQUARIE LINKS

Parish: MINTO

County: CUMBERLAND

This is sheet 2 of my plan in 4 sheets (Delete if inapplicable)

Surveying Regulation 2001

I, BRENT DOUGLAS ANNIS-BROWN of P.O. BOX 280 PENRANTH HILLS 1715 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, 2001 and was completed on 10th July, 2003.
The survey relates to LOTS 1-70 & ... INCLUSIVE
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Datum Line: 'A' – 'B'
Type: Submission/County
(Signature) Surveyor registered under the Surveying Act, 2002

Plans used in preparation of survey/compilation

D.P.270152
D.P.285556
D.P.285663
D.P.285792

PANEL FOR USE ONLY for statements of intension 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. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT TO DRAIN SEWAGE (3 WIDE)
5. RESTRICTION ON THE USE OF LAND

CAMPBELLTOWN CITY COUNCIL
ACCEPTED
GENERAL MANAGER/AUTHORISED PERSON

Req:R245995 /Doc:DP 0285793 P /Rev:28-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:2 of 4 — Ref: /Src:U

Req:R245995 /Doc:DP 0285793 P /Rev:28-Nov-2003 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:4 of 4
Ref: /Src:U

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Table of mm

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	RESIDUE/OPEN PROPERTY	
2	32	
3	32	
4	31	
5	31	
6	31	
7	31	
8	31	
TOTAL	219	

DP285793

Registered 25-11-2003

Title System

This sheet is sheet 4 of my plan of 4 sheets

Dated 10th July 2002

Surveyor registered under the Surveying Act 2002

This is sheet of the plan of sheets counted by my surveyor no

(Surveyor/Delegate/Authorised Person)

For use where survey plan is numbered in any manner other than consecutively

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE PROPOSED LOTS SHOWN IN THE SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME DEVELOPS OR ON COMPLETION OF THE SCHEME AS A COMMUNITY SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SEC 30 OF THE COMMUNITY TITLES DEVELOPMENT ACT 1996.
SUBSEQUENT CHANGES WILL BE RECORDED ON A RECTANGULAR SHEET OF THIS PLAN WHICH ORDINANCES REQUIRE

SURVEYOR'S CERTIFICATE

I, PETER BRIAN DOLDOW, ALIX ESTATE DOLDOW

SURVEYOR'S REFERENCE 03313

Reduction Ratio 1:

OFFICE USE ONLY

I, BRIAN DOUGLAS ANNIS-BROWN BEING A REGISTERED VALUER DO HEREBY CERTIFY THAT NO VALUATION HAS BEEN MADE AND THAT THE SUBDIVISION HAS NOT AFFECTED THE ESTIMATE OF THE RELATIVE VALUE OF THE LOTS

Plan Drawing only to appear in this space

f: /Src:U

DP 285793

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	25.11.2003	4	7

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

Instrument setting out terms of Easements and Restrictions on the Use of Land. Intended to be created and released pursuant to Section 88b of the Conveyancing Act, 1919.

Measurements are in metres

Sheet 1 of 7 Sheets

DP285793

Subdivision of Lots 32 and 35 in DP270152
Covered by Council's Certificate No. 79
dated 23/10/2003

Full name and address of owner of the land:

Jessica Investments Pty Limited
Locked Bag 1011
GORDON NSW 2072

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or restriction 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	Lots 2-8 inclusive	Campbelltown City Council
2	Restriction on the Use of Land	Lots 2-8 inclusive	Campbelltown City council
3	Restriction on the Use of the land	Each lot except Lot 1	Every other Lot except Lot 1
4	Easement to Drain Sewage (3 wide)	Lot 1	Lot 1 in Deposited Plan No. 240944 ¢ and Lot 6 in Deposited Plan No.240335 ¢ ¢ NOW BEING 100-101/1060693
5	Restriction on the Use of the Land	Lot 1	Campbelltown City Council

f: /Src:U

PART 2 (Terms)

1. **Terms of Restriction on the use of land numbered 1 in the Plan**

   (a) No excavation or alteration of surface levels in excess of 500mm or compaction of fill in excess of 400mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with the National Association of Testing Authorities, Australia ("NATA").

   (b) No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with NATA and approved by the Campbelltown City Council.

   The Authority empowered to release vary or modify the above restrictions is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

2. **Terms of Restriction on the use of land numbered 2 in the Plan.**

   (a) No building shall be erected or remain on the land hereby burdened which has a height which exceeds the Australian Height Datum Level referred to for that lot without the consent in writing of Campbelltown City Council.

   (b) The Council may require that a registered surveyor certify that the height level for any building constructed on the lot does not exceed the Australian Height Datum Level referred to for that lot.

   (c) The Authority empowered to release vary or modify the above restrictions is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

   (d) The relevant height datum levels for each lot are as follows:

Lot	Reduced Level
2	73.44
3	71.46
4	71.03
5	70.60
6	70.11
7	69.63
8	69.15

3. **Terms of Restriction on the use of land numbered 3 in the Plan.**

Item	Standard
House Size (minimum – excluding garage area)	Lot Area over 800 square metres – 275sqm Lot Area under 800 square metres – 250 sqm
Roof Mounted Fixtures	Television Antennas – no more than 1 per lot. No more than 1.5metres above highest point of roof

DP285793

	No satellite dishes. Only split solar hot water units not visible from the street at same pitch as roof. No water tanks on roof.
Roof Materials and Colour	Concrete or clay tile. Metal roof with approval. Colour – Grey or red. Black is prohibited. Mottles, blends, dominate colours and other materials are prohibited.
Eaves, Downpipes and Gutters	Quad design.
House Materials	External Walls – face brick or rendered masonry. Other materials (including timber cladding) up to a maximum of 10% of wall area. Plain flat sheeting prohibited.
Item	**Standard**
House Colours	**Main walls** Unpainted flush jointed face brick of monotone colour. Mottles, blends, tumbled or distressed profile bricks prohibited. **Rendered or Bag Rendered Masonry** Colours – Dulux Soap Stone (40YY 58/072) or Water Chestnut (30YY 62/127) or Beachcomber (20YY 58/082) or similar. **Other Materials** Painted to tone with main wall colour. **Windows, Door Frames, Shutters, Balustrading, Trim** To tone with main wall colour. **Fascias and Barges** White or off white or to tone with main wall colours. **Eaves, Gutters and Rainwater Downpipes** Coloured to match roof or white or to tone with main wall colour. **Pergola Verandah Posts and Beams** White or to tone with main wall colour. **Garage Door** White or to tone with main wall colour.
Garages	Attached to main building and fully enclosed. Minimum area of garage 15 square metres
Garden Walls, Retaining Walls and Embankments	No retaining wall may be constructed forward of house unless:- • Constructed of same material as house or as otherwise approved; • No less than 1 metre from side boundary; • If higher than 500mm is structurally certified. No site excavation or fill within 500mm of lot boundary. No garden or retaining shall be: • Over 500mm unless structurally certified; • Below natural ground level; • Within 500mm of boundary; • Constructed of timber sleepers or Kopper logs or similar. Embankments to have maximum slope of 1 in 3. Garden or retaining walls to blend with house materials.
Ancillary Buildings	All ancillary buildings are prohibited.

DP285793

Swimming Pools	No above ground pools. Minimum 1m landscaping between any pool surround or boundary.
Item	**Standard**
Fencing	**All fences** To be parallel to natural ground level. No metal clad, fibro cement or asbestos cement fibreglass fencing permitted. **Front Fence** No fence or garden wall to the lot frontage or in front of house. **Side and Rear Fences** 1.8m high lapped and capped timber or masonry, (if masonry, to match house colour). No closer to the street than 1 metre back from front wall of main house structure. **Corner Lot Privacy Fences** Extending not more than 30% of side street frontage length. At least half length setback 900mm from street frontage. No wall is to extend further than 1metre back from the front of the house. **Fences Bounding Golf Course or Community Land** 1.8metre high black pipe or chain wire with plantings on house sides.
Paving and Driveway Materials	Brick pavers, tiles or faux-brick stamped concrete in soft sandstone or greytones. Mottles, blends and bright colours prohibited.
Driveways	Maximum grade of 1 in 5 with a transition at a maximum gradient of 1 in 15 for 2.5metres at the boundary and garage entrance. Driveway width no wider than 3.6metres between the kerb and lot frontage.
External Plumbing and Services	Other than rainwater downpipes, no sanitary plumbing or other pipes, vents or conduits are permitted on external walls of buildings.

(a) No lot may be subdivided.

(b) Not more than one building shall be erected on a Lot and such building shall not be used or be permitted to be used other than as a private dwelling.

(c) No main building shall be erected or be permitted to remain erected within 6 metres of an open access, 1.5metres from a side boundary or 3.5metres from a rear boundary provided that the setback to the rear boundary may be reduced to 2metres for no more than thirty percent of the rear width of that main building.

(d) No eaves or guttering shall be erected or be permitted to remain erected within 0.9metres of a side boundary.

(e) No pergola, verandah, terrace not forming part of the main building shall be erected or be permitted to remain erected within 4.5metres of an open accessway.

(f) No structure, including retaining walls above or below 1metre from natural surface, shall be erected or be permitted to remain erected within 1.5metres of a side boundary.

(g) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on a Lot.

(h) No attached garage shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.

(i) No advertisement hoarding or "For Sale" sign or any other similar structure will be erected or permitted to remain on a Lot nor shall a Lot or any building erected thereon be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20. In the event of a purchaser or anyone acting on his behalf placing a sign a Lot in contravention of this restriction the Vendor shall be entitled to remove same and the purchaser grants to the Vendor a licence to enter on to the Lot for this purpose.

(j) No garage or outbuilding shall be erected or permitted to remain except until after or concurrently with the erection of any main building.

(k) No main building shall be used or occupied for residential purposes until the completion of the construction of garaging or other vehicle accommodation.

(l) 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.

(m) In these restrictions as to user:

"The Vendor" shall mean Jessica Investments Pty Limited its successors nominees or assigns other than purchasers for sale.

"The Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

"Lot" shall mean each Lot in the Plan burdened by this restriction.

(k) The person having the right to release, vary or modify these restrictions is the vendor for such a period as it is the registered proprietor of any lot in the Plan or for the period of 5 years from the date of registration whichever is the later. After this period, the body having the right to release, vary or modify these restrictions shall be the Executive Committee for Community Association DP270152

(l) In addition to the lots benefited by the restrictions, for a period of five (5) years

from the date of registration, Jessica Investments Pty Limited shall be entitled to the benefit of the restrictions and may bring proceedings to enforce those restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by the restrictions.

4. **Terms of Easement on the use of land numbered 4 in the Plan**

Easement to Drain Sewage as set out in Part 4 of Schedule 8 of the Conveyancing Act 1919 (as amended).

5. **Terms of Restriction on the use of land numbered 5 in the Plan**

i) No alteration of the surface level of the lot burdened is permitted without the written approval of the Campbelltown City Council.

ii) The Authority empowered to release vary or modify the above restrictions, is Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

f: /Src:U

DP285793

7 of 7 sheets

The **COMMON SEAL of JESSICA INVESTMENTS PTY LIMITED** was hereunto affixed by the authority of the Board of Directors in the presence of:

Common Seal
JESSICA INVESTMENTS PTY. LIMITED
A.C.N. 001 156 109

Director PETER BRIAN ICKLOW

Secretary ALIX ESTHER ICKLOW

Dated at Sydney this 30th Day of OCTOBER 2003
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney JOHN WATKINS
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of .....
Signature

YANIRA CEA
(Print Name)

BANK OFFICER
(Title)

CAMPBELLTOWN CITY COUNCIL
ACCEPTED

GENERAL MANAGER/AUTHORISED PERSON

317

TS:PSMF_30025_002.DOC

REGISTERED 25.11.2003

318

SCHEDULE OF REFERENCE MARKS

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM 1	REF TREE FD	186°56'	4.725	DP240944
RM 2	DH&W's IN KERB	57° 49' 05"	12.525 & 56.28	PLACED
RM 3	DH&W's IN KERB	57° 47' 20"	4.21 & 20.84	PLACED
RM 4	DH&W's IN KERB	56° 49' 10"	4.325 & 19.525	PLACED
RM 5	DH&W's IN KERB	58° 05'	5.75 & 21.82	PLACED
RM 6	DH&W's IN KERB	103° 59' 05"	4.385 & 16.56	PLACED
RM 7	DH&W's IN KERB	95° 40' 20"	4.405 & 16.565	PLACED
RM 8	DH&W's IN KERB	110° 19' 10"	4.36 & 16.51	PLACED
RM 9	DH&W's IN KERB	109° 08'	4.345 & 16.515	PLACED
RM 10	DH&W's IN KERB	87° 47'	4.33 & 16.52	PLACED
RM 11	DH&W's IN KERB	40° 10' 20"	4.395 & 30.53	PLACED
RM 12	DH&W's IN KERB	316° 32' 40"	4.515 & 30.785	PLACED
RM 13	RM GIP FD	147° 38'	0.455	DP85116
RM 14	RM GIP FD	281° 16'	3.825	DP240944
RM 15	RM CONC BLK FD	147° 56	19.71	BY SURVEY
RM 16	RM GIP FD	13° 59'	1.0	DP1116577
RM 17	RM GIP FD	13° 59'	1.0	DP1116577
RM 18	RM GIP FD	13° 59'	1.0	DP1116577

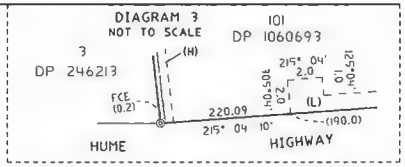
RM 15 - FOUND DISTURBED (PLACED BY DP240944) - PEG FD ADOPTED

RESTRICTION ON THE USE OF LAND
VEHICLE ACCESS WILL BE DENIED ACROSS BOUNDARIES
A - B & C - D - E - F - G

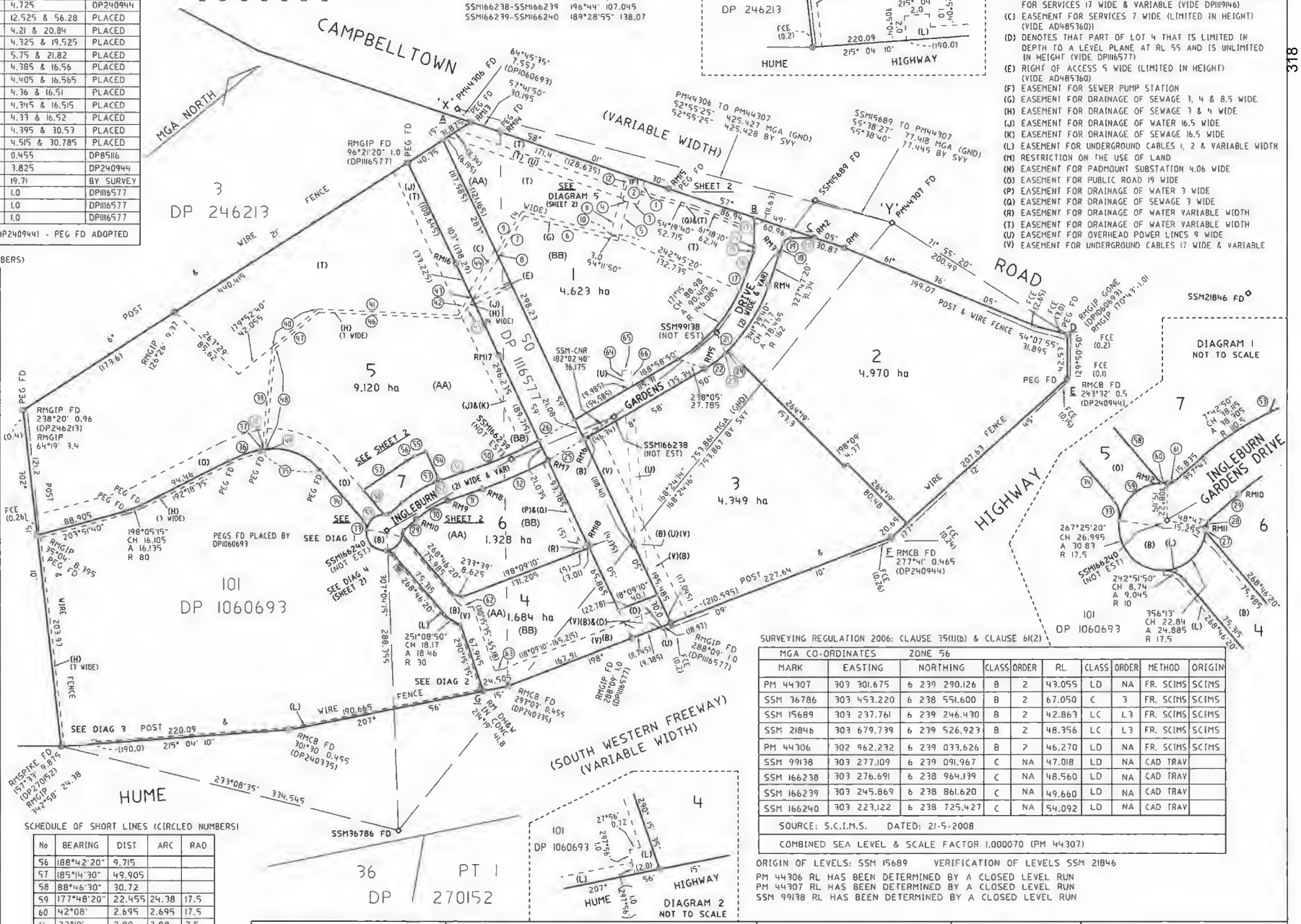
MGA CONNECTIONS

SSM15689-SSM99138	165°41'55"	159.38
SSM99138-SSM166238	180°11'15"	127.82
SSM166238-SSM166239	196°44'	107.045
SSM166239-SSM166240	189°28'55"	138.07

DIAGRAM 3 NOT TO SCALE



(BB) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
(AA) LAND EXCLUDES MINERALS (S141 PUBLIC WORKS ACT, 1912)
(B) RIGHT OF CARRIAGEWAY 17 WIDE & VARIABLE AND EASEMENT FOR SERVICES 17 WIDE & VARIABLE (VIDE DP1119146)
(C) EASEMENT FOR SERVICES 7 WIDE (LIMITED IN HEIGHT) (VIDE AD485360))
(D) DENOTES THAT PART OF LOT 4 THAT IS LIMITED IN DEPTH TO A LEVEL PLANE AT RL 55 AND IS UNLIMITED IN HEIGHT (VIDE DP1116577)
(E) RIGHT OF ACCESS 5 WIDE (LIMITED IN HEIGHT) (VIDE AD485360)
(F) EASEMENT FOR SEWER PUMP STATION
(G) EASEMENT FOR DRAINAGE OF SEWAGE 3, 4 & 8.5 WIDE
(H) EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE
(J) EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE
(K) EASEMENT FOR DRAINAGE OF SEWAGE 16.5 WIDE
(L) EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH
(M) RESTRICTION ON THE USE OF LAND
(N) EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE
(O) EASEMENT FOR PUBLIC ROAD 19 WIDE
(P) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
(Q) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(R) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(T) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(U) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE
(V) EASEMENT FOR UNDERGROUND CABLES 17 WIDE & VARIABLE



SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
1	144°06'	10.58		
2	144°06'	23.97		
3	234°06'	9.5		
4	234°06'	5.5		
5	144°06'	38.915		
6	234°11'50"	93.605		
7	160°53'40"	47.26		
8	283°59'05"	4.775		
9	340°53'40"	47.63		
10	54°11'50"	88.075		
11	324°06'	60.11		
12	324°06'	25		
13	129°26'40"	26.735		
14	131°04'40"	4.255	4.255	74.6
15	140°15'	3.41	3.42	13
16	147°47'20"	24.455		
17	150°39'20"	13.8	13.805	138
18	330°19'	11.4		
19	4°03'	8.33	8.83	7.5
20	37°46'50"	22.82		
21	106°22'	21.145		
22	2°38'30"	22.195	22.24	100.5
23	355°55'	2.165	2.165	162
24	39°34'	5.68		
25	9°14'10"	40.13		
26	9°10'30"	40.135		
27	312°49'30"	1.62	1.62	17.5
28	333°58'40"	2.825	2.91	3.5
29	357°47'	16.12		
30	9°03'	34.98	35.205	89.5
31	20°19'10"	35.345		
32	15°29'40"	69.055	69.14	410.5
33	293°20'	8.31	8.57	10
34	268°46'30"	64.87		
35	237°58'05"	61.46	64.525	60
36	199°44'05"	31.015	31.1	120
37	28°20'	2.45	2.45	60
38	30°58'	3.09	3.09	60
39	314°46'10"	99.11		
40	359°52'40"	56.665		
41	41°48'	134.905		
42	340°53'40"	23.155		
43	103°59'05"	4.775		
44	340°53'40"	47.735		
45	160°53'40"	21.755		
46	221°48'	136.665		
47	179°52'40"	54.27		
48	134°46'10"	97.13		
49	134°46'10"	3.075		
50	195°24'20"	66.735	66.82	389.5
51	200°19'10"	35.345		
52	198°59'	5.16	5.16	110.5
53	331°20'	5.42		
54	283°59'	26.84		
55	197°32'40"	11.4		

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
56	188°42'20"	9.715		
57	185°14'30"	49.905		
58	88°46'30"	30.72		
59	177°48'20"	22.455	24.38	17.5
60	42°08'	2.695	2.695	17.5
61	22°10'	2.89	2.98	3.5
62	53°19'	15.085	16.09	13
63	27°56'15"	8.19		
64	304°38'30"	19.805		
65	34°38'30"	9.0		
66	124°38'30"	15.48		

SURVEYING REGULATION 2006: CLAUSE 35(1)(b) & CLAUSE 61(2)

MGA CO-ORDINATES ZONE 56

MARK	EASTING	NORTHING	CLASS	ORDER	RL	CLASS	ORDER	METHOD	ORIGIN
PM 44307	303 301.675	6 239 290.126	B	2	43.055	LD	NA	FR. SCIMS	SCIMS
SSM 36786	303 453.220	6 238 551.600	B	2	67.050	C	3	FR. SCIMS	SCIMS
SSM 15689	303 237.761	6 239 246.430	B	2	42.863	LC	L3	FR. SCIMS	SCIMS
SSM 21846	303 679.739	6 239 526.923	B	2	48.956	LC	L3	FR. SCIMS	SCIMS
PM 44306	302 962.232	6 239 033.626	B	2	46.270	LD	NA	FR. SCIMS	SCIMS
SSM 99138	303 277.109	6 239 091.967	C	NA	47.018	LD	NA	CAD TRAV	
SSM 166238	303 276.691	6 238 964.139	C	NA	48.560	LD	NA	CAD TRAV	
SSM 166239	303 245.869	6 238 861.620	C	NA	49.660	LD	NA	CAD TRAV	
SSM 166240	303 223.122	6 238 725.427	C	NA	54.092	LD	NA	CAD TRAV	

SOURCE: S.C.I.M.S. DATED: 21-5-2008

COMBINED SEA LEVEL & SCALE FACTOR 1.000070 (PM 44307)

ORIGIN OF LEVELS: SSM 15689 VERIFICATION OF LEVELS SSM 21846

PM 44306 RL HAS BEEN DETERMINED BY A CLOSED LEVEL RUN
PM 44307 RL HAS BEEN DETERMINED BY A CLOSED LEVEL RUN
SSM 99138 RL HAS BEEN DETERMINED BY A CLOSED LEVEL RUN

Surveyor RICHARD L McCLENAHAN
Date of Survey 6 JUNE 2008
Surveyor's Ref DP-1-B

PLAN OF SUBDIVISION OF LOT 51 IN DP 1116577 AND EASEMENTS WITHIN LOT 101 DP1060693

L.G.A. CAMPBELLTOWN
Locality: GLENFIELD
Subdivision No: 15 OF 2009
...sre in metres. Reduction Ratio 1: 2500

Registered 6.7.2009

D.P. 1131246

BR...ILL McCLENAHAN & ASSOCIATES Pty Ltd

COMPUTER FILE: 04071-DP-1-C.DWG

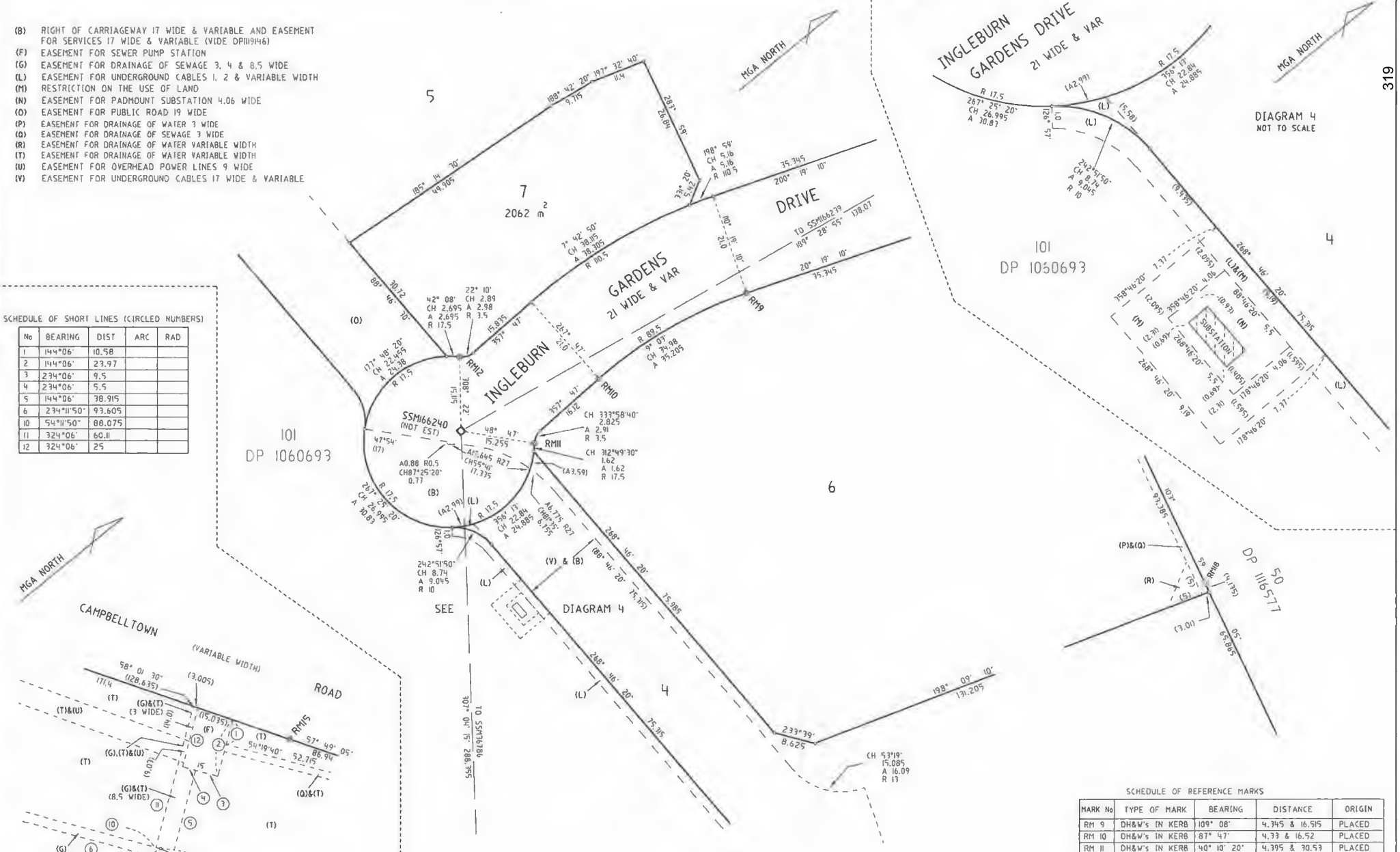
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R245993 /Doc:DP 1131246 P /Rev:06-Jul-2009 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:1 of 5
Ref: /Src:U

(B) RIGHT OF CARRIAGEWAY 17 WIDE & VARIABLE AND EASEMENT FOR SERVICES 17 WIDE & VARIABLE (VIDE DP1119146)
(F) EASEMENT FOR SEWER PUMP STATION
(G) EASEMENT FOR DRAINAGE OF SEWAGE 3, 4 & 8.5 WIDE
(L) EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH
(M) RESTRICTION ON THE USE OF LAND
(N) EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE
(O) EASEMENT FOR PUBLIC ROAD 19 WIDE
(P) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
(Q) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(R) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(T) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(U) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
(V) EASEMENT FOR UNDERGROUND CABLES 17 WIDE & VARIABLE

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
1	144°06'	10.58		
2	144°06'	23.97		
3	234°06'	9.5		
4	234°06'	5.5		
5	144°06'	38.915		
6	234°11'50"	93.605		
10	54°11'50"	88.075		
11	324°06'	60.11		
12	324°06'	25		



SCHEDULE OF REFERENCE MARKS

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM 9	DH&W's IN KERB	109° 08'	4.745 & 16.515	PLACED
RM 10	DH&W's IN KERB	87° 47'	4.33 & 16.52	PLACED
RM 11	DH&W's IN KERB	40° 10' 20"	4.395 & 30.53	PLACED
RM 12	DH&W's IN KERB	316° 32' 40"	4.515 & 30.785	PLACED
RM 18	RM GIP FD	13° 59'	1.0	DP1116577

Surveyor RICHARD L McCLENAHAN Date of Survey 6 JUNE 2008 Surveyor's Ref 04071-DP-1-9	PLAN OF SUBDIVISION OF LOT 51 IN DP 1116577 AND EASEMENTS WITHIN LOT 101 DP1060693	L.G.A. CAMPBELLTOWN Locality. GLENFIELD Subdivision No: 15 OF 2009 Lengths are in metres. Reduction Ratio 1: 500	Registered 6.7.2009	D.P. 1131246

BRUNSKILL McCLENAHAN & ASSOCIATES Pty Ltd COMPUTER FILE: 04071-DP-1-8.DWG

Req:R245993 /Doc:DP 1131246 P /Rev:06-Jul-2009 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-2016 15:43 /Seq:2 of 5
Ref: /Src:U

Req:R245993 /Doc:DP 1131246 P /Rev:06-Jul-2009 /Sts:SC.OK /Pgs:ALL /Prt:25-Feb-20

Ref: /Src:U

DEPOSITED PLAN ADMINISTRATION SHEET

* OFFICE USE ONLY *

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.

IT IS INTENDED TO DEDICATE INGLEBURN GARDENS DRIVE 21 WIDE AND VARIABLE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO AN EXISTING RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 17 WIDE AND VARIABLE CREATED BY DP1119146

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

1. RIGHT OF CARRIAGEWAY (VARIABLE WIDTH)
2. EASEMENT FOR SERVICES (VARIABLE WIDTH)

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

1. EASEMENT FOR SEWER PUMP STATION (F)
2. EASEMENT FOR DRAINAGE OF SEWAGE 3, 4 & 8.5 WIDE (G)
3. EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (H)
4. EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE (J)

----CONTINUED ON ANNEXURE SHEET 2

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 herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

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

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

.....
* Authorised Person/~~General Manager/Accredited Certifier~~

Consent Authority: .....
Date of Endorsement: ...29TH APRIL 2009.....
Accreditation no: .....
Subdivision Certificate no: .....15 of 2009.....
File no: .....

* Delete whichever is inapplicable.

*

DP1131246

*

Registered: 6.7.2009 *
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 51 IN DP1116577 AND EASEMENTS WITHIN LOT 101 DP1060693

LGA: CAMPBELLTOWN
Locality: GLENFIELD
Parish: MINTO
County: CUMBERLAND

Surveying Regulation, 2006

I, ...RICHARD LAWRENCE McCLENAHAN.....
of ..BRUNSKILL McCLENAHAN & ASSOCIATES P/L
Suite 22, 1-3 Havilah Street, CHATSWOOD
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on:.....**6 June 2008**.....

The survey relates to .LOTS 1 TO 7 INCLUSIVE AND ROAD DEDICATION AND EASEMENTS IN LOT 101 DP 1060693
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature.....*Dated:* 26/2/2009
Surveyor registered under the Surveying Act, 2002

Datum Line:...'X'-'Y'.....
Type: Urban

Plans used in the preparation of survey/compilation

D.P. 119146	D.P.1116577	D.P.85116
D.P.270152	D.P.246213	D.P.240944
D.P.240335	D.P.1060693	

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

SURVEYOR'S REFERENCE: **04071-DP-1-B**

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 51 IN DP1116577 AND EASEMENTS WITHIN LOT 101 DP1060693	DP1131246 *
	Registered: 6.7.2009 *

Subdivision Certificate No: 15 of 2009 Date of Endorsement:: 29TH APRIL 2009

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.
---CONTINUED---

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

5. EASEMENT FOR DRAINAGE OF SEWAGE 16.5 WIDE (K)
6. EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH (L)
7. RESTRICTION ON THE USE OF LAND (M)
8. EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE (N)
9. EASEMENT FOR PUBLIC ROAD 19 WIDE (O)
10. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P)
11. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (Q)
12. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (R)
13. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)
14. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (T)
15. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (U)
16. EASEMENT FOR UNDERGROUND CABLES 17 WIDE & VARIABLE (V)

SURVEYOR'S REFERENCE: **04071-DP-1-B**

Ref: /Src:U

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

PLAN OF

SUBDIVISION OF LOT 51 IN DP1116577 AND EASEMENTS WITHIN LOT 101 DP1060693

DP1131246

Registered: 6.7.2009

Subdivision Certificate No: 15 of 2009 Date of Endorsement:: 29TH APRIL 2009

Common Seal JESSICA NVESTMENTS TY. LIMITED N. 001 156 199

PETER BRIAN ICKLOW

KEA ICKLOW

...ate of N.T. GEORGE ... ABN 92 055 513 070 by its Attorney s under power of attorney dated 2 October, 1977 Registered Book 4182 No. 125 in the presence of:

WITNESS
Print Name:
GUS SJAHBANA

Signature of Attorney:
Attorney's Name: ROSS FAIRBAIRN
Attorney's Position: Manager, Corporate Banking.

Signature of Attorney:
Attorney's Name: Espy Sanger
Attorney's Position: Manager, Corporate Banking.

SYDNEY ANGLICAN SCHOOLS LIMITED A.C.N. 076 452 974 Common Seal

Macdom Pty Limited ACN 124 282 391 THE COMMON SEAL OF

PETER BRIAN ICKLOW

ROBERT GORDON

GEOFFREY RIETHMULLER
NETWORK PROPERTY MGR

SURVEYOR'S REFERENCE: 04071-DP-1-B

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

Full name and address of the owner of the land

JESSICA INVESTMENTS Pty Ltd
Level 1, 828 Pacific Highway
Gordon NSW 2072

Sydney Anglican Schools Limited
ABN 20 076 452 974 of Suite 102
9 Gloucester Road
Hurstville NSW 2220

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 Sewer Pump Station (F)	1	2 to 7 inclusive Lot 101 DP1060693
2	Easement for Drainage of Sewage 3, 4 & 8.5 wide (G)	1	2 to 7 inclusive Lot 101 DP1060693
3	Easement for Drainage of Sewage 3 & 4 wide (H)	5 Lot 101 DP1060693	1, 2, 3, 4, 6, 7 Lot 101 DP1060693 1 to 7 inclusive
4	Easement for Drainage of Water 16.5 wide (J)	5	4, 6, 7 & Campbelltown City Council & the Roads & Traffic Authority
5	Easement for Drainage of Sewage 16.5 wide (K)	5	4, 6 & 7
6	Easement for Underground Cables 1, 2 & Variable width (L)	4 & Lot 101 DP1060693	Integral Energy Australia
7	Restriction on the Use of Land (M)	Lot 101 DP1060693	Integral Energy Australia

.....
Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 1 (Creation) Continued

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
8	Easement for Padmount Substation 4.06 wide (N)	Lot 101 DP1060693	Integral Energy Australia
9	Easement for Public Road 19 wide (O)	5	Campbelltown City Council
10	Easement for Drainage of Water 3 wide (P)	6	4 & the Roads & Traffic Authority
11	Easement for Drainage of Sewage 3 wide (Q)	1 6	2, 3 4
12	Easement for Drainage of Water variable width (R)	6	4 & the Roads & Traffic Authority
13	Restriction on the Use of Land (Whole of Lot)	1, 2, 3 & 4	Roads and Traffic Authority
14	Easement for Drainage of Water variable width (T)	1 5	2, 3, 4, 5, 6, 7, Campbelltown City Council & the Roads & Traffic Authority 1, 2, 3, 4, 6, 7, Campbelltown City Council & the Roads & Traffic Authority

Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
15	Easement for Overhead Power Lines 9 wide (U)	1, 3 & 4	Integral Energy Australia
16	Easement for Underground Cables 17 wide & variable (V)	3 & 4	Integral Energy Australia

PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of Easement to be **released** and referred to in the plan	Burdened Lots	Authority or Lots Benefited
1	Right of Carriageway (Variable Width) numbered 1 on DP1060693	Lot 51 D.P.1116577	Lot 101 D.P.1060693
2	Easement for Services (Variable Width) numbered 2 on DP1060693	Lot 51 D.P.1116577	Lot 101 D.P.1060693

.....
Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms)

1 Terms of Easement for Sewer Pump Station shown as (F) and numbered 1 in the Plan:

1.1 The owners of the lots benefited may:

(a) use the easement site to connect to, use and inspect the equipment for the transmission of sewage, sullage and other fluid wastes; and

(b) for those purposes only:

(i) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times and upon giving reasonable notice to the owner of the lot burdened (except in circumstances which involve an emergency or a danger to public safety when notice is not required to be given) and remain there for any reasonable time; and

(ii) carry out work, such as constructing , placing, replacing or repairing poles, wires, pipes, cables, pits, conduits and ancillary equipment.

1.2 In exercising its rights under this easement the owners of the lots benefited must:

(a) comply with the reasonable directions of the owner of the lot burdened;

(b) obtain all relevant consents and approvals from relevant authorities for the carrying out of any works under this easement;

(c) ensure that all work is done properly and in a good and workmanlike manner;

(d) ensure that the work is fit for purpose and safe;

(e) cause as little inconvenience as is practicable to the owner or any occupier of the lot burdened;

(f) cause as little damage as is practicable to the lot burdened and any improvements on it;

(g) if damage is caused, restore the lot burdened as nearly as is practicable to its former condition; and

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

(h) make good any collateral damage.

1.3 (a) **easement site** means that part of the lot burdened that is affected by this easement.

(b) **equipment** includes electrical cables, motors, pipes, sheds and buildings housing machinery, ducts, pits, pumps underground and above ground storage tanks and ancillary equipment.

(c) **owner** means the registered proprietor of the burdened and benefited lots and their successors (including those claiming under or through the registered proprietor).

The Persons or Authority empowered to release, vary or modify this easement are the Registered Proprietors of the burdened lot and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects PROVIDED THAT amend the easement shall automatically extinguish upon the provision of an alternative sewerage service connection.

2 **Terms of Easement for Drainage of Sewage 3, 4 & 8.5 wide shown as (G) and numbered 2 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

3 **Terms of Easement for Drainage of Sewage 3 & 4 wide shown as (H) and numbered 3 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

4 **Terms of Easement for Drainage of Water 16.5 wide shown as (J) and numbered 4 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

5 **Terms of Easement for Drainage of Sewage 16.5 wide shown as (K) and numbered 5 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

6 Terms of Easement for Underground Cables 1, 2 & variable width shown as (L) and numbered 6 in the Plan:

6.1 The authority benefited may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

6.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

6.3 The owner agrees that it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

6.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6.5 (a) **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

(b) **easement site** means that part of the lot burdened that is affected by this easement.

(c) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.

(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.

(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.
The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

7 Terms of Restriction on the Use of Land shown as (M) and numbered 7 in the Plan:

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

(a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and

(b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

7.2 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

7.3 (a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

(b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

(c) **"erect"** includes construct, install, build and maintain

(d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

The Persons or Authority empowered to release, vary or modify this restriction is **Integral Energy Australia**

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

8 Terms of Easement for Padmount Substation 4.06.wide shown as (N) and numbered 8 in the Plan:

8.1 The authority benefited may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

8.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

8.3 The owner agrees that it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

8.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

8.5 (a) **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

(b) **easement site** means that part of the lot burdened that is affected by this easement.

(c) **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.

(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

9 Easement for Public Road 19 wide shown as (O) and numbered 9 in the Plan:

The owner of the lot burdened agrees that unless and until it has constructed a road within the site of the easement for the extension of the public road to connect to the land in Folio Identifier 3/246213:

(a) to Campbelltown City Council's written satisfaction and

(b) at the sole cost of the owner of the lot burdened

the owner of the lot burdened will not construct any other works on the lot burdened without the approval of Campbelltown City Council.

The Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

10 Easement for Drainage of Water 3 wide shown as (P) and numbered 10 in the Plan:

Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended) **AND**

no alteration shall be permitted to the finished surface levels of the easement site attained by site regrading works without prior written consent of Council.

The Persons or Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects

11 Easement for Drainage of Sewage 3 wide shown as (Q) and numbered 11 in the Plan:

Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

12 Easement for Drainage of Water variable width shown as (R) and numbered 12 in the Plan:

Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended) **AND**

no alteration shall be permitted to the finished surface levels of the easement site and no structure shall be erected within the site of the easement that may interfere with the overland flow of water without prior written consent of Council.

The Persons or Authority empowered to release, vary or modify this easement is Campbelltown City Council and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects

13 Restriction on the Use of Land numbered 13 in the Plan:

Vehicular Access is prohibited across the boundaries between the points **A** to **B** and across the boundaries between the points **C** to **D** to **E** to **F** to **G**

The Authority empowered to release, vary or modify this Restriction is **The Roads and Traffic Authority** and the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects

14 Easement for Drainage of Water variable width shown as (T) and numbered 14 in the Plan:

Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

15 Easement for Overhead Power Lines 9 wide shown (U) and numbered 15 in the Plan:

15.1 The authority benefited may:

(a) install electrical equipment within the easement site,

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) install its own access gates and locks,

(f) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(g) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

15.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

15.3 The owner agrees that it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

15.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

15.5 The **authority benefited** will, upon request from the owner, promptly extinguish this easement if the overhead power line is removed and replaced by an alternate means of supplying the local reticulation system with no compensation payable by the owner.

15.6 (a) **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

(b) **easement site** means that part of the lot burdened that is affected by this easement.

(c) **electrical equipment** includes pole, tower, overhead electrical cable, underground earthing system, and ancillary equipment.

(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.

(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

16 Easement for Underground Cables 17 wide & variable shown as (V) and numbered 16 in the Plan:

16.1 The authority benefited may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(e) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(f) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(g) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

16.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

16.3 The owner agrees that it will not:

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

Council Authorised Person

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

PART 2 (Terms) (Continued)

16.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

16.5 (a) **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

(b) **easement site** means that part of the lot burdened that is affected by this easement.

(c) **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.

(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.

(d) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

(e) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.
The Persons or Authority empowered to release, vary or modify this easement is **Integral Energy Australia**

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

EXECUTED by Jessica Investments Pty Limited ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

Common Seal JESSICA INVESTMENTS PTY. LIMITED A.C.N. 001 156 109

.....
Signature of Director

.....
Signature of Director/Secretary

PETER BRIAN ICKLOW
.....
Name of Director

KEA ICKLOW
.....
Name of Director/Secretary

EXECUTED by Macdom Pty Limited ABN 65 124 282 391 in accordance with section 127 of the Corporations Act:

Macdom Pty Limited ACN 124 282 391 THE COMMON SEAL OF

.....
Signature of Director

.....
Signature of Director/Secretary

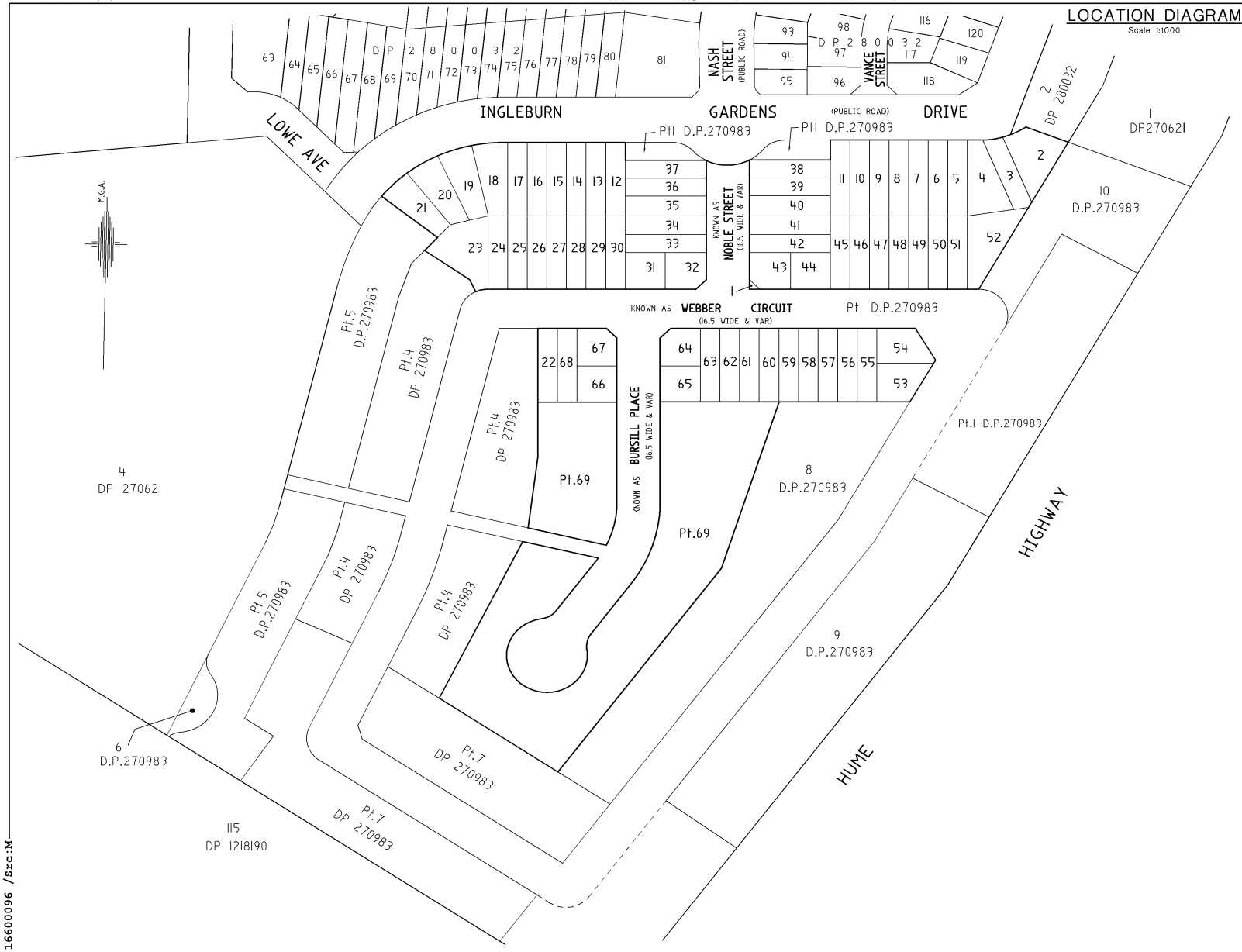
PETER BRIAN ICKLOW
.....
Name of Director

ROBERT GORDON
.....
Name of Director/~~Secretary~~

.....

InfoTrack

PLAN FORM 4 (A2) DP280064_1 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 6 sheets



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
69	SUBDIVIDED INTO LOTS 70-102	7-8

Subdivision Certificate No: 62 OF 2017
Date: 5 OCTOBER 2017

Surveyor: RICHARD MCCLENAHAN
Surveyors Ref: 16014-P1

REGISTERED: 27.10.2017

~~COMMUNITY~~/PRECINCT/~~NEIGHBOURHOOD~~ PLAN

DP280064

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-REV 2.dwg

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:1 of 30
Ref:16600096 /Src:M

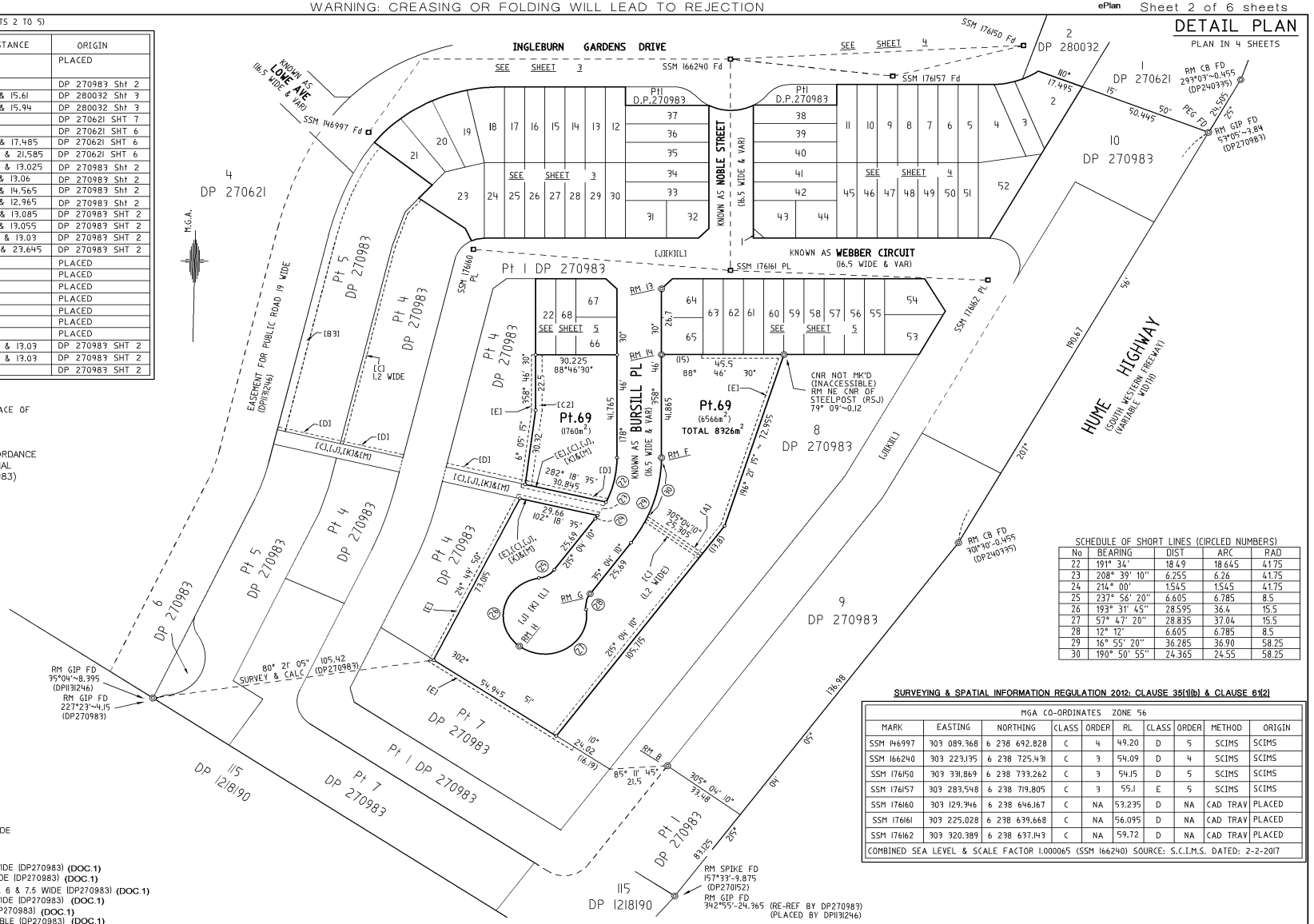
SCHEDULE OF REFERENCE MARKS (FOR SHEETS 2 TO 5)

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM 1	DH ON SE FACE OF STEEL POST	304° 08' 30"	0.015	PLACED
RM 2	SSM 146997 Fd	195° 27' 45"	13.615	DP 270983 Sht 2
RM 3	DH&W's Fd	358° 44'	3.32 & 15.61	DP 280032 Sht 3
RM 4	DH&W's Fd	10° 51'	3.45 & 15.94	DP 280032 Sht 3
RM 5#	DH&W Fd	248° 55'	4.91	DP 270621 SHT 7
RM 6	DH&W Fd	176° 13' 10"	5.87	DP 270621 SHT 6
RM 7	DH&W'S Fd	155° 24' 35"	5.27 & 17.485	DP 270621 SHT 6
RM 8	DH&W'S Fd	148° 53'	8.925 & 21.585	DP 270621 SHT 6
RM 10	DH&W's Fd	268° 46' 30"	3.285 & 13.025	DP 270983 Sht 2
RM 11	DH&W's Fd	358° 46' 30"	3.36 & 13.06	DP 270983 Sht 2
RM 12	DH&W's Fd	344° 03' 40"	3.49 & 14.565	DP 270983 Sht 2
RM 13	DH&W's Fd	88° 46' 30"	3.34 & 12.965	DP 270983 Sht 2
RM 14	DH&W's Fd	88° 25' 40"	3.4 & 13.085	DP 270983 SHT 2
RM 15	DH&W's Fd	178° 46' 30"	3.39 & 13.055	DP 270983 SHT 2
RM 16	DH&W's Fd	297° 56' 15"	3.395 & 13.03	DP 270983 SHT 2
RM 17	DH&W's Fd	27° 56' 15"	10.99 & 23.645	DP 270983 SHT 2
RM 18	DH	358° 46' 30"	0.01	PLACED
RM 19	DH	358° 46' 30"	0.01	PLACED
RM 20	DH	358° 46' 30"	0.005	PLACED
RM 21	DH	178° 46' 30"	0.005	PLACED
RM 22	DH	358° 46' 30"	0.015	PLACED
RM 23	DH	358° 46' 30"	0.01	PLACED
RM 24	DH	358° 46' 30"	0.01	PLACED
RM F	DH&W's Fd	88° 46' 30"	3.39 & 13.03	DP 270983 SHT 2
RM G	DH&W's Fd	125° 04' 10"	3.275 & 13.03	DP 270983 SHT 2
RM H	DH&W Fd	266° 48'	11.105	DP 270983 SHT 2

RM5# - REREFERENCED BY DP270983 Sht 2

DH - DENOTES A DRILL HOLE PLACED IN THE FACE OF A CONCRETE RETAINING WALL STEEL POST

THE PLACEMENT OF REFERENCE MARK DENOTED RM 'B' HAS BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 38 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012. (VIDE DP 270983)



SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
22	191° 34'	18.49	18.645	41.75
23	208° 39' 10"	6.255	6.26	41.75
24	214° 00'	1.545	1.545	41.75
25	237° 56' 20"	6.605	6.785	8.5
26	193° 31' 45"	28.595	36.4	15.5
27	57° 47' 20"	28.835	37.04	15.5
28	12° 12'	6.605	6.785	8.5
29	16° 55' 20"	36.285	36.90	58.25
30	190° 50' 55"	24.365	24.55	58.25

NEW EASEMENTS:

(C2) - EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE

EXISTING EASEMENTS:

(A) - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP270983) **(DOC.1)**
(B3) - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP270983) **(DOC.1)**
(C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983) **(DOC.1)**
(D) - EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE (DP270983) **(DOC.1)**
(E) - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP270983) **(DOC.1)**
(J) - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
(K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE (DP270983) **(DOC.1)**
(L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
(M) - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 & 7.5 WIDE (DP270983) **(DOC.1)**

SURVEYING & SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & CLAUSE 61(2)

MARK	EASTING	NORTHING	CLASS	ORDER	RL	CLASS	ORDER	METHOD	ORIGIN
	MGA CO-ORDINATES ZONE 56								
SSM 146997	303 089.368	6 238 692.828	C	4	49.20	D	5	SCIMS	SCIMS
SSM 166240	303 223.135	6 238 725.431	C	3	54.09	D	4	SCIMS	SCIMS
SSM 176150	303 331.869	6 238 733.262	C	3	54.15	D	5	SCIMS	SCIMS
SSM 176157	303 283.548	6 238 719.805	C	3	55.1	E	5	SCIMS	SCIMS
SSM 176160	303 129.346	6 238 646.167	C	NA	53.235	D	NA	CAD TRAV	PLACED
SSM 176161	303 225.028	6 238 639.668	C	NA	56.095	D	NA	CAD TRAV	PLACED
SSM 176162	303 320.389	6 238 637.143	C	NA	59.72	D	NA	CAD TRAV	PLACED

COMBINED SEA LEVEL & SCALE FACTOR 1.000065 (SSM 166240) SOURCE: S.C.I.M.S. DATED: 2-2-2017

Surveyor: RICHARD MCCLENAHAN
Date of Survey: 3-6-2017
Surveyor's Ref: 16014-P1

PLAN OF SUBDIVISION OF LOTS 2 & 3 DP 270983

LGA: CAMPBELLTOWN
Locality: BARDIA
Subdivision No: 62 OF 2017
Lengths are in metres. Reduction Ratio 1: 1000

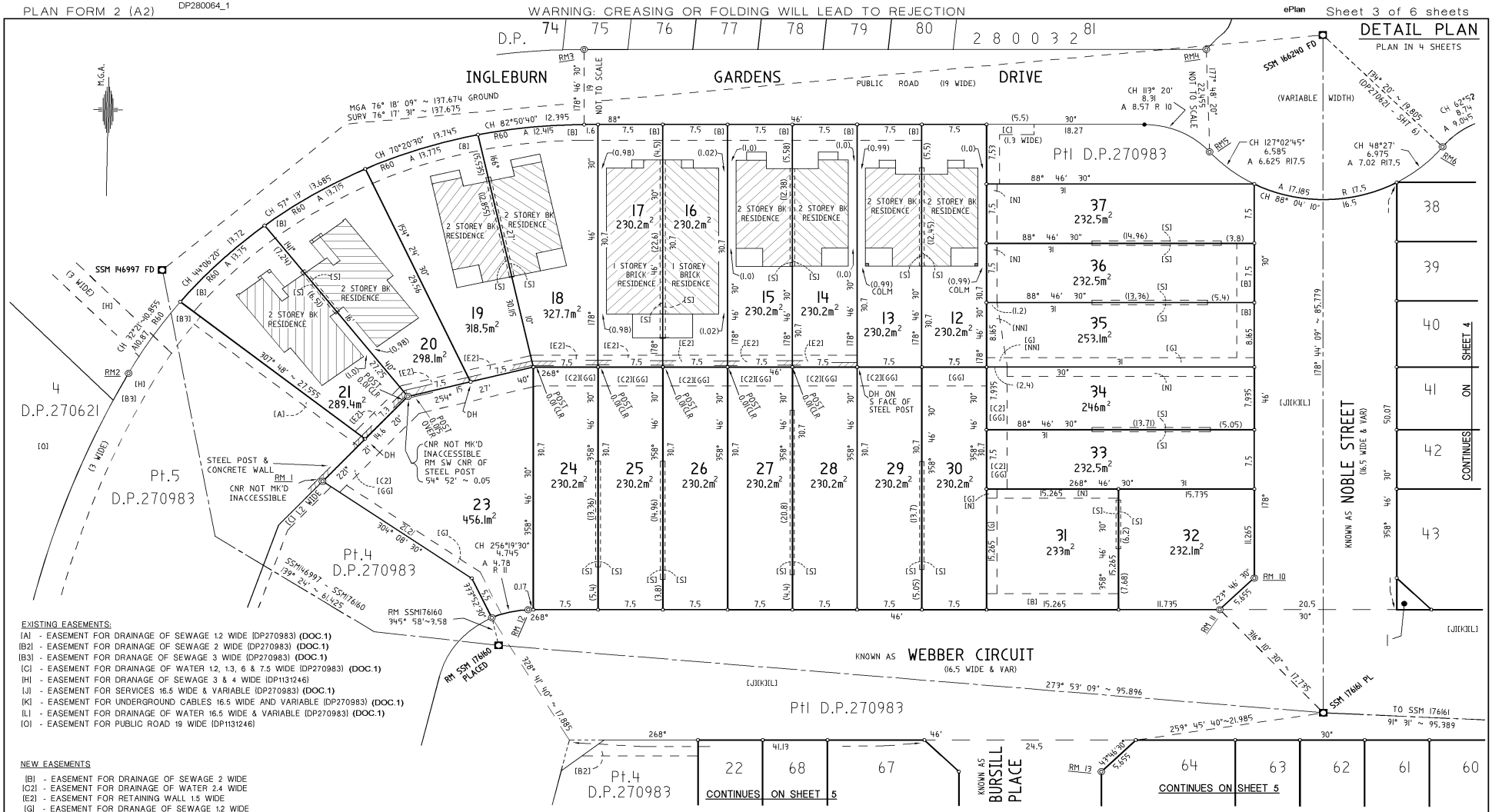
Registered 27.10.2017

DP280064

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-REV 2.dwg

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:2 of 30
Ref:16600096 /Src:M



EXISTING EASEMENTS:

- (A) - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP270983) **(DOC.1)**
- (B2) - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE (DP270983) **(DOC.1)**
- (B3) - EASEMENT FOR DRANAGE OF SEWAGE 3 WIDE (DP270983) **(DOC.1)**
- (C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983) **(DOC.1)**
- (H) - EASEMENT FOR DRANAGE OF SEWAGE 3 & 4 WIDE (DP1131246)
- (J) - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- (K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE (DP270983) **(DOC.1)**
- (L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- (O) - EASEMENT FOR PUBLIC ROAD 19 WIDE (DP1131246)

NEW EASEMENTS

- (B) - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE
- (C2) - EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE
- (E2) - EASEMENT FOR RETAINING WALL 1.5 WIDE
- (G) - EASEMENT FOR DRANAGE OF SEWAGE 1.2 WIDE
- (GG) - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE
- (N) - EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- (NN) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (S) - EASEMENT FOR SUPPORT 0.2 WIDE

NOTES

1. SCHEDULE OF REFERENCE MARKS IS ON SHEET 2
2. MGA TABLE IS ON SHEET 2
3. DH - DENOTES A DRILL HOLE PLACED ON THE FACE OF A CONCRETE RETAINING WALL STEEL POST

Surveyor: RICHARD MCCLENAHAN Date of Survey: 3-6-2017 Surveyor's Ref: 16014-P1	PLAN OF SUBDIVISION OF LOTS 2 & 3 DP 270983	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: 62 OF 2017 Lengths are in metres. Reduction Ratio 1: 300	Registered 27.10.2017	DP280064

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

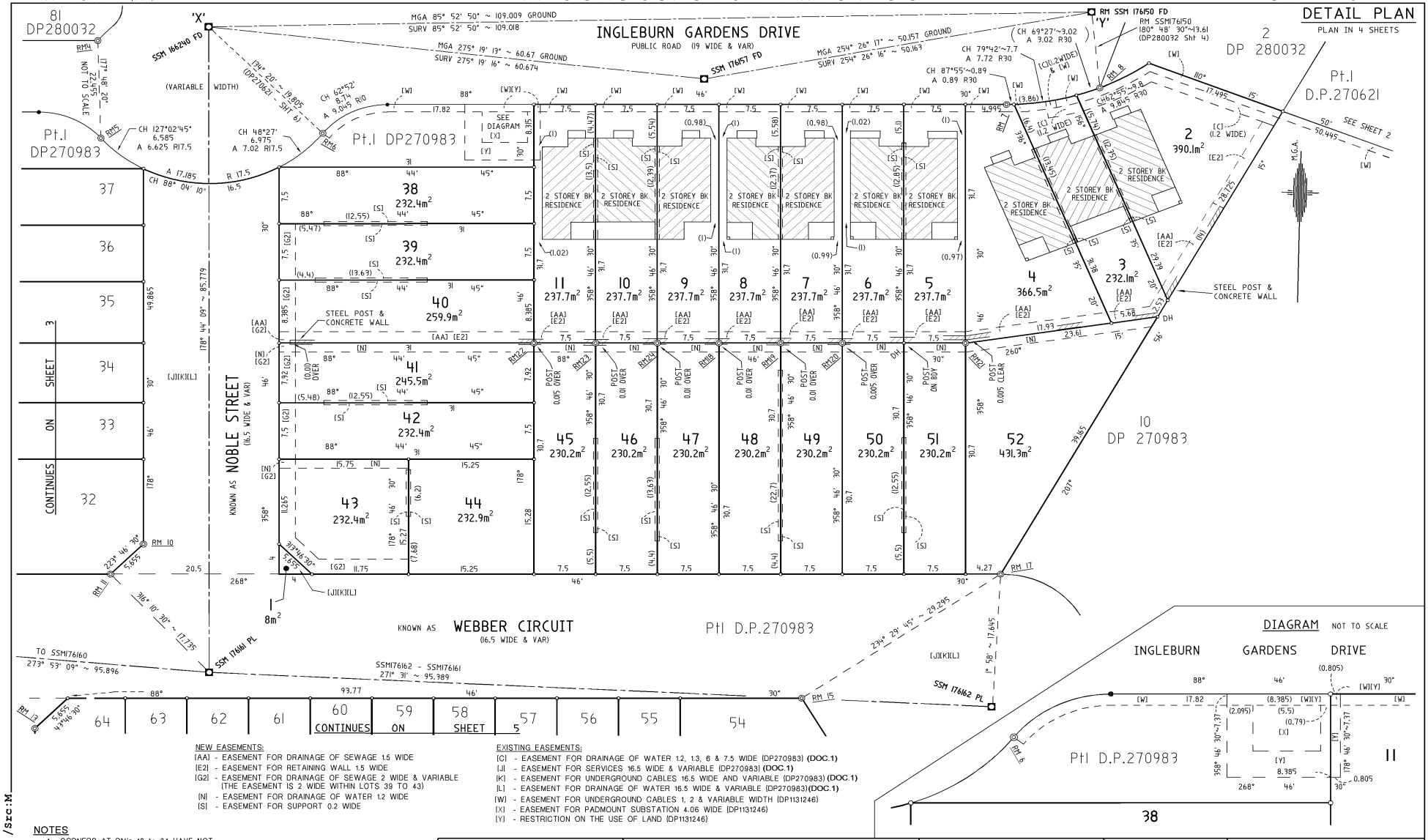
Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-REV 2.dwg

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:3 of 30
Ref:16600096 /Src:M

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:4 of 30
Ref:16600096 /Src:M

DETAIL PLAN

PLAN IN 4 SHEETS



NEW EASEMENTS:
- [AA] - EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE
- [E2] - EASEMENT FOR RETAINING WALL 1.5 WIDE
- [G2] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE (THE EASEMENT IS 2 WIDE WITHIN LOTS 39 TO 43)
- [N] - EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- [S] - EASEMENT FOR SUPPORT 0.2 WIDE

EXISTING EASEMENTS:
- [C] - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983) **(DOC.1)**
- [J] - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- [K] - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE (DP270983) **(DOC.1)**
- [L] - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- [W] - EASEMENT FOR UNDERGROUND CABLES 1, 2 & VARIABLE WIDTH (DP1131246)
- [X] - EASEMENT FOR PADMOUNT SUBSTATION 4.06 WIDE (DP1131246)
- [Y] - RESTRICTION ON THE USE OF LAND (DP1131246)

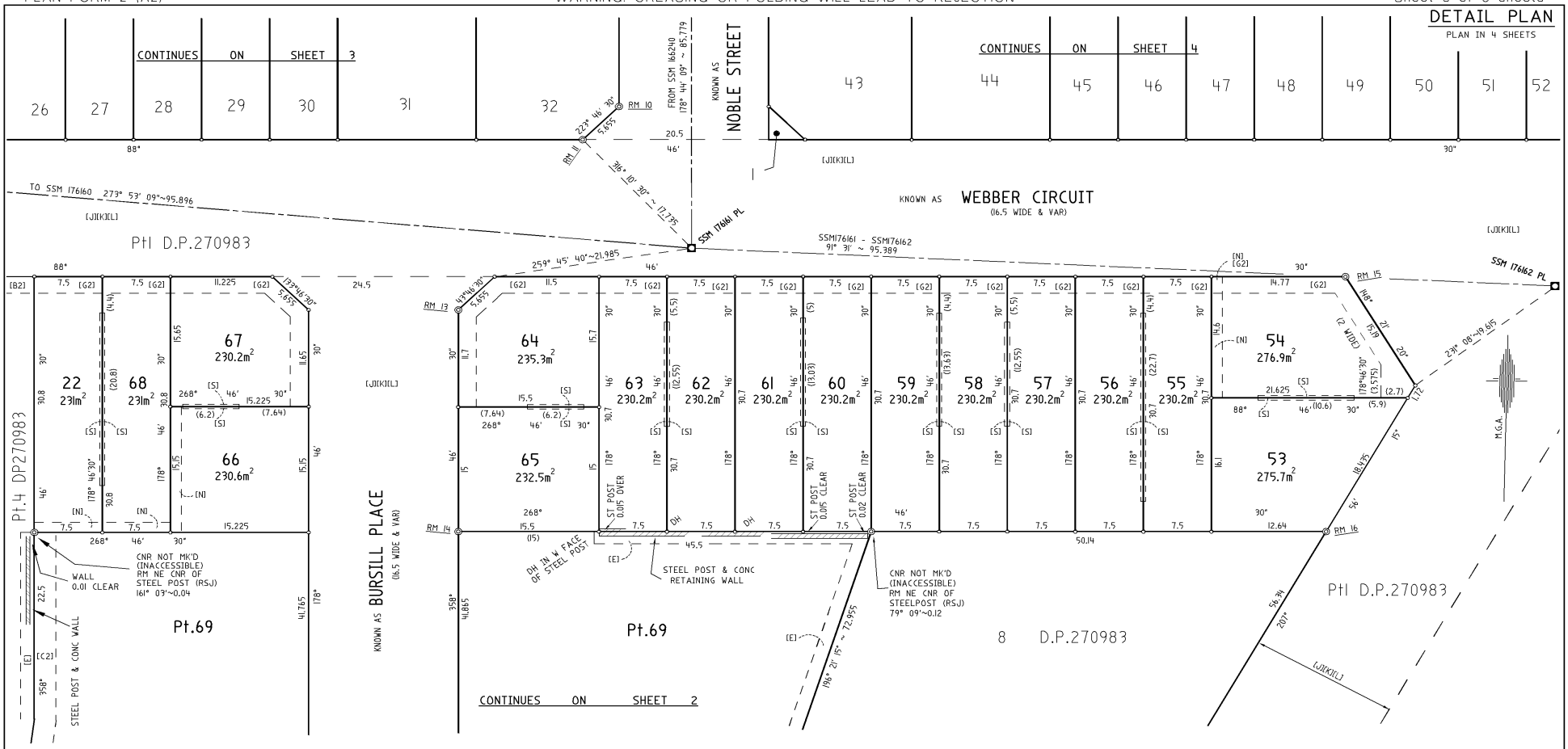
NOTES
1. CORNERS AT RM's 18 to 24 HAVE NOT BEEN MARKED AS THEY WERE INACCESSIBLE
2. SCHEDULE OF REFERENCE MARKS IS ON SHEET 2
3. MGA TABLE IS ON SHEET 2
4. DH - DENOTES A DRILL HOLE PLACED ON THE FACE OF A CONCRETE RETAINING WALL STEEL POST

Surveyor: RICHARD MCCLENAHAN Date of Survey: 3-6-2017 Surveyor's Ref: 16014-P1	PLAN OF SUBDIVISION OF LOTS 2 & 3 DP 270983	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: 62 OF 2017 Lengths are in metres. Reduction Ratio 1: 300
Registered 27.10.2017	DP280064	

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:5 of 30
Ref:16600096 /Src:M

DETAIL PLAN
PLAN IN 4 SHEETS



NEW EASEMENTS:
- [G2] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE (THIS EASEMENT IS 2 WIDE WITHIN LOTS 55 TO 64, 67, 68, 22 AND WITHIN PART OF LOT 54)
- [N] - EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- [C2] - EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE
- [S] - EASEMENT FOR SUPPORT 0.2 WIDE

NOTES
1. SCHEDULE OF REFERENCE MARKS IS ON SHEET 2
2. MGA TABLE IS ON SHEET 2
3. DH - DENOTES A DRILL HOLE PLACED ON THE FACE OF A CONCRETE RETAINING WALL STEEL POST

EXISTING EASEMENTS:
- [B2] - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE (DP270983) **(DOC.1)**
- [J] - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- [K] - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE AND VARIABLE (DP270983) **(DOC.1)**
- [L] - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- [E] - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP270983) **(DOC.1)**

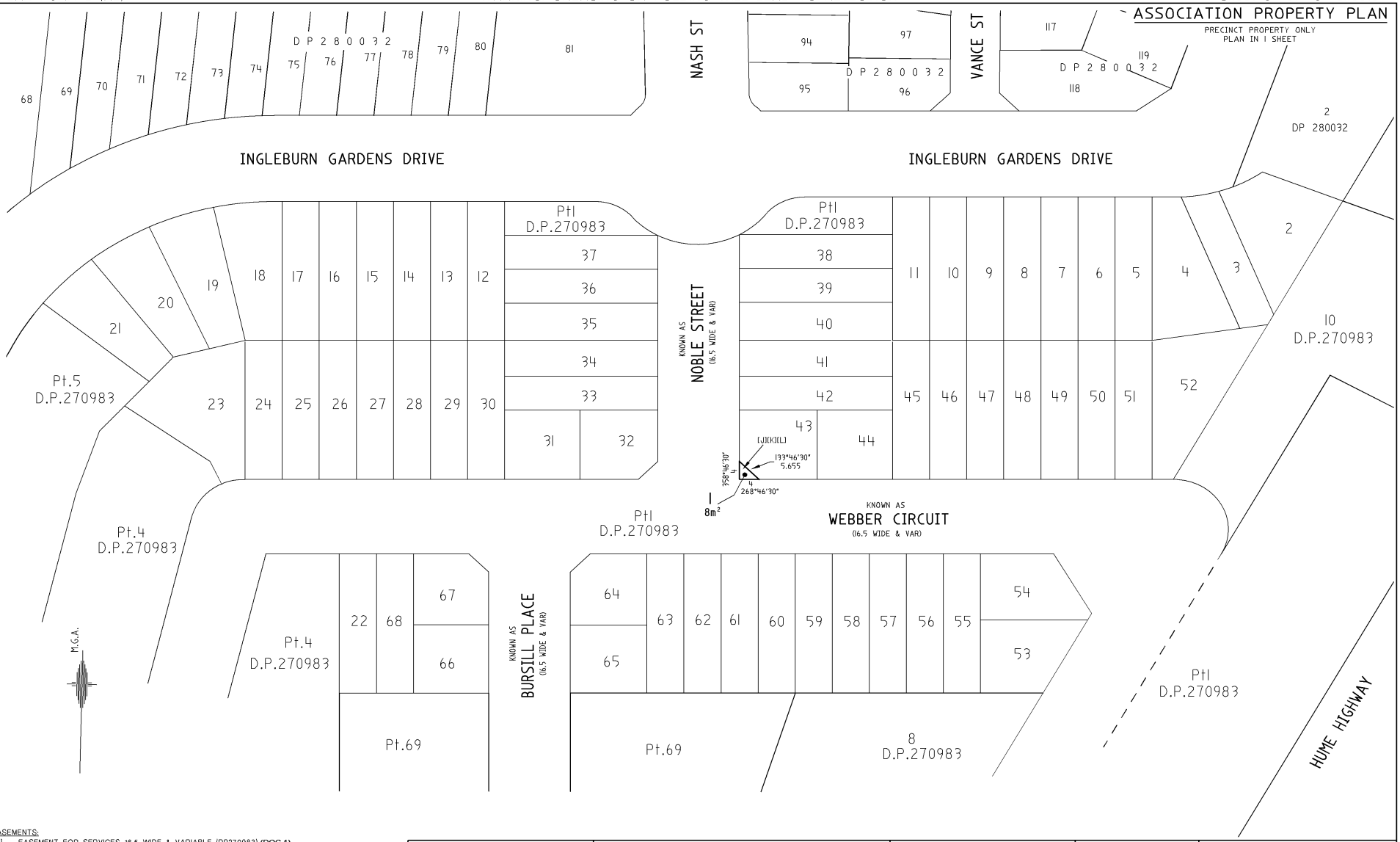
Surveyor: RICHARD MCCLENAHAN Date of Survey: 3-6-2017 Surveyor's Ref: 16014-P1	PLAN OF SUBDIVISION OF LOT 2 & 3 DP 270983	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: **62 OF 2017** Lengths are in metres. Reduction Ratio 1: 300	Registered 27.10.2017	**DP280064**

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:6 of 30
Ref:16600096 /Src:M

ASSOCIATION PROPERTY PLAN

PRECINCT PROPERTY ONLY
PLAN IN 1 SHEET



EASEMENTS:
- [J] - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**
- [K] - EASEMENT FOR UNDERGROUND CABLES 15.6 WIDE AND VARIABLE (DP270983) **(DOC.1)**
- [L] - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983) **(DOC.1)**

Surveyor: RICHARD MCCLENAHAN Date of Survey: 3-6-2017 Surveyor's Ref: 16014-P1	PLAN OF SUBDIVISION OF LOTS 2 & 3 DP 270983	LGA: CAMPBELLTOWN Locality: BARDIA Subdivision No: **62 OF 2017** Lengths are in metres. Reduction Ratio 1: 500	Registered 27.10.2017	DP280064

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-REV 2.dwg

PLAN FORM 2 (A2) DP280064_70

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 2 sheets

DETAIL PLAN

PLAN IN 2 SHEETS

SCHEDULE OF REFERENCE MARKS

MARK No	TYPE OF MARK	BEARING	DISTANCE	ORIGIN
RM 1	DH&W's FD	297° 56' 15"	3.395 & 13.03	DP 270983 Sht 2
RM 2	NE CNR OF STEEL POST (RSJ) FD	79° 09'	0.12	DP 280064 Sht 5
RM 3	DH&W's FD	88° 46' 30"	3.34 & 12.965	DP 270983 Sht 2
RM 4	DH&W's FD	88° 25' 40"	3.4 & 13.085	DP 270983 Sht 2
RM 5	NE CNR OF STEEL POST (RSJ) FD	161° 03'	0.04	DP 280064 Sht 5
RM 6	DH&W's	88° 46' 30"	3.39 & 13.03	DP 280064 Sht 2
RM 7	DH&W's RM SSM 192220	125° 04' 10" 158° 05' 30"	3.375 & 13.05 16.705	PLACED ON KB PLACED ON KB
RM 8	DH&W's	125° 04' 10"	3.275 & 13.03	DP 280064 Sht 2
RM 9	RM SSM 192221	199° 05' 20"	3.675	PLACED ON KB
RM 10	DH&W's	350° 48' 30"	3.385 & 27.535	PLACED ON KB

THE PLACEMENT OF REFERENCE/PERMANENT MARKS DENOTED RM 'B' HAS BEEN DEFERRED IN ACCORDANCE WITH CLAUSE 38 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012 (VIDE DP 270983)

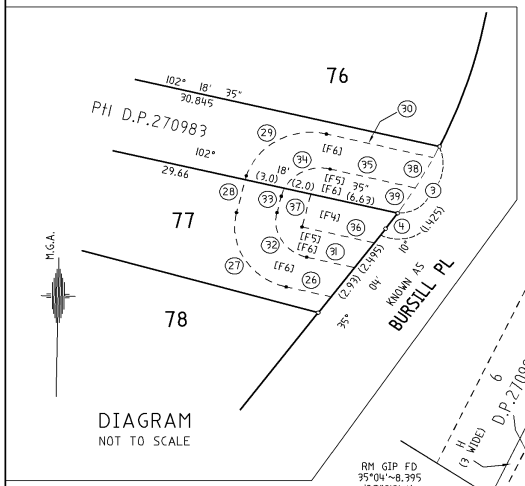


DIAGRAM
NOT TO SCALE

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
3	208° 39' 10"	6.255	6.26	41.75
4	214° 00'	1.545	1.545	41.75
26	282° 18' 35"	3.405		
27	327° 18' 35"	7.07	7.855	5
28	12° 18' 35"	2.75		
29	57° 18' 35"	7.07	7.855	5
30	102° 18' 35"	8.16		
31	282° 18' 35"	3.625		
32	327° 18' 35"	4.245	4.715	3
33	12° 18' 35"	1.35		
34	57° 18' 35"	4.245	4.715	3
35	102° 18' 35"	6.505		
36	282° 18' 35"	5.505		
37	12° 18' 35"	2.75		
38	207° 41' 15"	2.8	2.8	41.75
39	211° 16' 45"	2.43	2.43	41.75

EXISTING EASEMENTS & RESTRICTIONS:

(B3) - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP270983)
(C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983)
(D) - EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE (DP270983)
(E) - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP270983)
(H) - EASEMENT FOR DRAINAGE OF SEWAGE 3 & 4 WIDE (DP1131246)
(J) - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983)
(K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE & VARIABLE (DP270983)
(L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983)
(M) - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 &7.5 WIDE (DP270983)

EASEMENTS & RESTRICTIONS

(F4) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F5) - RESTRICTION ON THE USE OF LAND (FIRE RATING)
(F6) - RESTRICTION ON THE USE OF LAND (SWIMMING POOL)

THIS IS SHEET 7 OF DP 280064 AND IT REPLACES SHEET 2 AS REGARDS TO LOT 69 AND IS AN ADDITIONAL SHEET

SURVEYING & SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & CLAUSE 61(2)

MGA CO-ORDINATES ZONE 56								
MARK	EASTING	NORTHING	CLASS	ORDER	RL	CLASS	ORDER	METHOD	ORIGIN
SSM 166240	303 223.135	6 238 725.431	C	3	54.09	D	4	SCIMS	SCIMS
SSM 176150	303 331.869	6 238 733.262	C	3	54.15	D	5	SCIMS	SCIMS
SSM 176157	303 283.548	6 238 719.805	C	3	55.1	E	5	SCIMS	SCIMS
SSM 176160	303 129.346	6 238 646.167	C	NA	53.235	D	NA	DP280064	DP280064
SSM 176161	303 225.028	6 238 639.668	C	NA	56.095	D	NA	DP280064	DP280064
SSM 176162	303 320.389	6 238 637.143	C	NA	59.72	D	NA	DP280064	DP280064
SSM 192220	303 184.147	6 238 543.906	C	NA	53.61	D	NA	CAD TRAV	PLACED
SSM 192221	303 151.026	6 238 489.023	C	NA	54.075	D	NA	CAD TRAV	PLACED

COMBINED SEA LEVEL & SCALE FACTOR 1.000065 (SSM 166240) SOURCE: S.C.I.M.S. DATED: 2-6-2017

0 20 30 40 60 80 Table of mm 100 110 120 130 140 150

Surveyor: RICHARD MCCLENAHAN
Date of Survey: 18/08/2017
Surveyor's Ref: 16014-P1-2

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

LGA: CAMPBELLTOWN
Locality: BARDIA
Subdivision No: 6 of 2018
Lengths are in metres. Reduction Ratio 1: 1000

Registered
23.7.2018

DP280064
ADDITIONAL SHEET 7

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-2-REV 3.dwg

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:7 of 30
Ref:16600096 /Src:M

DETAIL PLAN

PLAN IN 2 SHEETS

SCHEDULE OF SHORT LINES (CIRCLED NUMBERS)

No	BEARING	DIST	ARC	RAD
1	183° 35' 50"	7.02	7.03	41.75
2	196° 23' 20"	11.58	11.615	41.75
3	208° 39' 10"	6.255	6.26	41.75
4	214° 00'	1.545	1.545	41.75
5	230° 41' 15"	4.575	4.63	8.5
6	255° 33'	2.145	2.15	8.5
7	232° 20'	14.78	15.405	15.5
8	186° 33'	9.22	9.36	15.5
9	244° 18'	1.33		
10	163° 37'	3.045	3.05	15.5
11	142° 07'	8.475	8.585	15.5
12	110° 57' 30"	8.175	8.275	15.5
13	85° 03' 50"	5.705	5.74	15.5
14	164° 28'	4.0		
15	66° 59'	4.035	4.045	15.5
16	53° 56'	3.015	3.02	15.5
17	30° 38' 20"	9.43	9.58	15.5
18	1° 08'	6.34	6.385	15.5
19	4° 21'	4.41	4.46	8.5
20	27° 14'	2.32	2.325	8.5
21	29° 36'	11.11	11.125	58.25
22	20° 48'	6.745	6.75	58.25
23	14° 22'	6.34	6.345	58.25
24	7° 28'	7.68	7.685	58.25
25	1° 14'	4.995	4.995	58.25

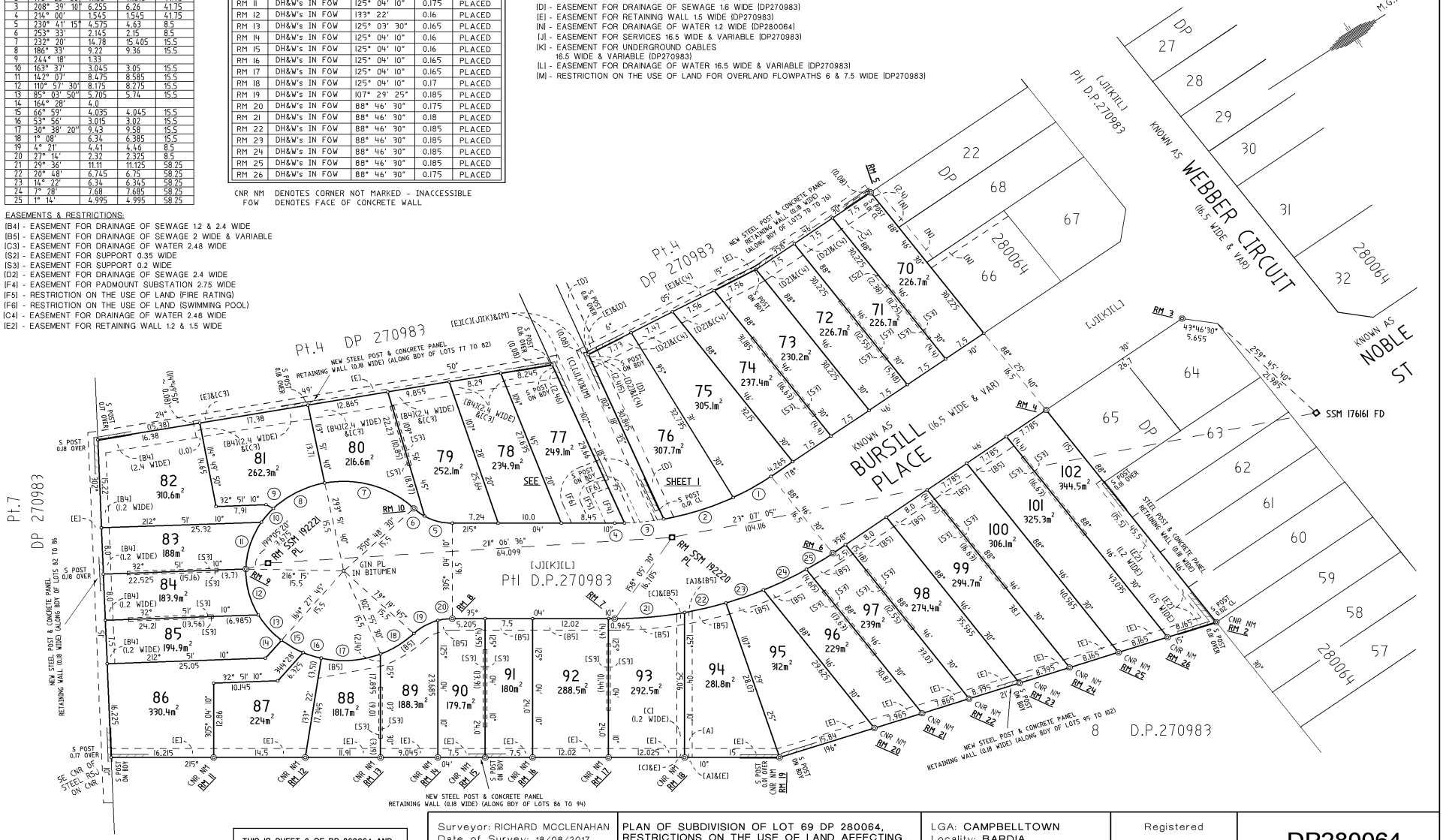
SCHEDULE OF REFERENCE MARKS

MARK No	TYPE OF MARK	BEARING	DIST	ORIGIN
RM 11	DH&W's IN FOW	125° 04' 10"	0.175	PLACED
RM 12	DH&W's IN FOW	133° 22'	0.16	PLACED
RM 13	DH&W's IN FOW	125° 03' 30"	0.165	PLACED
RM 14	DH&W's IN FOW	125° 04' 10"	0.16	PLACED
RM 15	DH&W's IN FOW	125° 04' 10"	0.16	PLACED
RM 16	DH&W's IN FOW	125° 04' 10"	0.165	PLACED
RM 17	DH&W's IN FOW	125° 04' 10"	0.165	PLACED
RM 18	DH&W's IN FOW	125° 04' 10"	0.17	PLACED
RM 19	DH&W's IN FOW	107° 29' 25"	0.185	PLACED
RM 20	DH&W's IN FOW	88° 46' 30"	0.175	PLACED
RM 21	DH&W's IN FOW	88° 46' 30"	0.18	PLACED
RM 22	DH&W's IN FOW	88° 46' 30"	0.185	PLACED
RM 23	DH&W's IN FOW	88° 46' 30"	0.185	PLACED
RM 24	DH&W's IN FOW	88° 46' 30"	0.185	PLACED
RM 25	DH&W's IN FOW	88° 46' 30"	0.185	PLACED
RM 26	DH&W's IN FOW	88° 46' 30"	0.175	PLACED

CNR NM DENOTES CORNER NOT MARKED - INACCESSIBLE
FOW DENOTES FACE OF CONCRETE WALL

EASEMENTS & RESTRICTIONS:
(B4) - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 & 2.4 WIDE
(B5) - EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE
(C3) - EASEMENT FOR DRAINAGE OF WATER 2.48 WIDE
(S2) - EASEMENT FOR SUPPORT 0.35 WIDE
(S3) - EASEMENT FOR SUPPORT 0.2 WIDE
(D2) - EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE
(F4) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F5) - RESTRICTION ON THE USE OF LAND (FIRE RATING)
(F6) - RESTRICTION ON THE USE OF LAND (SWIMMING POOL)
(C4) - EASEMENT FOR DRAINAGE OF WATER 2.48 WIDE
(E2) - EASEMENT FOR RETAINING WALL 1.2 & 1.5 WIDE

EXISTING EASEMENTS & RESTRICTIONS:
(A) - EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE (DP270983)
(C) - EASEMENT FOR DRAINAGE OF WATER 1.2, 1.3, 6 & 7.5 WIDE (DP270983)
(D) - EASEMENT FOR DRAINAGE OF SEWAGE 1.6 WIDE (DP270983)
(E) - EASEMENT FOR RETAINING WALL 1.5 WIDE (DP270983)
(N) - EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (DP280064)
(J) - EASEMENT FOR SERVICES 16.5 WIDE & VARIABLE (DP270983)
(K) - EASEMENT FOR UNDERGROUND CABLES 16.5 WIDE & VARIABLE (DP270983)
(L) - EASEMENT FOR DRAINAGE OF WATER 16.5 WIDE & VARIABLE (DP270983)
(M) - RESTRICTION ON THE USE OF LAND FOR OVERLAND FLOWPATHS 6 & 7.5 WIDE (DP270983)



THIS IS SHEET 8 OF DP 280064 AND IT IS AN ADDITIONAL SHEET

Surveyor: RICHARD MCCLENAHAN
Date of Survey: 18/08/2017
Surveyor's Ref: 16014-P1-2

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

LGA: CAMPBELLTOWN
Locality: BARDIA
Subdivision No: 6 of 2018
Lengths are in metres. Reduction Ratio 1: 400

Registered 23.7.2018

DP280064
ADDITIONAL SHEET 8

0 20 30 40 50 60 Table of mm 100 110 120 130 140 150

Brunskill McClenahan & Associates Pty Ltd Computer File 16014-P1-2-REV 3.dwg

Req:R005846 /Doc:DP 0280064 P /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:8 of 30
Ref:16600096 /Src:M

DP280064

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:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	10	Y	27.10.2017	6	1-69
Document B	11	Y	23.7.2018	2	70-102

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 10 sheet(s)

Registered: 27.10.2017 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

LGA: **CAMPBELLTOWN**

Locality: **BARDIA**

Parish: **MINTO**

County: **CUMBERLAND**

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: .....

Subdivision Certificate

I, Jim Baldwin

*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: N/A

Consent Authority: CAMPBELLTOWN CITY COUNCIL

Date of endorsement: 5 OCTOBER 2017

Subdivision Certificate number: 62 of 2017

File number: 3598/2015/DA-SW

*Strike through if inapplicable.

Survey Certificate

I, **Richard McClenahan**

of BRUNSKILL McCLENAHAN & ASSOCIATES Pty Ltd .

Suite 22, 1-3 Havilah Street, CHATSWOOD NSW 2067

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 **3 June 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: 22 / 06/ 2017

Surveyor ID: 1526 .....

Datum Line: **'X' – 'Y'** (see sheet 4)

Type: Urban

The terrain is *Level-Undulating

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

SEE SHEET 2

Plans used in the preparation of survey/~~compilation~~.

DP 270621 DP 270152

DP 270983

DP 280032

DP 1060693

DP 1131246

DP 240335

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **16014-P1**

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 10 sheet(s)

Registered: 27.10.2017

Office Use Only

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

Subdivision Certificate number: 62 of 2017

Date of Endorsement: 5 OCTOBER 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 CREATE:

1. EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE [GG].
2. EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE [G2].
3. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE [N].
4. EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE [C2].
5. EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE [B]
6. EASEMENT FOR RETAINING WALL 1.5 WIDE [E2].
7. EASEMENT FOR DRAINAGE OF SEWAGE 1.2 WIDE [G].
8. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH [NN].
9. EASEMENT FOR SUPPORT 0.2 WIDE [S].
10. EASEMENT FOR DRAINAGE OF SEWAGE 1.5 WIDE [AA].
11. RESTRICTION ON THE USE OF LAND (FILLED LOTS).
12. RESTRICTION ON THE USE OF LAND (FLOOR LEVEL CONTROL).
13. RESTRICTION ON THE USE OF LAND (CUT OR FILL).
14. RESTRICTION ON THE USE OF LAND (UNCONTROLLED FILL).

If space is insufficient use additional annexure sheet

Surveyor's Reference: **16014-P1**

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 10 sheet(s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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

Subdivision Certificate number: 62 of 2017

Date of endorsement: 5 OCTOBER 2017

Name of Development (Optional)

THE MEADOWS

Address for Service of Notices
C/- Monarch Investments
Suite 12
33 Ryde Road
PYMBLE, NSW 2073

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 provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

~~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~~

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER McSWIGGAN

of PRESTON ROWE PATERSON

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 ^23 June 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 ^23 June 2017 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: ..... Dated: 9.10.17

* Strike through if inapplicable
^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

SEE SHEET 4

If space is insufficient use annexure sheet –Plan Form 6A

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 10 sheet(s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	55	
3	41	
4	57	
5	42	
6	42	
7	42	
8	42	
9	42	
10	42	
11	42	
12	41	
13	41	
14	41	
15	41	
16	41	
17	41	
18	53	
19	52	
20	50	
21	48	
22	41	
23	65	
24	41	
25	41	
26	41	
27	41	
28	41	
29	41	
30	41	
31	41	
32	44	
33	41	
34	43	
35	44	
36	41	
37	41	
38	41	
39	41	
40	45	
41	43	
42	41	
43	44	
44	40	
45	41	
46	41	
47	41	
48	41	
49	41	
50	41	
51	41	
52	62	
53	47	
54	47	
55	41	
56	41	
57	41	
58	41	
59	41	
60	41	
61	41	
62	41	
63	41	
64	44	
65	40	
66	40	
67	43	
68	41	
69	1426	
TOTAL	4325	

HISTORICAL FILE

SEE ADMINISTRATION SHEETS 4-5 (DOC. B)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 10 sheet(s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

STREET ADDRESSES: LOCALITY - BARDIA

LOT No	Street Number	Street Name	Street Type	Locality
2	85	Ingleburn Gardens	Drive	Bardia
3	87	Ingleburn Gardens	Drive	Bardia
4	89	Ingleburn Gardens	Drive	Bardia
5	91	Ingleburn Gardens	Drive	Bardia
6	93	Ingleburn Gardens	Drive	Bardia
7	95	Ingleburn Gardens	Drive	Bardia
8	97	Ingleburn Gardens	Drive	Bardia
9	99	Ingleburn Gardens	Drive	Bardia
10	101	Ingleburn Gardens	Drive	Bardia
11	103	Ingleburn Gardens	Drive	Bardia
12	105	Ingleburn Gardens	Drive	Bardia
13	107	Ingleburn Gardens	Drive	Bardia
14	109	Ingleburn Gardens	Drive	Bardia
15	111	Ingleburn Gardens	Drive	Bardia
16	113	Ingleburn Gardens	Drive	Bardia
17	115	Ingleburn Gardens	Drive	Bardia
18	117	Ingleburn Gardens	Drive	Bardia
19	119	Ingleburn Gardens	Drive	Bardia
20	121	Ingleburn Gardens	Drive	Bardia
21	123	Ingleburn Gardens	Drive	Bardia
22	7	Webber	Circuit	Bardia
23	20	Webber	Circuit	Bardia
24	18	Webber	Circuit	Bardia
25	16	Webber	Circuit	Bardia
26	14	Webber	Circuit	Bardia
27	12	Webber	Circuit	Bardia
28	10	Webber	Circuit	Bardia
29	8	Webber	Circuit	Bardia
30	6	Webber	Circuit	Bardia
31	4	Webber	Circuit	Bardia
32	2	Webber	Circuit	Bardia
33	10	Noble	Street	Bardia
34	8	Noble	Street	Bardia
35	6	Noble	Street	Bardia
36	4	Noble	Street	Bardia
37	2	Noble	Street	Bardia
38	1	Noble	Street	Bardia

Continued on next page

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 10 sheet(s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

STREET ADDRESSES (CONTINUED) : LOCALITY - BARDIA

LOT No	Street Number	Street Name	Street Type	Locality
39	3	Noble	Street	Bardia
40	5	Noble	Street	Bardia
41	7	Noble	Street	Bardia
42	9	Noble	Street	Bardia
43	162	Webber	Circuit	Bardia
44	160	Webber	Circuit	Bardia
45	158	Webber	Circuit	Bardia
46	156	Webber	Circuit	Bardia
47	154	Webber	Circuit	Bardia
48	152	Webber	Circuit	Bardia
49	150	Webber	Circuit	Bardia
50	148	Webber	Circuit	Bardia
51	146	Webber	Circuit	Bardia
52	144	Webber	Circuit	Bardia
53	111	Webber	Circuit	Bardia
54	113	Webber	Circuit	Bardia
55	115	Webber	Circuit	Bardia
56	117	Webber	Circuit	Bardia
57	119	Webber	Circuit	Bardia
58	121	Webber	Circuit	Bardia
59	123	Webber	Circuit	Bardia
60	125	Webber	Circuit	Bardia
61	127	Webber	Circuit	Bardia
62	129	Webber	Circuit	Bardia
63	131	Webber	Circuit	Bardia
64	1	Bursill	Place	Bardia
65	3	Bursill	Place	Bardia
66	4	Bursill	Place	Bardia
67	2	Bursill	Place	Bardia
68	5	Webber	Circuit	Bardia
69	~~5~~,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,35,37,39,41	~~Bursill~~ STREET ADDRESS NOT	~~Place~~ FOR LOT 69 AVAILABLE	~~Bardia~~

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 10 sheet(s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

Signature of Director

ALIX ESTHER TOYNTON

Name of Director

Signature of ~~Director~~/Secretary

ANDREW SAMUEL TOYNTON

Name of Director/Secretary

~~**EXECUTED** by **Balanced Securities Limited** ABN 54 083 514 685 in accordance with section 127 of the Corporations Act:~~

~~Signature of Director~~

~~Name of Director~~

~~Signature of Director/Secretary~~

~~Name of Director/Secretary~~

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 10 sheet(s)

Registered: 27.10.2017 Office Use Only

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

Subdivision Certificate number: 62 of 2017

Date of Endorsement: 5 OCTOBER 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 **Hanaland Investments Pty Limited** ABN 51 121 254 537 in accordance with section 127 of the Corporations Act:

Signature of Director (Sole Director)

Signature of Director/Secretary

ANDREW SAMUEL TOYNTON

Name of Director

Name of Director/Secretary

Signed sealed and delivered on behalf of **BALANCED SECURITIES LIMITED** ACN 083 514 685 by its attorney under power of attorney registered book 4672 no 120 in the presence of:

Attorney

Trevor John Wilson

Print name

Witness

Angela Palermo

Attorney

Name: Melissa Frances Di Medio

Angela Palermo

Print name

Address: 23/385 Bourke Street, Melbourne, Victoria

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 10 sheet(s)

Registered: 27.10.2017

Office Use Only

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

EXECUTED by **D-Mac Investments Pty LTD** ABN 15 126 404 313 in accordance with section 127 of the Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

DAX RYAN McBURNEY

Name of Director

KATE ALIDA MCBURNEY

KATE ALIDA MCBURNEY

Name of Director/Secretary

Signed sealed and delivered on behalf of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 by its attorney under power of attorney registered book 4672 no 119 in the presence of:)

Attorney

Trevor John Wilson

Print name

Witness

Name: Melissa Frances Di Medio

Address: 23/385 Bourke Street, Melbourne, Victoria

Angela Palermo

Attorney

Angela Palermo

Print name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 10 sheet (s)

Office Use Only

Registered: 27.10.2017

Office Use Only

DP280064

(DOC.A)

PLAN OF SUBDIVISION OF
LOTS 2 & 3 DP 270983

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 number: 62 of 2017

Date of Endorsement: 5 OCTOBER 2017

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 10 sheet(s)

Registered: 23.7.2018 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

LGA: **CAMPBELLTOWN**

Locality: **BARDIA**

Parish: **MINTO**

County: **CUMBERLAND**

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: .....

Subdivision Certificate

I, James Baldwin

*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: .....

Consent Authority: Campbelltown City Council

Date of endorsement: 7 Mar 2018

Subdivision Certificate number: 6 of 2018

File number: 3508/2015

*Strike through if inapplicable.

Survey Certificate

I, **Richard Lawrence McClenahan**

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,

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 18 / 08 / 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: 8/2/2018

Surveyor ID: 1526

Datum Line: 'X' – 'Y'

Type: Urban

The terrain is *Level-Undulating

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

SEE SHEET 2

Plans used in the preparation of survey/compilation.

DP 270621 DP 280064

DP 270983 DP 1218190

DP 280032 DP 270152

DP 1060693

DP 1131246

DP 240335

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **16014-P1-2**

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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 CREATE:

1. EASEMENT FOR DRAINAGE OF SEWAGE 1.2 & 2.4 WIDE [B4].
2. EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE & VARIABLE [B5].
3. EASEMENT FOR DRAINAGE OF WATER 2.48 WIDE [C3].
4. EASEMENT FOR SUPPORT 0.35 WIDE [S2].
5. EASEMENT FOR SUPPORT 0.2 WIDE [S3]
6. EASEMENT FOR DRAINAGE OF SEWAGE 2.4 WIDE [D2].
7. EASEMENT FOR PADMOUNT SUBSATAION 2.75 WIDE [F4].
8. RESTRICTION ON THE USE OF LAND (FIRE RATING) [F5].
9. RESTRICTION ON THE USE OF LAND (SWIMMING POOL) [F6].
10. RESTRICTION ON THE USE OF LAND (FILLED LOTS).
11. RESTRICTION ON THE USE OF LAND (FLOOR LEVEL CONTROL).
12. RESTRICTION ON THE USE OF LAND (CUT OR FILL).
13. EASEMENT FOR DRAINAGE OF WATER 2.48 WIDE [C4].
14. EASEMENT FOR RETAINING WALL 1.2 & 1.5 WIDE [E2].

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

1. EASEMENT FOR RETAINING WALL 1.5 WIDE [E] (DP270983).
2. EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE [C2] (DP280064).

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of endorsement: 7 Mar 2018

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

Name of Development (Optional)

THE MEADOWS

Address for Service of Notices
C/- Monarch Investments
Suite 12
33 Ryde Road
PYMBLE, NSW 2073

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 provisions of section 30 *Community Land Development Act 1989*.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an *updated/~~*revised~~ Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 27.10.2017

** Strike through if inapplicable*
^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I, PETER McSWIGGAN
of PRESTON ROWE PATERSON
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 ^ 23 June 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 ^ 23 June 2017 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature: ..... Dated: 21.3.18

** Strike through if inapplicable*
^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

SEE SHEETS 4 & 5

If space is insufficient use annexure sheet –Plan Form 6A

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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.

SCHEDULE OF UNIT ENTITLEMENT – INITIAL SCHEDULE

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	55	
3	41	
4	57	
5	42	
6	42	
7	42	
8	42	
9	42	
10	42	
11	42	
12	41	
13	41	
14	41	
15	41	
16	41	
17	41	
18	53	
19	52	
20	50	
21	48	
22	41	
23	65	
24	41	
25	41	
26	41	
27	41	
28	41	
29	41	
30	41	
31	41	
32	44	
33	41	
34	43	
35	44	
36	41	
37	41	
38	41	
39	41	
40	45	
41	43	
42	41	
43	44	
44	40	
45	41	
46	41	
47	41	
48	41	
49	41	
50	41	
51	41	
52	62	
53	47	
54	47	
55	41	
56	41	
57	41	
58	41	
59	41	
60	41	
61	41	
62	41	
63	41	
64	44	
65	40	
66	40	
67	43	
68	41	
69	NOW LOTS 70 TO 102	Sheets 7 & 8
70	40	

CONTINUED ON PAGE 5

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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.

INITIAL SCHEDULE CONTINUED FROM SHEET 4

LOT No	UNIT ENTITLEMENT	SUBDIVISION
71	40	
72	40	
73	41	
74	42	
75	51	
76	50	
77	43	
78	42	
79	44	
80	38	
81	44	
82	46	
83	36	
84	37	
85	37	
86	48	
87	38	
88	35	
89	35	
90	35	
91	35	
92	48	
93	49	
94	46	
95	48	
96	41	
97	42	
98	47	
99	49	
100	50	
101	54	
102	55	
TOTAL	**4325**	

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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.

STREET ADDRESSES: LOCALITY - BARDIA

LOT No	Street Number	Street Name	Street Type	Locality
70	6	Bursill	Place	Bardia
71	8	Bursill	Place	Bardia
72	10	Bursill	Place	Bardia
73	12	Bursill	Place	Bardia
74	14	Bursill	Place	Bardia
75	16	Bursill	Place	Bardia
76	18	Bursill	Place	Bardia
77	20	Bursill	Place	Bardia
78	22	Bursill	Place	Bardia
79	24	Bursill	Place	Bardia
80	26	Bursill	Place	Bardia
81	28	Bursill	Place	Bardia
82	30	Bursill	Place	Bardia
83	32	Bursill	Place	Bardia
84	41	Bursill	Place	Bardia
85	39	Bursill	Place	Bardia
86	37	Bursill	Place	Bardia
87	35	Bursill	Place	Bardia
88	33	Bursill	Place	Bardia
89	31	Bursill	Place	Bardia
90	29	Bursill	Place	Bardia
91	27	Bursill	Place	Bardia
92	25	Bursill	Place	Bardia
93	23	Bursill	Place	Bardia
94	21	Bursill	Place	Bardia
95	19	Bursill	Place	Bardia
96	17	Bursill	Place	Bardia
97	15	Bursill	Place	Bardia
98	13	Bursill	Place	Bardia
99	11	Bursill	Place	Bardia
100	9	Bursill	Place	Bardia
101	7	Bursill	Place	Bardia
102	5	Bursill	Place	Bardia

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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 **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

Signature of Director

PETER BRIAN ICKLOW

Name of Director

Signature of Director/Secretary

DAX RYAN McBURNEY

Name of ~~Director~~/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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 **Hanaland Investments Pty Limited** ABN 51 121 254 537 in accordance with section 127 of the Corporations Act:)

Signature of Director

ANDREW SAMUEL TOYNTON

Name of Director / Secretary
Sole

Signature of Director/Secretary

Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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 **D-Mac Investments Pty**)
LTD ABN 15 126 404 313 in accordance)
with section 127 of the Corporations Act:)

.....
Signature of Director

DAX RYAN McBURNEY
.....
Name of Director

.....
Signature of ~~Director~~/Secretary

KATE ALIDA MCBURNEY
.....
Name of ~~Director~~/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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.

THE COMMON SEAL of **BALANCED SECURITIES LIMITED** ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

Signature:..... Director

.....

Print Name: DAVID MORTON GEER

BALANCED SECURITIES LIMITED ACN 083 514 685 ★ The Common Seal of

THE COMMON SEAL of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

Signature:..... Director

.....

Print Name: DAVID MORTON GEER

OPTIMA FUNDING PTY LTD ACN 004 759 415 ★ The Common Seal of

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 11 sheet(s)

Office Use Only

Registered: 23.7.2018

Office Use Only

DP280064

(DOC.B)

PLAN OF SUBDIVISION OF LOT 69 DP 280064, RESTRICTIONS ON THE USE OF LAND AFFECTING PART OF LOT 1 DP 270983 & EASEMENT FOR DRAINAGE OF WATER AFFECTING PART OF LOT 4 DP 270983

Subdivision Certificate number: 6 of 2018

Date of Endorsement: 7 Mar 2018

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.

Approved Form 18
COMMUNITY LAND DEVELOPMENT ACT 1989
ATTESTATION

The common seal of Community Association DP No. 270983 was hereto affixed on 17 July 2018 in the presence of: David Ferguson

being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION DP 270983 Common Seal

Approved Form 21
COMMUNITY LAND DEVELOPMENT ACT 1989
CERTIFICATE OF ASSOCIATION
CONSENTING TO DOCUMENTS AFFECTING THE SHCEME

The Community Association Deposited Plan No.270983 certifies that on 22 March 2018

it passed a unanimous resolution consenting to the Plan and Section 88B Instrument.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16014-P1-2

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

Executed by

for and on behalf of **Sydney Anglican Schools Limited** (ABN 20 076 452 974)
~~as attorney under registered power of attorney Book No.~~ in the presence of:

.....
Signature of witness

LAWRENCE A. SCANDRETT
Name of witness (block letters)

22 CAMBRIDGE AVENUE
VAUCLUSE NSW 2030
Address of witness (block letters)

SYDNEY ANGLICAN SCHOOLS LIMITED A.C.N. 076 452 974 Common Seal

.....
Signature of attorney

Executed by

for and on behalf of **Integral Energy Australia**
ABN 59 253 130 878
as attorney under registered power of attorney Book 4509 No.838 in the presence of:

.....
Signature of witness

Ray Simmonds
Name of witness (block letters)

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148
Address of witness (block letters)

.....
Signature of attorney

GEOFFREY RIETHMULLER
NETWORK PROPERTY MGR
URS 10179

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

Lengths are in metres

Plan: DP1131246

Subdivision of Lot 51 in DP 1116577 and Easements within Lot 101 DP1060693 Covered by Subdivision Certificate No 15

Executed by

for and on behalf of **St George Bank Limited**
ACN 055 513 070
as attorney under registered power of attorney
Book No. in the presence of:

.....
Signature of witness

GUS SJAHBANA
.....
Name of witness (block letters)

LEVEL 9 65 BERRY ST
NORTH SYDNEY NSW 2060
.....
Address of witness (block letters)

.....
Signature of attorney

Ross Fairjones
Relationship Manager

ESPY SONGCO
LENDING SUPPORT
MANAGER

REGISTERED 6.7.2009

.....
Council Authorised Person

Req:R005849 /Doc:DP 0280064 B /Rev:24-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:31-Jul-2018 15:45 /Seq:1 of 54
Ref:16600096 /Src:M

DP280064

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	27.10.2017	6	21
Document 2	23.7.2018	2	32

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET) ☐

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Full name and address of the owner of the land

Jessica Investments Pty. Limited
Suite 12, 33 Ryde Road
Pymble NSW 2073

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 Drainage of Sewage 2.4 wide **[GG]**	33	31, 32
		34	2-11 Inclusive, 35-52 Inclusive, 31-33 Inclusive, Lot 10 DP270983
		30	2-11 Inclusive, 31-52 Inclusive, Lot 10 DP270983
		29	2-11 Inclusive, 30-52 Inclusive, Lot 10 DP270983
		28	2-11 Inclusive, 29-52 Inclusive, Lot 10 DP270983
		27	2-11 Inclusive, 28-52 Inclusive, Lot 10 DP270983
		26	2-11 Inclusive, 27-52 Inclusive, Lot 10 DP270983
		25	2-11 Inclusive, 26-52 Inclusive, Lot 10 DP270983

.....
Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 continued		24	2-11 Inclusive, 25-52 Inclusive, Lot 10 DP270983
		23	2-11 Inclusive, 24-52 Inclusive, Lot 10 DP270983 Lot 4 DP270983, ~~Lot 1 DP270983,~~ 22, 53 to 68 Inclusive
2	Easement for Drainage of Sewage 2 wide & variable **[G2]**	22	~~Lot 1 DP270983,~~ 53 to 68 Inclusive
		39	38
		40	38, 39, 41-52 inclusive, 2-11 inclusive, Lot 10 DP270983
		41	42, 43, 44
		42	43, 44
		43	44
		54	~~Lot 1 DP270983,~~ 53
		55	~~Lot 1 DP270983,~~ 53, 54
		56	~~Lot 1 DP270983,~~ 53-55 Inclusive

Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
2 continued		57	~~Lot 1 DP270983~~, 53-56 Inclusive
		58	~~Lot 1 DP270983,~~ 53-57 Inclusive
		59	~~Lot 1 DP270983,~~ 53-58 Inclusive
		60	~~Lot 1 DP270983,~~ 53-59 Inclusive
		61	~~Lot 1 DP270983~~, 53-60 Inclusive
		62	~~Lot 1 DP270983,~~ 53-61 Inclusive
		63	~~Lot 1 DP270983,~~ 53-62 Inclusive
		64	~~Lot 1 DP270983,~~ 53-63 Inclusive, 65
		67	~~Lot 1 DP270983,~~ 53-66 Inclusive
		68	~~Lot 1 DP270983,~~ 53-67 Inclusive
3	Easement for Drainage of Water 1.2 wide **[N]**	22	66, 67, 68
		31	32
		34	~~Lot 1 DP270983,~~ Lot 10 DP270983,

.....
Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
			41, 45 to 52 Inclusive
3 continued		36	31-35 Inclusive, 41, 45-52 Inclusive, ~~Lot 1 DP270983,~~ Lot 10 DP270983
		37	31-36 Inclusive, 41, 45-52 Inclusive, ~~Lot 1 DP270983,~~ Lot 10 DP270983
		41	45-52 Inclusive, Lot 10 DP270983
		43	44
		45	46-52 Inclusive Lot 10 DP270983
		46	47-52 Inclusive Lot 10 DP270983
		47	48-52 Inclusive Lot 10 DP270983
		48	49-52 Inclusive Lot 10 DP270983
		49	50-52 Inclusive Lot 10 DP270983
		50	51, 52, Lot 10 DP270983

Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
3 continued		51	52, Lot 10 DP270983
		52	Lot 10 DP270983
		54	53
		66	67
		68	66, 67
4	Easement for Drainage of Water 2.4 wide **[C2]**	23	24 to 30 Inclusive
		24	25 to 30 inclusive
		25	26 to 30 Inclusive
		26	27 to 30 Inclusive
		27	28 to 30 Inclusive
		28	29, 30
		29	30
		33	31, 32
		34	31, 32 , 33, 41, 45 to 52 Inclusive, ~~Lot 1 DP270983~~, Lot 10 DP270983
		69	22, 66, 67 & 68

Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
5	Easement for Drainage of Sewage 2 wide **[B]**	13	12
		14	12, 13
		15	12, 13, 14
		16	12, 13, 14, 15
		17	12 to 16 Inclusive
		18	12 to 17 Inclusive
		19	12 to 18 Inclusive
		20	12 to 19 Inclusive
		21	12 to 20 Inclusive
		31	32
		35	36, 37
		36	37
6	Easement for Retaining Wall 1.5 wide **[E2]**	2	Lot 10 DP270983
		3	52, Lot 10 DP270983
		4	52
		5	51
		6	50
		7	49
		8	48

Council Authorised Delegate
Ref: 16014-P1-(88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
6 continued		9	47
		10	46
		11	45
		14	28
		15	27
		16	26
		17	25
		18	24
		19	23
		20	23
		21	23
		40	41
7	Easement for Drainage of Sewage 1.2 wide **[G]**	23	~~Lot 1 DP270983,~~ Lot 4 DP270983, 22, 53-68 Inclusive
		31	32
		35	2-11 Inclusive, 36-52 Inclusive, Lot 10 DP270983

Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
8	Easement for Drainage of Water variable width **[NN]**	35	~~Lot 1 DP270983~~, Lot 10 DP270983, 31 to 34 Inclusive, 41, 45 to 52 Inclusive
9	Easement for Support 0.2 wide **[S]**	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 24 25 26 27 28 29 30 31 32	3 2,4 3 6 5 8 7 10 9, 11 10 13 12 15 14 17 16 19 18 21 20 68 25 24, 26 25 28 27 30 29 32 31

.....
Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
9 continued		33	34
		34	33
		35	36
		36	35, 37
		37	36
		38	39
		39	38, 40
		40	39
		41	42
		42	41
		43	44
		44	43
		45	46
		46	45, 47
		47	46
		48	49
		49	48
		50	51
		51	50
		53	54
		54	53
		55	56
		56	55
		57	58
		58	57, 59
		59	58
		60	61
		61	60
		62	63
		63	62
		64	65
		65	64
		66	67
		67	66
		68	22

Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres

Sheet 10 of 21

sheets

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Easement for Drainage of Sewage 1.5 wide **[AA]**	2	Lot 10 DP270983
		3	2, Lot 10 DP270983
		4	3, 2, 52, Lot 10 DP270983
		5	2-4 Inclusive, 51, 52, Lot 10 DP270983
		6	2-5 Inclusive, 50-52 Inclusive, Lot 10 DP270983
		7	2-6 Inclusive, 49-52 Inclusive, Lot 10 DP270983
		8	2-7 Inclusive, 48-52 Inclusive, Lot 10 DP270983
		9	2-8 Inclusive, 47-52 Inclusive, Lot 10 DP270983
		10	2-9 Inclusive, 46-52 Inclusive, Lot 10 DP270983
		11	2-10 Inclusive, 45-52 Inclusive, Lot 10 DP270983

Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 11 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10 continued		40	2-11 Inclusive, 38, 39, 41-52 Inclusive, Lot 10 DP270983
11	Restriction on the Use of Land (Filled Lots)	22-31 Inclusive, 37 & 64-68 inclusive	Campbelltown City Council
12	Restriction on the Use of Land (Floor Level Control)	2-21 Inclusive, 30,33,35, 40,42,55, 66 & 68	Campbelltown City Council
13	Restriction on the Use of Land (Cut or Fill)	2-68 Inclusive	Campbelltown City Council
14	Restriction on the Use of Land (Uncontrolled fill)	47-52 inclusive & 55-63 inclusive	Campbelltown City Council

PART 2 (Terms)

1. **Terms of Easement for Drainage of Sewage 2.4 wide [GG] numbered 1 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

.....
Council Authorised Delegate
Ref: 16014-P1 (88B) Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 12 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

2. **Terms of Easement for Drainage of Sewage 2 wide & variable [G2] numbered 2 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

3. **Terms of Easement for Drainage of Water 1.2 wide [N] numbered 3 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

4. **Terms of Easement for Drainage of Water 2.4 wide [C2] numbered 4 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

5. **Terms of Easement for Drainage of Sewage 2 wide [B] numbered 5 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

6. **Terms of Easement for Retaining Wall 1.5 wide [E2] numbered 6 in the Plan:**
   1. The owner of the lot benefitted may:
      (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever retaining wall and footings as is reasonably necessary to support the surface or subsurface of the lot benefitted or any part of it, or any structure or works on the lot benefitted, and

      (b) do anything reasonably necessary for that purpose, including:
      - entering the lot burdened, and
      - taking anything on to the lot burdened, and
      - carrying our work.

   2. The owner of the lot burdened must not:
      (a) Interfere with the retaining wall or footings or the support it offers, or

.....
Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 13 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 67 of 2017 Dated: 5 OCTOBER 2017

(b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall or footings.

3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or footings or impairs its effectiveness, the owner of the lot benefitted may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefitted may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owners of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefitted must:
   (a) ensure all work is done properly, and
   (b) cause as little inconvenience as is practicable to the owner or any occupier of the lot burdened, and
   (c) cause as little damage as is practicable to the lot burdened and any improvements on it, and
   (d) restore the lot burdened as nearly as is practicable to its former condition, and
   (e) make good any collateral damage.

7. Terms of Easement for Drainage of Sewage 1.2 wide [G] numbered 7 in the Plan:
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

8. Terms of Easement for Drainage of Water variable width [NN] numbered 8 in the Plan:
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

.....
Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 14 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

9. **Terms of Easement for Support 0.2 wide [S] numbered 9 in the Plan:**
Full and free right and liberty for the Registered Proprietor and 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 him from time to time and at all times to use the land herein indicated as Easement for Support 0.2 wide within the servient tenement for the support of the wall erected (or to be erected) on the dominant tenement for the purpose of inserting and supporting the ends of flooring and roofing boards, joists, bearers, beams, iron, steel, timber and reinforced concrete and other materials already inserted or to be inserted and/or used in the said wall of any and every building built on the dominant tenement and to enter go upon return pass and re-pass in through and along the Easement for Support within the servient tenement for the purpose of placing thereon all such materials as shall be necessary or describe for the purpose of maintaining such wall provided that the said registered Proprietor and other persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the Easement for Support within the servient tenement and will restore the Easement for Support within the servient tenement as nearly as practicable to the original condition and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as Easement for Support 0.2 wide within the servient tenement agrees that he will not use or permit to be used the easement for support within the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall and will not do or suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may impair injure or damage the said wall he will at his own expense properly and substantially repair and make good all such injury and damage.

The persons empowered to release, vary or modify this easement are the registered proprietors for the time being of the burdened and benefited lots.

10. **Terms of Easement for Drainage of Sewage 1.5 wide [AA] numbered 10 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

.....
Council Authorised Delegate
Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 15 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

11. Terms of Restriction on the Use of Land (Filled Lots) and numbered 11 in the Plan:

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a practising qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council of the City of Campbelltown.

The Authority empowered to release, vary or modify the above restriction, is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

12. Terms of Restriction on the Use of Land (Floor Level Control) and numbered 12 in the Plan:

No building shall be erected or shall be allowed to remain on the lots burdened unless habitable and non-habitable floor levels are constructed not less than 300mm and 100mm respectively above the finished ground levels, when measured adjacent to those floor areas. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with the Council's requirements.

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

13. Terms of Restriction on the Use of Land (Cut or Fill) and numbered 13 in the Plan:

No excavation or alteration of surface levels in excess of 800mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with NATA.

No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the

.....
Council Authorised Delegate
Ref: 16014-P1(88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 16 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

National Association of Testing Authorities (NATA) and approved by the Council of the City of Campbelltown.

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

14. **Terms of Restriction on the Use of Land (Uncontrolled Fill) and numbered 14 in the Plan:**
The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that part or all of that filling has been identified as uncontrolled fill, and that no building shall be constructed thereon UNLESS the footing/foundations have been designed by a qualified Civil/Structural Engineer base upon geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 17 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

EXECUTED by **Jessica Investments Pty Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

ALIX ESTHER TOYNTON
.....
Name of Director

.....
Signature of Director/Secretary

ANDREW SAMUEL TOYNTON
.....
Name of Director/Secretary

Signed sealed and delivered on behalf of **BALANCED SECURITIES LIMITED** ACN 083 514 685 by its attorney under power of attorney registered book 4672 no 120 in the presence of:

.....
MELISSA FRANCES DI MEDIO
23/385 BOURKE ST MELBOURNE VIC 3000

.....
Attorney - Trevor John Wilson

Angela Palermo
Attorney - Angela Palermo

~~**EXECUTED** by **Balanced Securities Limited** ABN 54 083 514 685 in accordance with section 127 of the Corporations Act:~~

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Document Set ID:
Version: 1, Version Date: 24/07/2018

.....
Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 18 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

EXECUTED by **Hanaland Investments Pty Limited** ABN 51 121 254 537
in accordance with section 127 of the Corporations Act:

.....
Signature of Director (Sole Director)

ANDREW SAMUEL TOYNTON
.....
Name of Director

.....
Signature of Director/Secretary

.....
Name of Director/Secretary

Signed sealed and delivered on behalf of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 by its attorney under power of attorney registered book 4672 no 119 in the presence of:

.....
Attorney

Trevor John Wilson
.....
Print name

.....
Witness

Angela Palermo
.....
Attorney

Name: Melissa Frances Di Medio

Address: 23/385 Bourke Street, Melbourne, Victoria

Angela Palermo
Print name

.....
Council Authorised Delegate

Ref: 16014-P1 (88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 19 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

EXECUTED by **D-Mac Investments Pty Ltd** ABN 15 126 404 313 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

DAX RYAN McBURNEY
.....
Name of Director

.....
Signature of ~~Director~~/Secretary

KATE ALIDA MCBURNEY
.....
Name of Director/Secretary

.....
Council Authorised Delegate

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 20 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Approved Form 18
~~*COMMUNITY LAND DEVELOPMENT ACT 1989*~~
ATTESTATION

The common seal of Community Association DP No. 270983 ~~was~~ hereto affixed

on ..... in the ~~presence~~

of: .....

~~being the person(s) authorised by section 8 of the Community Land Management Act 1989~~ to attest the affixing of the seal.

Approved Form 21
~~*COMMUNITY LAND DEVELOPMENT ACT 1989*~~
CERTIFICATE OF ASSOCIATION
CONSENTING TO DOCUMENTS AFFECTING THE SHCEME

The Community Association ~~Deposited~~ Plan No.270983 certifies that on
.....

~~it passed a unanimous resolution consenting to the Plan and Section 88B Instrument.~~

.....
Council Authorised Delegate
Ref: 16014-P1-(88B)-Rev 4

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

ePlan (DOC.1)

Lengths are in metres
sheets

Sheet 21 of 21

Plan: **DP280064**

Subdivision of Lots 2 & 3 DP 270983
covered by Subdivision Certificate
No: 62 of 2017 Dated: 5 OCTOBER 2017

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 No 30

.....
Signature of delegate

Jim Baldwin
Name of delegate

91 QUEEN STREET, CAMPBELLTOWN
Address of delegate

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

.....
Signature of witness

Andrew MacGee
Name of witness

91 QUEEN STREET, CAMPBELLTOWN
Address of witness

REGISTERED 27.10.2017

.....
Council Authorised Delegate

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

ePlan (DOC.2)

Lengths are in metres

Sheet 1 of 31 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Full name and address of the owner of the land

Jessica Investments Pty. Limited
Suite 12, 33 Ryde Road
Pymble NSW 2073

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 Drainage of Sewage 1.2 & 2.4 wide **[B4]**	77	78, 79, 80, 81, 82, 83, 84, 85, 86
		78	79, 80, 81, 82, 83, 84, 85, 86
		79	80, 81, 82, 83, 84, 85, 86
		80	81, 82, 83, 84, 85, 86
		81	82, 83, 84, 85, 86
		82	83, 84, 85, 86
		83	84, 85, 86
		84	85, 86
		85	86
2	Easement for Drainage of Sewage 2 wide & variable **[B5]**	94	87, 88, 89, 90, 91, 92, 93, 95, 96, 97, 98, 99, 100, 101, 102
		93	87, 88, 89, 90, 91, 92
		92	87, 88, 89, 90, 91
		91	87, 88, 89, 90
		90	87, 88, 89
		89	87, 88
		88	87
		95	96, 97, 98, 99, 100, 101, 102

Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 2 of 31 32 22 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
		96	97, 98, 99, 100, 101, 102
		97	98, 99, 100, 101, 102
		98	99, 100, 101, 102
		99	100, 101, 102
		100	101, 102
		101	102
3	Easement for Drainage of Water 2.48 wide **[C3]**	77	78, 79, 80, 81, 82
		78	79, 80, 81, 82
		79	80, 81, 82
		80	81, 82
		81	82
		82	81
		Lot 4 DP270983	77, 78, 79, 80, 81 & 82
4	Easement for Support 0.35 wide **[S2]**	71	70
5	Easement for Support 0.2 wide **[S3]**	70	71
		71	70, 72
		72	71
		73	74
		74	73
		79	80
		80	79
		83	84
		84	83, 85
		85	84
		88	89
		89	88

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 3 of 3132 22 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
		90 91 92 93 96 97 98 99 100 101 102	91 90 93 92 97 96, 98 97 100 99 102 101
6	Easement for Drainage of Sewage 2.4 wide **[D2]**	76 75 74 73 72 71	70, 71, 72, 73, 74, 75 70, 71, 72, 73, 74 70, 71, 72, 73 70, 71, 72 70, 71 70
7	Easement for Padmount Substation 2.75 wide **[F4]**	77	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land (Fire Rating) **[F5]**	77 & Part of Lot 1 DP270983	Epsilon Distribution Ministerial Holding Corporation
9	Restriction on the Use of Land (Swimming Pool) **[F6]**	77 & Part of Lot 1 DP270983	Epsilon Distribution Ministerial Holding Corporation
10	Restriction on the Use of	70 to 85	Campbelltown City

.....
Council Authorised Person
Ref: 16014-P1-2(88B) REV 6

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

Lengths are in metres

Sheet 4 of 31 32 22 sheets ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
	Land (Filled Lots)	inclusive & 92 to 102 inclusive	Council
11	Restriction on the Use of Land (Floor Level Control)	70, 76, 77 & 86 to 102 inclusive	Campbelltown City Council
12	Restriction on the Use of Land (Cut or Fill)	70 to 102 Inclusive	Campbelltown City Council
13	Easement for Drainage of Water 2.48 wide **[C4]**	76 75 74 73 72 71 70 Lot 4 in DP270983,	70, 71, 72, 73, 74, 75 & Lots 22, 66, 67 & 68 in DP280064 70, 71, 72, 73, 74 & Lots 22, 66, 67 & 68 in DP280064 70, 71, 72, 73 & Lots 22, 66, 67 & 68 in DP280064 70, 71, 72, & Lots 22, 66, 67 & 68 in DP280064 70, 71 & Lots 22, 66, 67 & 68 in DP280064 70 & Lots 22, 66, 67 & 68 in DP280064 Lots 22, 66, 67 & 68 in DP280064 70, 71, 72, 73, 74, 75, 76 & Lots 22, 66, 67 & 68 in DP280064
14	Easement for Retaining	102	60, 61, 62, 63 & 65 in

Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Sheet 5 of 3432 sheets ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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
	Wall 1.2 & 1.5 wide **[E2]**		DP280064 and Lot 8 in DP270983

PART 1 A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement or profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Retaining Wall 1.5 wide **[E]** (DP270983)	Lot 102 in DP 280064	60 to 65 inclusive in DP280064 & Lot 8 in DP270983
2	Easement for Drainage of Water 2.4 wide **[C2]** (DP280064)	Lot 69 in DP 280064	22, 66, 67 & 68 in DP 280064

PART 2 (Terms)

1. **Terms of Easement for Drainage of Sewage 1.2 & 2.4 wide [B4] numbered 1 in the Plan:**
   Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

2. **Terms of Easement for Drainage of Sewage 2 wide & variable [B5] numbered 2 in the Plan:**

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 6 of ~~31~~ 32 ~~22~~ sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended)

3. **Terms of Easement for Drainage of Water 2.48 wide [C3] numbered 3 in the Plan:**
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended)

4. **Terms of Easement for Support 0.35 wide [S2] numbered 4 in the Plan:**

Full and free right and liberty for the Registered Proprietor and 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 him from time to time and at all times to use the land herein indicated as Easement for Support 0.35 wide within the servient tenement for the support of the wall erected (or to be erected) on the dominant tenement for the purpose of inserting and supporting the ends of flooring and roofing boards, joists, bearers, beams, iron, steel, timber and reinforced concrete and other materials already inserted or to be inserted and/or used in the said wall of any and every building built on the dominant tenement and to enter go upon return pass and re-pass in through and along the Easement for Support within the servient tenement for the purpose of placing thereon all such materials as shall be necessary or describe for the purpose of maintaining such wall provided that the said registered Proprietor and other persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the Easement for Support within the servient tenement and will restore the Easement for Support within the servient tenement as nearly as practicable to the original condition and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as Easement for Support 0.35 wide within the servient tenement agrees that he will not use or permit to be used the easement for support within the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall and will not do or suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be

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

Lengths are in metres

ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

done any act or thing which may impair injure or damage the said wall he will at his own expense properly and substantially repair and make good all such injury and damage.

The persons empowered to release, vary or modify this easement are the registered proprietors for the time being of the burdened and benefited lots.

5. Terms of Easement for Support 0.2 wide [S3] numbered 5 in the Plan:

Full and free right and liberty for the Registered Proprietor and 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 him from time to time and at all times to use the land herein indicated as Easement for Support 0.2 wide within the servient tenement for the support of the wall erected (or to be erected) on the dominant tenement for the purpose of inserting and supporting the ends of flooring and roofing boards, joists, bearers, beams, iron, steel, timber and reinforced concrete and other materials already inserted or to be inserted and/or used in the said wall of any and every building built on the dominant tenement and to enter go upon return pass and re-pass in through and along the Easement for Support within the servient tenement for the purpose of placing thereon all such materials as shall be necessary or describe for the purpose of maintaining such wall provided that the said registered Proprietor and other persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the Easement for Support within the servient tenement and will restore the Easement for Support within the servient tenement as nearly as practicable to the original condition and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as Easement for Support 0.2 wide within the servient tenement agrees that he will not use or permit to be used the easement for support within the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall and will

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

Lengths are in metres

Sheet 8 of 32 ~~22~~ sheets ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

not do or suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may impair injure or damage the said wall he will at his own expense properly and substantially repair and make good all such injury and damage.

The persons empowered to release, vary or modify this easement are the registered proprietors for the time being of the burdened and benefited lots.

6. **Terms of Easement for Drainage of Sewage 2.4 wide [D2] numbered 6 in the Plan:**
Terms as set out in Part 7 of Schedule 8 of The Conveyancing Act 1919 (as amended).

7. **Terms of Easement for Padmount Substation 2.75 wide [F4] numbered 7 in the Plan:**

1. Definitions

(a) **easement site** means that part of the lot burdened that is affected by this easement.
(b) **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system and ancillary equipment.
(c) **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
(d) **install** includes construct, repair, replace, maintain, modify, use, and remove.
(e) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

~~3732~~ ePlan (DOC.2)
Sheet 9 of 22 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

(f) **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(g) **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2. Epsilon Distribution Ministerial Holding Corporation may:

(a) install electrical equipment within the easement site,

(b) excavate the easement site to install the electrical equipment.

(c) use the electrical equipment for the transmission of electricity,

(d) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

(e) trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

(f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 10 of ~~22~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

(a) install or permit to be installed any services or structure within the easement site, or

(b) alter the surface level of the easement site, or

(c) do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.

5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

3132 ePlan (DOC.2)

Lengths are in metres

Sheet 11 of 22 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

The Persons or Authority empowered to release, vary or modify this easement is **Epsilon Distribution Ministerial Holding Corporation.**

8. Terms of Restriction on the Use of Land (Fire rating) [F5] numbered 8 in the Plan:

1. Definitions:

   (a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

   (b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

   (c) **"erect"** includes construct, install, build and maintain

   (d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

   (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

   (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

   (c) the owner provides the authority benefited with an engineer's certificate to this effect.

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

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this restriction is **Epsilon Distribution Ministerial Holding Corporation.**

9. Terms of Restriction on the Use of Land (Swimming Pool) [F6] numbered 9 in the Plan:

1. Definitions:

"erect" includes construct, install, build and maintain.

"restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV6

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

Lengths are in metres

 ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

(a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

(b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

The Persons or Authority empowered to release, vary or modify this restriction is **Epsilon Distribution Ministerial Holding Corporation.**

10. Terms of Restriction on the Use of Land (Filled Lots) numbered 10 in the Plan:

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a practising qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council of the City of Campbelltown.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

The Authority empowered to release, vary or modify the above restriction, is the Campbelltown City Council. The cost and expense on any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

11. Terms of Restriction on the Use of Land (Floor Level Control) numbered 11 in the Plan:

No building shall be erected or shall be allowed to remain on the lots burdened unless habitable and non-habitable floor levels are constructed not less than 300mm and 100mm respectively above the finished ground levels, when measured adjacent to those floor areas. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with the Council's requirements.

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

12. Terms of Restriction on the Use of Land (Cut or Fill) numbered 12 in the Plan:

No excavation or alteration of surface levels in excess of 800mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with NATA.

No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council of the City of Campbelltown.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV.6

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

Lengths are in metres

 ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

The Authority empowered to release, vary or modify the above restriction is the Campbelltown City Council. The cost and expense on any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

13. Terms of Easement for Drainage of Water 2.48 wide [C4] numbered 13 in the Plan:
Terms as set out in Part 8 of Schedule 8 of The Conveyancing Act 1919 (as amended).

14. Terms of Easement for Retaining Wall 1.2 & 1.5 wide [E2] numbered 14 in the Plan:

1. The owner of the lot benefitted may:
   (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever retaining wall and footings as is reasonably necessary to support the surface or subsurface of the lot benefitted or any part of it, or any structure or works on the lot benefitted, and
   (b) do anything reasonably necessary for that purpose, including:
   - entering the lot burdened, and
   - taking anything on to the lot burdened, and
   - carrying out work.

2. The owner of the lot burdened must not:
   (a) Interfere with the retaining wall or footings or the support it offers, or
   (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall or footings.

3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or footings or impairs its effectiveness, the owner of the lot benefitted may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 16 of 31 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefitted may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owners of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefitted must:
   (a) ensure all work is done properly, and
   (b) cause as little inconvenience as is practicable to the owner or any occupier of the lot burdened, and
   (c) cause as little damage as is practicable to the lot burdened and any improvements on it, and
   (d) restore the lot burdened as nearly as is practicable to its former condition, and
   (e) make good any collateral damage.

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Jessica Investments Pty. Limited** ABN 31 001 156 109 in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

PETER BRIAN ICKLOW
.....
Name of Director

.....
Signature of Director/Secretary

DAX RYAN McBURNEY
.....
Name of ~~Director~~/Secretary

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

 ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

)
)
)

EXECUTED by **Hanaland Investments Pty Limited** ABN 51 121 254 537 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

ANDREW SAMUEL TOYNTON
.....
Name of Director / Secretary
Sole

.....
Signature of Director/Secretary

.....
Name of Director/Secretary

EXECUTED by **D-Mac Investments Pty Ltd** ABN 15 126 404 313 in accordance with section 127 of the Corporations Act:

.....
Signature of Director

DAX RYAN McBURNEY
.....
Name of Director

.....
Signature of ~~Director~~/Secretary

KATE ALIDA MCBURNEY

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

 ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064 &
Restrictions on the Use of Land affecting
Part of Lot 1 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Signature of witness:

Name of witness:

LOREN VINCENT

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

Power of attorney:
Book 4727 No 524

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS 17753

Date of signature:

3 October 2017.

Council Authorised Person
Ref: 16014-P1-2 (88B) REV 2

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

Lengths are in metres

Sheet 20 of 3132 22 sheets ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064,
Restrictions on the Use of Land affecting
Part of Lot 1 DP 270983 & Easement for
Drainage of Water affecting part of Lot 4
DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

THE COMMON SEAL of **BALANCED SECURITIES LIMITED** ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

BALANCED SECURITIES LIMITED ACN 083 514 685 The Common Seal of

Signature:..... Director
Print Name: DAVID MORTON GEER

THE COMMON SEAL of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

OPTIMA FUNDING PTY LTD ACN 004 759 415 The Common Seal of

Signature:..... Director
Print Name: DAVID MORTON GEER

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Sheet 21 of 22 sheets 3132 ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Approved Form 18
COMMUNITY LAND DEVELOPMENT ACT 1989
ATTESTATION

The common seal of Community Association DP No. 270983 was hereto affixed on 22 MARCH 2018 in the presence of: OLIVERA ABLUSION, SPRATA PLUS P/L

being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION DP 270983 ★ Common Seal

Approved Form 21
COMMUNITY LAND DEVELOPMENT ACT 1989
CERTIFICATE OF ASSOCIATION
CONSENTING TO DOCUMENTS AFFECTING THE SHCEME

The Community Association Deposited Plan No. 270983 certifies that on 22 MARCH 2018.

it passed a unanimous resolution consenting to the Plan and Section 88B Instrument.

OLIVERA ABLUSION, SPRATA PLUS P/L.

COMMUNITY ASSOCIATION DP 270983 ★ Common Seal

Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

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

Lengths are in metres

Sheet 22 of 32 sheets ePlan (DOC.2)

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 No 30

.....
Signature of delegate

James Baldwin
.....
Name of delegate

c/- Campbelltown City Council
91 Queen Street
Campbelltown NSW 2560
.....
Address of delegate

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

.....
Signature of witness

Karen Robinson.
.....
Name of witness

82 Cudgegong Rd, Ruse.
.....
Address of witness

.....
Council Authorised Person
Ref: 16014-P1-2 (88B) REV 6

MS

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

ePlan (DOC.2)

Lengths are in metres

Sheet 23 of 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 11 005 357 522 by its Attorney under Power of Attorney Book No. 4165 No. 246

Sign .....

Name ..... Peter Koukouzikas SGC 3112

Acting/Manager Securities

Witnessed by:

Sign ..... Tunde Durojaye

Name ..... NFC 2449

4/833 Collins Street, Docklands, 3008

.....
Signature of Attorney

~~**Executed** by as attorney for **Australian and New Zealand Banking Group Pty Ltd** under power of attorney dated and registered book no in the presence of:~~

~~.....~~
~~Signature of witness~~

~~.....~~
~~Name of witness~~

~~.....~~
~~Address of witness~~

.....
Council Authorised Person

Ref: 16014-P1-2 (88B) REV 6

S:8231295_1 PJM

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

ePlan (DOC.2)

Lengths are in metres

Sheet 24 of ~~31~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Executed by Christel Zaronias as attorney for
(nab) NATIONAL AUSTRALIA BANK LIMITED.
under power of attorney dated
and registered book 4512 no 39
in the presence of:

.....
Signature of witness

ANDREW TOMA
Name of witness

.....
Signature of Attorney

222 Beamish St, Campsie NSW 2194
Address of witness

.....
Council ~~Authorised~~ Person
Ref: 16014-P1-2 (88B) REV 6

S:8114788_1 PJM

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

ePlan (DOC.2)

Lengths are in metres

Sheet 25 of ~~31~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

Monika Eshou

Executed by as attorney for **Commonwealth Bank of Australia** under power of attorney dated and registered book 4297 no 297 in the presence of:

.....
Signature of witness

Sarah Nogatau
.....
Name of witness

150 George Street Parramatta NSW 2150
.....
Address of witness

Signed at Sydney the 2nd day of July 2018 For Commonwealth Bank Of Australia ABN 48 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4297 No 297

Witness Sarah Nogatau

.....
Signature of Attorney

Monika Eshou

.....
Council ~~Authorised~~ Person
Ref: 16014-P1-2 (88B) REV 6

S:8261713_1 PJM

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

ePlan (DOC.2)

Lengths are in metres

Sheet 26 of ~~31~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Huihuang Mo** in the presence of:

.....
Signature of Witness

.....
Signature

MOPY MO
.....
Name of Witness

c/o LEVEL 17
9 CASTLEREAGH STREET
SYDNEY 2000

~~Executed~~ by **Commonwealth Bank of ~~Australia~~ ABN 48 123 123 124** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

.....
~~Council Authorised Person~~

Ref: 16014-P1-2 (88B) REV 6

S:8096975_1 PJM

11460

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

ePlan (DOC.2)

Lengths are in metres

Sheet 27 of 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Mark Anthony Parales** in the presence of:

.....
Signature of Witness

.....
Signature

FERNANDO MARTIN LOPES SALINAS
Name of Witness

24/17-19 OLD BARRENJOEY Rd.
AVALON BEACH 2107

.....
Council Authorised Person

Ref: 16014-P1-2 (88B) REV 6

~~INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF~~

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

ePlan (DOC.2)

Lengths are in metres

Sheet 28 of ~~31~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Lu Wang** in the presence of:

.....
Signature of Witness

Ping Fang Liu
Name of Witness

SUITE 75B
LEVEL 1
23 MACMAHONE STREET
HURSTVILLE 2220

.....
Signature

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

ePlan (DOC.2)

Lengths are in metres

Sheet 29 of ~~31~~ 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Yilin Lin** in the presence of:

.....
Signature of Witness

.....
Signature

.....Yitong YAO.....
Name of Witness
c/o LEVEL 17
9 CASTLEREAGH ST
SYDNEY 2000

Executed by **Commonwealth Bank of Australia ABN 48 123 123 124** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

.....
Council Authorised Person
Ref: 16014-PT-2 (88B) REV 6

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

ePlan (DOC.2)

Lengths are in metres

Sheet 30 of 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Nimish Shrestha** in the presence of:

.....
Signature of Witness

.....
Signature

BINAYA SHRESTHA
Name of Witness
c/o SUITE 32
52 BAY STREET
ROCKDALE 2216

.....
Council Authorised Person
Ref: 16014 PT-2 (88B) REV 6

~~**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF**~~

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

ePlan (DOC.2)

Lengths are in metres

Sheet 31 of 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

EXECUTED by **Shikha Acharya** in the presence of:

.....
Signature of Witness

.....
Signature 11-04-2018

Jeewan Bhandari ..... Name of Witness

SUITE 101, LEVEL 1
83 YORK ST
SYDNEY 2000

EXECUTED by **Yogendra Poudel** in the presence of:

.....
Signature of Witness

.....
Signature 11-04-2018

Jeewan Bhandari
Name of Witness

SUITE 101, LEVEL 1
83 YORK ST
SYDNEY 2000

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

ePlan (DOC.2)

Lengths are in metres

Sheet 32 of 32 sheets

Plan: DP280064

Subdivision of Lot 69 DP 280064, Restrictions on the Use of Land affecting Part of Lot 1 DP 270983 & Easement for Drainage of Water affecting part of Lot 4 DP 270983
covered by Subdivision Certificate
No: 6 of 2018 Dated: 7 Mar 2018

MACQUARIE BANK LIMITED ACN 008 583 542 by

its Attorneys who hereby state that at the time of their executing this instrument they have no notice of the revocation of the Power of Attorney registered in Land Titles Office Book 4254 No. 762 under the authority of which they execute this instrument in the presence of:-

Jeff Davis
Associate Director

Signature of Witness
Matthew Mok
1 Shelley Street
Sydney NSW 2000

Daniel Argent
Associate Director

REGISTERED 23.7.2018

INSERT 10.7 PLANNING CERTIFICATE FOR RELEVANT LOT

INSERT SEWER SERVICES DIAGRAM FOR RELEVANT LOT

INSERT SEWER LOCATOIN PRINT FOR RELEVANT LOT

Sydney WATER

Application: **10078904**
Your Ref: 16600096

12 February 2019

Property details: LOT 7 INGLEBURN GARDENS DR, BARDIA 2565
LOT 7 DP 270983

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Sydney WATER

Application: **10078913**
Your Ref: 16600096

12 February 2019

Property details: LOT 8 INGLEBURN GARDENS DR, BARDIA 2565
LOT 8 DP 270983

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

INSERT SECTION 47 CERTIFICATE LAND TAX FOR RELEVANT LOT

DOCUMENTS REFERRED TO IN PART 2 OF SCHEDULE 1

ATTACHMENT A.

ARCHITECTURAL AND LANDSCAPE STANDARDS

MONARCH'S

THE MEADOWS

BARDIA

ARCHITECTURAL and LANDSCAPE STANDARDS

REFERRED TO IN THE

COMMUNITY MANAGEMENT STATEMENT

IN RESPECT OF

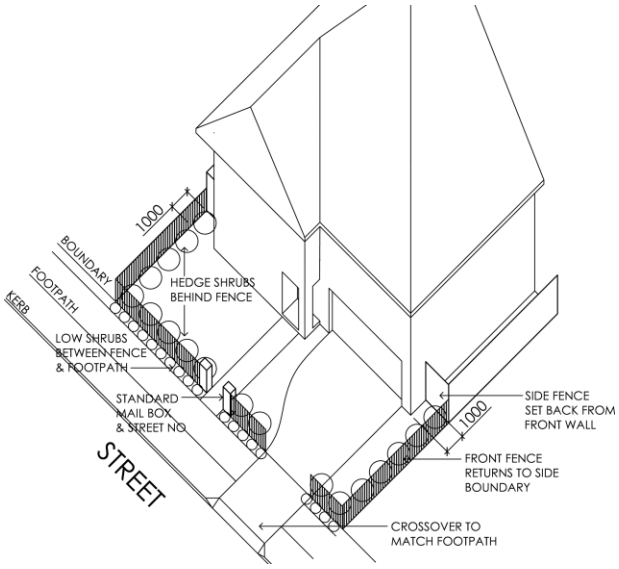
MASTER COMMUNITY
(ALL LOTS WITHIN DP270983)

Clause	Item	Standard	Revision Date/ Notes
1.00	**PRELIMINARY**		
1.01	Citation	These are the Architectural and Landscape Standards referred to in the "The Meadows" Community Management Statement.	
1.02	Application	These standards apply to all development lots within the "The Meadows" Community Scheme (DP270983), with the exception of: (a) Lot 1, being the community facilities; and (b) the ""Residual" lot, as defined in the community Management Statement, and which is part of folio identifier 4/270983 (subject to re-zoning and potential housing).	
1.03	Other Development Standards	Compliance with these standards is an additional requirement to compliance with any development standards required under NSW or Campbelltown City Council legislation or regulation. The Edmondson Park Smart Growth Development Control Plan Locality CB master plan 15/5/07 (the DCP) provides specific development standards for the "The Meadows".	
1.04	Conflicts & Inconsistencies	Any conflicts or inconsistencies arising from these standards are to be resolved by referral to the Planning Committee. The resolution of any conflict or inconsistency by the Planning Committee is final and binding.	
1.05	Definitions	Refer to the Community Management Statement. *Original Design* means: the design as described in the 'as built' documents inc drawings, specifications, schedules of materials & colours for the building and/or its landscape.	
2.00	**GENERAL**		
2.01	Subdivision Constraint	"The Meadows" is a master-planned community. After initial development, further subdivision of residential lots is prohibited.	
2.02	Architectural & Landscape Character to be maintained	Any external work, being repair, modification, or replacement to any building, structure, fence, paving, planted area or other element is to be consistent in material, colour, texture, and quality with these standards and the original design.	
2.03	Substitution, Equivalents, Alternatives	No substitution, equivalent or alternative standard, material or finish is permitted without the approval of the Planning Committee.	
2.04	Signage	All types of "The Meadows" signage, including street names, place names, building names and numbers are to be consistent with the precedent set at "The Meadows" for its type. Statutory and safety signage is to be in accordance with relevant regulation or standard.	
3.00	**BUILDINGS**		
3.01	Roofs	Roof form and materials are to be consistent with the DCP and built precedents at "The Meadows".	See Schedule A
3.02	Roof Mounted Fixtures	All roof-mounted fixtures including electronic transmission/receiving antennae, solar collectors, hot water heaters, plant, vents, flues etc are to be fully integrated into the original roof design and colour scheme. Satellite dishes installations are not to be visible from a street. Dish diameter is not to exceed 0.7 metres.	
3.03	Rainwater Goods	The design of rainwater gutters and downpipes materials and colours is to be integrated with original building design and colour scheme.	
3.04	External Plumbing & Services	Plumbing, service pipes, wire, conduits, vents and the like are to be located internally or fully integrated, screened or disguised in the original building façade design.	
3.05	Walls	Wall materials and colours are to be compatible with the palette of materials	See Schedule A

Clause	Item	Standard	Revision Date/ Notes
		indicated in Schedule A and as established in built precedents at Ingleburn Garden	
3.06	Windows & Doors	Windows and door frames are to be compatible with the palette of materials established at Ingleburn Gardens	
3.07	Insect screens	Any insect screens are to be aluminum framed, with vertical and horizontal framing to match mullion and rail pattern of the window. The finish and colour is to match the window. Screen fabric is to be black. All screens used on the building are to be of the same design.	
3.08	Security Screens	Any security screens are to be installed internally except to inward opening hinged doors. Screens are to comprise vertical and/or horizontal or diagonal bars. Decorative bars are not permitted. All materials are to be black or coloured to match the front door. All screens used on the building are to be of the same design.	
3.09	External Blinds & Shading Devices	External Blinds & Shading Devices are to be fully integrated into the architectural design.	See Schedule A
3.10	Garage Doors	Garage Door materials, finish and colour are to be in accordance with Schedule A.	See Schedule A

4.00 EXTERNAL WORKS

4.01	Fences & Gates	Fences and gates are to be in accordance with Schedule B and be consistent with design and quality precedents established at Ingleburn Gardens.	See Schedule B

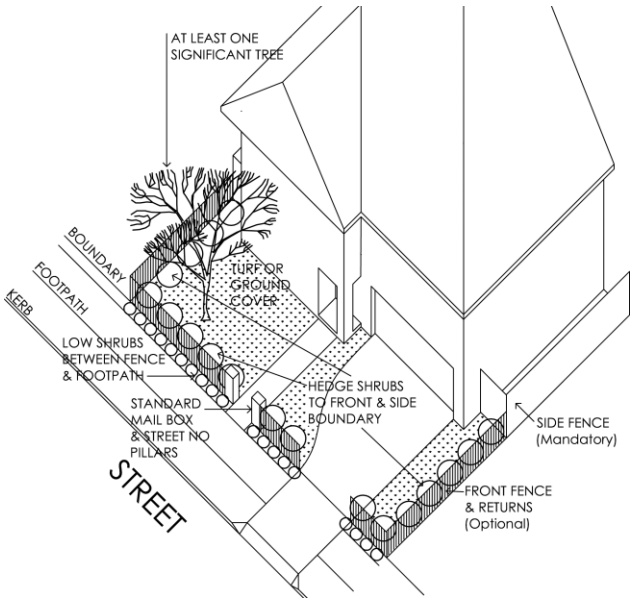


4.02	Privacy Screens	Privacy Screens are to be fully integrated into the original design.	See Schedule B
4.03	Garden Walls & Retaining Walls	Garden walls, retaining walls are be in accordance with Schedule B and to be consistent with design and quality precedents established at "The Meadows".	See Schedule B
4.04	Ancillary Buildings	Any Ancillary Buildings are to be fully integrated into the original design.	
4.05	Air-conditioning & Ventilation Plant	Air conditioning and ventilation equipment, plant, and ducting is to be concealed from view from the street, common and community property. All external items, plant, screens, grilles, ventilators etc. are to be integrated into the building design and are to be shown on the plans.	
4.06	Gas, Water, power,	Gas, Water, power, and other utility installations, valve, meters etc are to be	

Clause	Item	Standard	Revision Date/ Notes
	and other utility installations	indicated on the plans, concealed from view from the street and integrated into landscape and building design.	
4.07	Mail Boxes	Mail boxes are to be Ingleburn Gardens Estate standard design indicated in Schedule B.	See Schedule B
4.08	Paving	Paving design, materials, colours and quality within the community lot are to be in accordance with Schedule B and consistent with design and quality precedents established at "The Meadows".	See Schedule B
4.09	External Light Fittings	External lighting is to be consistent with the precedent established for the building, precinct or area. Light fittings not attached to a building or structure are to be unobtrusive, dark coloured, and designed to blend into a landscaped background.	
4.10	Handrails & Balustrades	External handrails and balustrades are to be in accordance with Schedule B and consistent with the design and quality precedent established at "The Meadows".	See Schedule B
4.11	Clothes Drying	External clothes drying is to be in enclosures screened from view from streets, common or community land. Proposed fence and landscape screening is to be shown on the submitted plans.	
4.12	Driveway/ Crossovers	Driveways across the nature strip are to be broomed or wood float concrete finish to match the public footpath. Any portion of driveway within allotment boundary is to be consistent with finishes in Schedule B: External Works.	See Schedule B

5.00 LANDSCAPE

5.01	Completion Date	All planting and landscape works on the approved plans are to be completed within six (6) months from the date of the issue of the Certificate of Occupation.
5.02	Front garden planting design	The minimum planting requirements in front of the building line includes; • 1 medium size tree (mature height: 8 – 12 m, 10 litre pot) • hedge planting along side and front boundaries comprising shrubs no greater than 1.2 m apart (mature height 0.9m-1.8m,5 litre pot) and • turf / ground cover to remainder of the area all properly staked, mulched, top-dressed and watered.



Clause	Item	Standard	Revision Date/ Notes
5.03	Selection of tree & plant species	Any tree and plants selected for the front yard / garden should be consistent with the landscape character of the area and suitable for its physical condition. Refer to Edmonson Park Smart Growth DCP Locality CB Part.11 Preferred Plant Species List (Appendix C)	
5.03	Hedging, Group & Row Planting	Hedging, Group, Row and cluster planting and the like is to be maintained totally consistent with the original design.	

THE SCHEDULES

Schedule A: Building Materials & Colours
Schedule B: External Works Materials & Colour
Schedule C: Preferred Plant Species List

SCHEDULE A

Standard

BUILDING MATERIALS & COLOURS

Examples

A1 EXTERNAL WALLS

A1.1 Face Brick Options

Mandatory:

Brick: Smooth texture, consistent monotone.
Colour: Monotone, Light Reflecting, Warm Greys, creams to soft Reds.
Joints: Low contrast colour, ironed or flush.

Encouraged:

Brick on edge window sills, heads, thresholds
Use with painted render or weatherboard options.

Prohibited:

Mottled Colour mixes, Strong Colours (Reds, Yellows Whites) Dark Colours, patterned mixes, Course textures, clinkers, tumbled, or high contrast sandstock styles.

A1.2 Render and Paint Options

Mandatory:

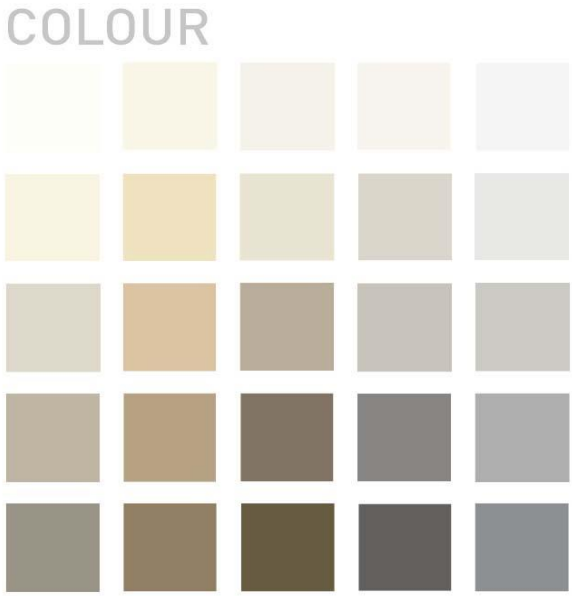
Texture: Smooth or horizontally coarsed render OR Painted brick with flush or ironed joints.
Colour: Paint consistent with palette (to right).

Encouraged:

Use with face brick or weatherboard options.

Prohibited:

Strong colours, dark colours, patterned mixes, or high contrast colour selections



A1.3 Weatherboard / Fibre Cement Options

Mandatory:

Use: only as secondary material to primary face brick or render options
Colour: consistent with paint palette (above)

Encouraged:

Cover boards to corners and openings,
Smooth finish boards.

Prohibited: Flat Panels of Fibre Cement

Note: Use in conjunction with brick or render. Brick or Render to be main predominant wall material

SCHEDULE A

Standard

BUILDING MATERIALS & COLOURS

Examples

A2 GARAGE DOORS

Mandatory:

Colour: to tone in with wall colour palette above OR natural finish to timber door panel.

Encouraged:

Simple 'Panelift' type doors
Doors recessed min 220 mm back from wall
Match colour to its roof Colorbond Colours

Prohibited:

Roller Doors, Tilting doors
Bright Colours

GARAGE DOOR

A3 ROOFS

Mandatory:

Roof form: Pitched, hipped, gable
Pitch: minimum 22½°
Colour: Soft grey colours (see right)
Elements: Eaves gutters, fascias and accessories to match roof.

Encouraged:

Simple, uncomplicated roof form
Flat profile 'slate' tiles
OR
Traditional corrugated steel profile eg Custom Orb

Prohibited:

White, Black, strong primary colours

ROOF

Colorbond Colours: Surfmist, Dune, Shale Grey, Windspray, Bushland, Woodland Grey

A4 SHADING, PERGOLAS

Mandatory:

Material: Aluminium or Timber
Style: Simple profile and detail
Finish: Painted or powder coated to blend with wall colours.

Encouraged:

Slatted, battened, louvred, type shutters, and screening systems.
Controlled areas of white.
Off-White, grey tone shade cloth fabrics.

Prohibited:

Black, strong primary or very dark colours.
Green and Black shade cloth. Window Roller shutters

SHADING DEVICES

SCHEDULE B EXTERNAL WORKS

Standard *Examples*

B1 BOUNDARY FENCES & GATES

B1.1 Front Fences, Interlot Fences in front of building line

Mandatory:

The street alignment must be delineated by;
Fence type: Metal spear point
Colour: Charcoal grey
Height: 1-1.2 metre
To sides: 1 metre behind front walls of house
Gates: matching
Softening landscape: planted shrubs behind fence
OR
Landscape hedge

Encouraged:

Landscape planting both sides of fence.

Prohibited:

Any other form of fencing

Note: Planting encouraged both sides of fence

B1.2 Side & Rear Fences and Gates

Mandatory:

Fence type: Treated Pine, Lapped and Capped
Height: 1.8 metres high.
Finish: natural
Note: must stop min. 1 metre behind front walls of house

Encouraged:

Landscape planting both sides.

Prohibited:

Any other form of fencing

B1.3 Corner Lot Side Fence facing street

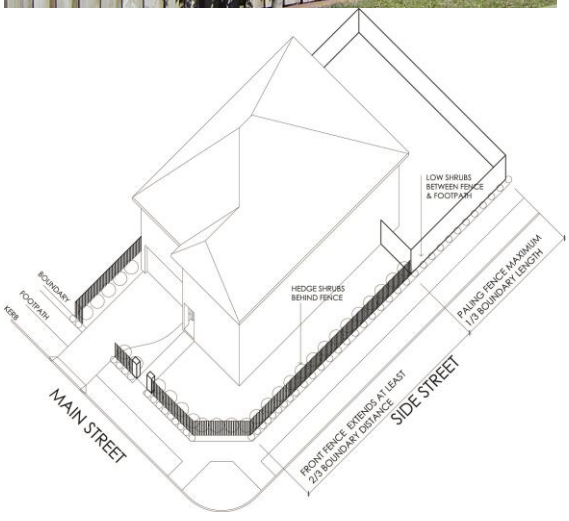
Mandatory:

Fence types:
Metal Spear point (B1.1) for a minimum of 2/3rd boundary length.
Treated Pine, Lapped and Capped (B1.2) for a maximum length of 1/3rd boundary length.

Encouraged:

Landscape planting both sides.

Prohibited: Any other form of fencing



SCHEDULE B EXTERNAL WORKS

Standard

B2 PRIVACY SCREENS

Mandatory:

Fence Type: Horizontal slats screen with galvanised steel post located on inside face
Materials: 50x25 mm timber slats, 25 mm apart
Colour: grey / natural stain
Height: max. 1.8 m

Encouraged:

Landscape planting both sides.

Prohibited:

Any other form of fencing

B3 GARDEN WALLS, RETAINING WALLS

Mandatory:

Walls visible from a street, public place or in front of building;
Boral Heath stone Regal
OR
Equivalent products of matching style & colours.
OR
Timber sleeper retaining walls (subject to approval)

Encouraged:

Landscaped batter in lieu,
Softening landscape planting on both sides of wall.

Prohibited:

Any other form of wall when visible from a street or public place.

B4 CLOTHES LINES

Mandatory:

Not to be visible from a street or public place
To be landscape screened from neighbours view.

Encouraged:

Fold away type lines,
Landscape screening.

Examples

Boral Heath stone Regal

Foldaway Clothesline on Lap & Cap fence

SCHEDULE B EXTERNAL WORKS

Standard *Examples*

B5 DRIVEWAYS, CROSSOVERS

B5.01 Crossovers on street

Mandatory:

On nature strip from lot boundary to kerb:
Broom finished, steel trowelled edged concrete to match public footpath.

Crossover on street matches public footpath.
Subdued colour and texture paving on private lot.

B5.02 Driveways on Private Lots

Mandatory:
As crossover above, OR
subdued colour and textured concrete or pavers.

Encouraged:

Nil other.

Prohibited:

Bright, white, or black colours and highly reflective finishes.

Subdued colour, texture paving on private lot only.

B6 ENTRY FOOTPATH, STEPS

Mandatory:

Insitu 1.0m wide, broom finished, steel trowelled edged concrete to match public footpath,
OR
subdued colour and textured concrete or pavers.
OR
Precast 0.9 x 0.45 m plain steel trowelled finish concrete precast pavers

Path from the public footpath to boundary: Broom finished, steel trowelled edged concrete to match public footpath

Prohibited:

Bright, white, or black colours and highly reflective finishes

SCHEDULE B EXTERNAL WORKS

Standard *Examples*

B7 MAIL BOX, STREET NUMBER

Mandatory:

As per “The Meadows” standard detail,
Painted to match house main wall paint colour.

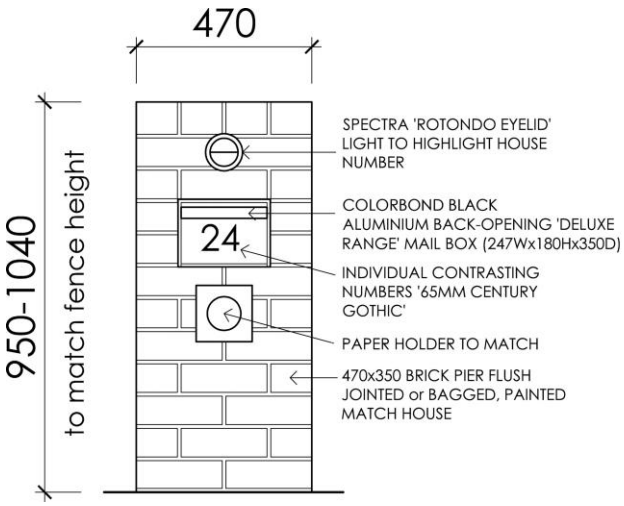
Encouraged:

Matching brick pier both sides entry path.

Prohibited:

Any other mail box, street number.

Mail Box pier at entry path



MAILBOX DETAIL

B8 HANDRAILS, BALUSTRADES

Mandatory:

When detached from a building and visible from a street or public place;
Colour: Charcoal grey

Encouraged:

Landscaped batter in lieu.
Softening landscape planting on both sides of wall.

Prohibited:

Any other form of handrails and balustrades.

SCHEDULE C

PREFERRED PLANT SPECIES

The following tables provide a list of preferred plant species sourced from the Edmondson Park Smart Growth Development Control Plan Locality CB master plan 15/5/07. Alternate and additional species may be proposed provided they are shown to be appropriate plant material for the application context and suitable for the subject environment.

* Preferred Street Tree Species

⌀ Species endemic to locality

TREES			
Botanical Name	***Common Name***	***Mature Height***	***Description***
Acacia decurrens⌀	Green Wattle	3-5m	native evergreen flowering
Acacia parramattensis⌀	Sydney Green Wattle	3-5m	native evergreen flowering
*Backhousia myrtifolia**	Aniseed Tree	10m	native evergreen flowering
Brachychiton acerifolius	Flame Tree	25m	native deciduous
Casuarina glauca⌀	Swamp Oak	20m	flowering native evergreen
*Eleocarpus reticulatus**	Blueberry Ash	8m	native evergreen flowering
*Eucalyptus amplifolia**	Cabbage Gum	15m	native evergreen
Eucalytpus crebra	Narrow Leafed Ironbark	20m	native evergreen
*Eucalyptus moluccana**⌀	Coastal Grey Box	18m	native evergreen
Eucalyptus tereticornis⌀	Forest Red gum	20m	native evergreen
Ficus rubiginosa	Port Jackson Fig	40m	native evergreen
Flindersia brayleyana	Flindersia	20m	native semi evergreen flowering
Flindersia shottiana	Bumpy Ash	20m	native semi evergreen flowering
*Fraxinus excelsior 'Aurea'**	Golden Ash	10m	exotic deciduous
*Fraxinus oxycarpa 'Raywood'**	Claret Ash	10m	exotic deciduous
Grevillea robusta	Silky Oak	15-25m	native evergreen
*Jacaranda mimosifolia**	Jacaranda	10m	exotic deciduous flowering
*Koelreuteria paniculata**	Golden Rain Tree	9-15m	exotic deciduous flowering
Lagerstroemia indica	Crepe Myrtle	5-7m	exotic deciduous flowering
*Lophostemon confertus**	Brush Box	15-30m	native evergreen
Magnolia grandiflora	Magnolia	7-10m	exotic evergreen flowering
Malus floribunda	Crab Apple	5-8m	exotic deciduous flowering
Melaleuca decora	Paperbark	6-9m	native evergreen flowering
Melaleuca stypheloides	Prickly-leafed Paperbark	8-12m	native evergreen flowering
Melia azederach var. australis⌀	White Cedar	7-10m	native deciduous flowering
Pinus canariensis	Canary Island Pine	20m	exotic evergreen
Pistacia chinensis	Chinese Pistacia	8m	exotic deciduous
*Pittosporum thombifolium**	Diamond Laurel	10m	native evergreen flowering

SHRUBS			
Botanical Name	***Common Name***	***Mature Height***	***Description***
Baeckea densifolia	Baeckea	1m	native evergreen flowering
Callistemon citrinus 'Endeavor'	Bottlebrush	4m	native evergreen flowering
Callistemon viminalis 'Little John'	Bottlebrush	1m	native evergreen flowering
Camellia sasanqua	Sasanqua	3m	exotic evergreen flowering
Crinum pedunculatum	Swamp Lily	600mm	native evergreen flowering
Gardenia augusta 'Florida'	Gardenia	1-1.5m	exotic evergreen flowering
Kunzea ambigua⌀	Tick Bush	2-3m	native evergreen flowering
Leptospermum flavescens 'Cardwell'	Tantoon Tea Tree	1.5m	native evergreen flowering
Lomandra longifolia var. longifolia⌀	Spiny Headed Mat Bush	0.4-0.8m	native evergreen flowering
Murraya paniculata	Orange Jessamine	2-3m	exotic evergreen flowering
Phormium tenax/'Purpureum'/ 'Rubrum'	NZ Flax	1.8-3m	exotic evergreen coloured foliage
Photinia 'Red Robin'	Red Robin Photinia	2-4m	exotic evergreen coloured foliage
Plumbago auriculata 'Royal Cape'	Blue Plumbago	2-3m	exotic evergreen flowering

GROUNDCOVERS AND CLIMBERS			
Botanical Name	***Common Name***	***Mature Height***	***Description***
Acanthus mollis	Oyster Plant	500mm-1m	exotic evergreen flowering
Agapanthus orientalis (Mauve and White)	Lily of the Nile	500mm-1m	exotic evergreen flowering
Dianella revoluta	Spreading Lily	500mm-1m	native evergreen flowering
Dianella caerulea var. producia⌀		500mm	native evergreen flowering
Dietes grandiflora	Wild Iris	750mm	exotic evergreen flowering
Dietes iridioides	African Iris	750mm	exotic evergreen flowering
Dicondra repens⌀	Kidney Weed	200-600mm	native evergreen flowering
Erigeron karvinskianus	Fleabane	200mm	exotic evergreen flowering
Gardenia augusta 'Radicans'	Prostrate Gardenia	prostrate	exotic evergreen flowering
Hardenbergia violacea⌀	Purple Coral Pea	prostrate/climber 3m	native evergreen flowering
Hemerocallis spp	Day Lily	500mm	exotic evergreen flowering
Liriope spicata	Turf Lily	300mm	exotic evergreen flowering
Lomandra longifolia	Mat Rush	700mm	native evergreen
Myoporum parvifolium	Myoporum	prostrate	native evergreen flowering
Ophiopogon japonicus	Mondo Grass	200mm	exotic evergreen
Themeda australia⌀	Kangaroo Grass	1.2m	native evergreen
Viola hederacea	Native Violet	prostrate	native evergreen flowering

ATTACHMENT B.

PROXY

Proxy Appointment Form

Community Land Management Act 1989

Date.....

I/We .....

the owners of lot ..... ……(**Lot**)

in Precinct Plan No ..... ……

appoint **any person with the title Director or Manager employed by Jessica Investments Pty. Limited (ACN 001 156 109)**

of c/- Suite 12, 33 Ryde Road, Pymble, NSW 2073

as my/our proxy for the purposes of meetings of the Precinct Association (including adjournments of meetings).

Period or number of meetings for which appointment of proxy has effect: the appointment has effect for whichever is the greater of 12 months or 2 consecutive annual general meetings.

This form authorises the proxy to vote on my/our behalf in connection with any resolution of the Precinct association and any resolution involving the community association regarding the matters listed in Attachment 1 to this proxy.

Signature of owner/s.....

Signature of proxy .....

Notes:

1. A proxy is not authorised to vote on a matter:

   (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or

   (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata/community managing agent, caretaker or on-site residential property manager.

2. This form is ineffective unless it is given to the secretary of the Precinct association at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.

3. This form will be revoked by a later proxy appointment form delivered to the secretary of the Precinct association in the manner described in the preceding paragraph.

ATTACHMENT 1

1. Matters referred to in clauses 34, 64, 65 and 67 of the contract for sale of land between Jessica Investments Pty. Limited and «Purchasers» dated ... (**Contract**).

2. Issues arising out of the management of:

   (a) the Community Scheme; and

   (b) the Precinct Scheme.

3. The creation of rules by:

   (a) the Community Association; and

   (b) the Precinct Association.

4. The application of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association

5. The variation of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association.

6. The appointment of a Representative.

7. Issues in connection with the entering into, ratification and operation of:

   (a) the Community Association's agreement with a facilities manager (if any); or

   (b) the Precinct Association's agreement with a facilities manager (if any).

8. Issues in connection with the registration of a precinct plan of subdivision in

respect of the Precinct Scheme or a document amending the Precinct Management Statement and the execution of such.

9. Issues in connection with converting a Community Development Lot to Community Property, including the lodgement of an instrument to achieve such conversion and the execution of such.

10. Issues in connection with building work being carried out in any lot in the Precinct Scheme.

11. The production of the certificate of title for the Precinct Property at the Office of the Land and Property Information at any time to enable registration of a precinct plan of subdivision, to effect the severance of a lot from the Precinct Scheme or to record registration of an instrument or other dealing.

12. The production of the certificate of title for the Community Property at the Office of the Land and Property Information at any time to enable registration of a community plan of subdivision, to effect the severance of a Community Development Lot from the Community Scheme or to record registration of a dealing or other instrument.

13. Obtaining approval by the Council of development of Community Development Lots.

14. Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in or on Community Property or Precinct Property by Jessica Investments Pty. Limited.

15. In this attachment, a word or expression has the meaning given to it by a definition in the Contract if it is:

    (a) defined in the Contract; and

    (b) used but not defined in this attachment.

ATTACHMENT C.

NOMINATION

Company Nominee Form

Community Land Management Act 1989

Date .....

..... Pty Limited
(ACN) (**Company**)
the owner of lot ..... in Precinct Plan .....nominates .....

.....

of .....

as the Company's nominee for the purposes of meetings of the precinct association (including adjournments of meetings).

This form authorises the Company's nominee to vote on behalf the Company on any item in connection with the matters set out in attachment 1 to this form.

EXECUTED BY the Company)
in accordance with section 127)
of the Corporations Act 2001)

……	……
Signature	Signature
Director	Director/Secretary
……	……
Name	Name

ATTACHMENT 1

1. Matters referred to in clauses 34, 64, 65 and 67 of the contract for sale of land between Jessica Investments Pty. Limited and the purchaser dated [ ] (**Contract**).

2. Issues arising out of the management of:

   (a) the Community Scheme; and

   (b) the Precinct Scheme.

3. The creation of rules by:

   (a) the Community Association; and

   (b) the Precinct Association.

4. The application of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association

5. The variation of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association.

6. The appointment of a Representative.

7. Issues in connection with the entering into, ratification and operation of:

   (a) the Community Association's agreement with a facilities manager (if any); or

   (b) the Precinct Association's agreement with a facilities manager (if any).

8. Issues in connection with the registration of a precinct plan of subdivision in respect of the Precinct Scheme or a document amending the Precinct Management Statement and the execution of such.

9. Issues in connection with converting a Community Development Lot to Community Property, including the lodgement of an instrument to achieve such conversion and the execution of such.

10. Issues in connection with building work being carried out in any lot in the Precinct Scheme.

11. The production of the certificate of title for the Precinct Property at the Office of Land and Property Information at any time to enable registration of a precinct plan of subdivision, to effect the severance of a Precinct Development Lot from the Precinct Scheme or to record registration of an instrument or other dealing.

12. The production of the certificate of title for the Community Property at the Office of Land and Property Information at any time to enable registration of a community plan of subdivision, to effect the severance of a Community Development Lot from the Community Scheme or to record registration of a dealing or other instrument.

13. Obtaining approval by the Council of development of Community Development lots.

14. Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in or on Community Property or Precinct Property by Jessica Investments Pty. Limited.

15. In this attachment, a word or expression has the meaning given to it by a definition in the Contract if it is:

    (a) defined in the Contract; and

    (b) used but not defined in this attachment.

ATTACHMENT E.

FURTHER PURCHASER'S DEED OF AGREEMENT

POWER OF ATTORNEY

PART 1 - GENERAL

THIS POWER OF ATTORNEY is made on

BY

of (**Principal**)

1. I appoint **any person with the title Director or Manager employed by Jessica Investments Pty. Limited (ACN 001 156 109)** to be my attorney/s. My attorney/s may exercise the authority conferred on my attorney/s by Part 2 of the *Powers of Attorney Act 2003* to do on my behalf anything I may lawfully authorise an attorney to do. My attorney's authority is subject to any additional details specified in Part 2 of this document.

2. This power of attorney operates immediately.

3. If I appoint more than one attorney, then I appoint them jointly and severally.

PART 2 – ADDITIONAL POWERS AND RESTRICTIONS

4. This power of attorney is subject to the following conditions and limitations:

   My attorney/s may only do the following:

   - Attend and vote on my behalf at any meeting of the Precinct Association D.P. 280064 (including adjournments of meetings) on any motion for a resolution in connection with any matter referred to in Attachment 1 to this power of attorney. The appointment has effect for whichever is the greater of 12 months or 2 consecutive annual general meetings.
   -

SIGNED SEALED AND DELIVERED by)
The said Principal)
)
In the presence of:)

……
Principal's signature

…… ……
Witness's name Witness's signature

……
Witness's address

ATTACHMENT 1

1. Matters referred to in clauses 34, 64, 65 and 67 of the contract for sale of land between Jessica Investments Pty. Limited and «Purchasers» dated ... (**Contract**).

2. Issues arising out of the management of:

   (a) the Community Scheme; and

   (b) the Precinct Scheme.

3. The creation of rules by:

   (a) the Community Association; and

   (b) the Precinct Association.

4. The application of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association.

5. The variation of:

   (a) the Community Management Statement; and

   (b) the Precinct Management Statement; and

   (c) rules created by:

      (i) the Community Association; and

      (ii) the Precinct Association.

6. The appointment of a Representative.

7. Issues in connection with the entering into, ratification and operation of:

   (a) the Community Association’s agreement with a facilities manager (if any); or

   (b) the Precinct Association's agreement with a facilities manager (if any).

8. Issues in connection with the registration of a precinct plan of subdivision in

respect of the Precinct Scheme or a document amending the Precinct Management Statement and the execution of such.

9. Issues in connection with converting a Community Development Lot to Community Property, including the lodgement of an instrument to achieve such conversion and the execution of such.

10. Issues in connection with building work being carried out in any lot in the Precinct Scheme.

11. The production of the certificate of title for the Precinct Property at the Office of the Land and Property Information at any time to enable registration of a precinct plan of subdivision, to effect the severance of a Precinct Development Lot from the Precinct Scheme or to record registration of an instrument or other dealing.

12. The production of the certificate of title for the Community Property at the Office of the Land and Property Information at any time to enable registration of a community plan of subdivision, to effect the severance of a Community Development Lot from the Community Scheme or to record registration of a dealing or other instrument.

13. Obtaining approval by the Council of development of Community Development Lots.

14. Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in or on Community Property or Precinct Property by Jessica Investments Pty. Limited.

15. In this attachment, a word or expression has the meaning given to it by a definition in the Contract if it is:

    (a) defined in the Contract; and

    (b) used but not defined in this attachment.

ATTACHMENT E.

FURTHER PURCHASER'S DEED OF AGREEMENT

[PRECEDENT FORM FOR FUTURE USE BY PURCHASER AND TO BE INCLUDED IN SALES CONTRACT WHEN PURCHASER SELLS THE PROPERTY]

.....

FURTHER PURCHASER'S DEED OF AGREEMENT

DATE:

PARTIES: «PURCHASERS»

JESSICA INVESTMENTS PTY. LIMITED (ACN 001 156 109) (**Vendor**)

.....
[insert name and address of successor in title to the original purchaser]
(**Further Purchaser**)

BACKGROUND:

A. The Vendor is the original vendor of the Property.

B. The Further Purchaser is, or is entitled to be, the registered proprietor of the Property.

C. The Vendor intends to continue to develop the Meadows.

D. The Further Purchaser agrees to comply with certain obligations about Designated Matters and Development Activities in connection with the Further Purchaser's ownership of the Property.

E. This deed sets out the obligations referred to in clause D above.

OPERATIVE PART:

1. Definitions and Interpretation

1.1 Definitions:

The following words have these meanings in this deed unless the contrary intention appears:

Designated Matters means the matters set out in attachment 1.

Development Activities means the matters identified as such in attachment 1.

Property means the property known as «LotFullAddressInlineAll» (address), comprised in certificate of title folio identifier (lot «LotNo»/DPxx).

Representative means a director or secretary or a person performing the functions of any of them or any other person appointed by a party to act as a representative of that party for the purpose of this deed.

Term means the period commencing on the date of this deed and ending on the earlier of:

(a) 15 years from the date of registration of the community plan for the Meadows; and

(b) the date when the Vendor no longer owns any lot in the Community Parcel at the Meadows.

1.2 Interpretation

(a) Words which begin with a capital letter and are not defined in this deed but are defined in the Community Management Statement have the same meaning in this deed as in the Community Management Statement.

(b) In this deed unless the contrary intention appears:

(i) a reference to this deed or another instrument includes any variation or replacement of any of them;

(ii) 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 occurring at any time before or after the date of this deed;

(iii) the singular includes the plural and vice versa;

(iv) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(v) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;

(vi) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(vii) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(viii) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(ix) heading and underlinings are inserted for convenience and do not affect the interpretation of this deed.

2. FURTHER PURCHASER'S OBLIGATIONS

2.1 What the Further Purchaser must not do

The Further Purchaser agrees that the Further Purchaser must not:

(a) do anything which would prevent the Further Purchaser exercising a vote in respect of the Property at a meeting of the Precinct Association;

(b) do anything, including make an application to or otherwise approach the Adjudicator (as defined in the Community Land Management Act 1989 (NSW)), the Council, the Community Association or the Precinct Association or commence any proceedings in a court which would delay, hinder or prevent the implementation of or giving effect to or which otherwise detrimentally affected the Designated Matters, the Development Activities or the Vendor's exercise of rights in relation to the Designated Matters or the Development Activities generally; or

(c) procure or request any person to do anything which may delay or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or the Development Activities or the Vendor's exercise of rights in relation to the Designated Matters and Development Activities generally.

2.2 What the Further Purchaser must do

The Further Purchaser agrees that the Further Purchaser must:

(a) use all reasonable endeavours to ensure any enrolled mortgagee or chargee of the Property complies with the obligations in clause 2.1 of this deed;

(b) if the Vendor serves notice requiring the Further Purchaser to do so, vote and use all reasonable endeavours to ensure that an enrolled mortgagee or chargee of the Property

votes in favour of any motion for a resolution of the Precinct Association to implement or give effect to or which otherwise beneficially affects any of the Designated Matters, the Development Activities or which is of assistance to the Vendor in the exercise of its rights in relation to the Designated Matters or the Development Activities generally;

(c) if the Vendor serves notice requiring the Further Purchaser to do so, vote and use all reasonable endeavour to ensure that an enrolled mortgagee or chargee of the Property votes against any motion for a resolution of the Precinct Association which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or the Development Activities or which is not of assistance to the Vendor in the exercise of rights in relation to the Designated Matters and Development Activities generally; and

(d) ensure that a transferee of the Property from the Further Purchaser enters into a deed with the Vendor on the same terms as this deed.

3. TERMINATION

3.1 Date of termination

This deed terminates on the earlier of:

(a) the end of the Term; and

(b) the day a transferee of the Property from the Further Purchaser enters into a deed with the Vendor on the same terms as this deed.

4. MISCELLANEOUS

4.1 Waiver and variation

A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

4.2 Assignment

(a) The Vendor may assign its rights under this deed to an entity who becomes the vendor of the Meadows.

(b) This deed is personal to the Further Purchaser and cannot be assigned by the Further Purchaser.

4.3 Jurisdiction and Service of Process

(a) This deed is governed by the law in force in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them. Each party waives any right it has to object to an action being brought in this courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

EXECUTED BY THE PARTIES AS A DEED

EXECUTED by the Vendor in accordance with section 127 of the Corporations Act ..... Signature Director/Secretary ..... Name	 ..... Signature Director/Secretary ..... Name

EXECUTED by the Purchaser in the presence of: …… Signature of witness …… Name of witness …… Address of witness …… Occupation of witness	 …… Signature of Purchaser

ATTACHMENT 1

All matters the Vendor believes relevant to its Development Activities in the Meadows, including but not limited to:

1. Matters referred to in clauses 34, 64, 65 and 67 of the contract for sale of land between Jessica Investments Pty. Limited and [ ] dated [ ] (**Contract**).

2. The creation, entering into, making, granting or dedication of:

   (a) easements, restrictions on use and positive covenants; and
   (b) leases, agreement and arrangements; and
   (c) rights and privileges; and
   (d) land

   by any Precinct Association, Neighbourhood Association, or Community Association for the Meadows or by the Vendor.

3. The variation or extinguishment of:

   (a) easements, restrictions on use or positive covenants; or
   (b) leases, agreement or arrangements; or
   (c) rights and privileges

   by any Precinct Association, Neighbourhood Association, or Community Association for the Meadows or by the Vendor.

4. As required by any energy Authority:

   (a) the construction within Community Property or Precinct Property of one or more electricity substations (**Substation Premises**); and
   (b) the grant to the energy Authority by any Precinct Association, Neighbourhood Association, or Community Association for the Meadows or by the Vendor of a lease of the Substation Premises; and
   (c) the grant to the energy Authority by any Precinct Association, Neighbourhood Association, or Community Association for the Meadows or by the Vendor of easements and other rights and privileges in connection with the Substation Premises.

5. The carrying out of the Development Activities. **Development Activities** means:

   (a) any form of remediation work and rehabilitation work on the Meadows; and
   (b) any form of demolition work, excavation work or landscaping work on the Meadows; and
   (c) any form of building work or work ancillary to or associated with building work on the Meadows including the installation of services; and
   (d) any form of work other than the forms of work referred to in paragraphs (b) and (c) above which is considered necessary or desirable by any Precinct Association, Neighbourhood Association, or Community Association for the Meadows or by the Vendor; and
   (e) the subdivision of land forming part of the Meadows; and
   (f) the conversion or the whole or a part of a Community Development Lot to Community Property and the whole or part of a Precinct Development Lot or a Neighbourhood Lot to Precinct Property or Neighbourhood Property; and
   (g) the excision of a Community Development Lot or Precinct Development Lot or Neighbourhood Lot from the Community Scheme; and
   (h) the dedication of land forming part of the Meadows; and
   (i) the construction, development, sale and management of any part of the Meadows for any purpose including, but not limited to, a retail centre, environmental lands and community-based not-for-profit activities.

6. Until the Vendor completes the sale of all land forming part of the Community Parcel, the Vendor and persons authorised by it may:

   (a) conduct selling and leasing activities in and about the Community Parcel; and
   (b) place and maintain in and about the Community Parcel (but not the Property):
      (i) signs in connection with those selling and leasing activities; and
      (ii) offices and other facilities for sales people.

7. Attaching structures and services to structures and services previously constructed or installed and to construct and install further services in or on the Community Parcel by the Vendor as a part of the development of the Community Parcel.

8. The registration of a later prescribed diagram showing new service lines in the manner provided for in section 36 of the Community Development Act.

9. The production of the certificate of title for the Community Property or Precinct Property or Neighbourhood Property at the Land and Property Information from time to time to enable registration of plans of subdivision or consolidation or to effect severance of a lot from the Community Parcel or to record registration of an instrument or other dealing.

10. The prescription of architectural and landscape standards for the Community Parcel or parts of it.

11. Issues arising out of the management of the Community Scheme, the Neighbourhood Scheme or any Precinct Scheme.

12. The creation of by-laws and rules by the Community Association, by the Neighbourhood Scheme or by any Precinct Association.

13. The application of the Community Management Statement, the Precinct Management Statement and rules created by the Community Association and by the Precinct Association.

14. The variation of the Community Management Statement, the Precinct Management Statement and the rules created by the Community Association and the Precinct Association.

15. Anything ancillary to or incidental to or arising out of the matters raised in points 1 – 14 of this schedule.

ATTACHMENT F.

REQUISITIONS

Form 650

COMMUNITY TITLE

From.....*Purchasers' Solicitor*

To.....*Vendors' Solicitor*

Date:.....

REQUISITIONS ON TITLE

2008 EDITION

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

RE:..... **Purchase From** .....

Property:.....

(In these Requisitions the terms, "Vendors" and "Purchasers" should be read as expressing the appropriate number and gender including neuter gender and "the Act" means the Community Land Management Act 1989 and "Clause" and "Clauses" refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

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

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

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

DISCLAIMER
Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsperson for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

Form 825 **TOWN LAND (TORRENS TITLE)**

From .....*Purchasers Solicitor*

To .....*Vendors Solicitor*

Date: .....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From .....

Property .....

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an exising tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, it neccessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

REQUISITIONS	RESPONSE
completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	
15. Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give details?	
16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	
17. Is there any pending litigation in respect of the property?	
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	
19. Is the Vendor aware of any restrictions on the use or development of the land?	
20. Survey should be satisfactory and certify (or report) that:- (a) the whole of the land sold will be available to the Purchasers on completion and (b) there is no encroachment by or upon the subject land and (c) the improvements sold are erected on the subject land.	
21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	
22. Has the Vendor or his mortgagee:- (a) a survey report? (b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	
23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	
24. Is the land affected by the:- (a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details. (b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details. (c) Threatened Species Conservation Act 1995? If so, please give full details. (d) Contaminated Land Management Act 1997? If so, please give full details. (e) Local Government Act 1993, Section 124? If so, please give full details. (f) Noxious Weeds Act 1993? If so, please give full details.	

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26 If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

REQUISITIONS	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requistions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requistions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlment or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been compiled with.	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
39. The Vendor must comply with Clause 4.2.	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

DISCLAIMER
Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsperson for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor

© 2008 Australian Law Stationers Pty Ltd, ACN 110 736 993 All rights reserved.

ATTACHMENT G.

FOREIGN RESIDENTIAL CAPITAL GAINS WITTHOLDING CLEARANCE CERTIFICATE

Australian Government
Australian Taxation Office

JESSICA INVESTMENTS PTY LTD
C/- AMY BEDWORTH
HOLDING REDLICH
LEVEL 65 MLC CENTRE 19 MARTIN PLACE
SYDNEY NSW 2000

Our reference: 7110983325230
Phone: 13 28 66

24 June 2019

Your foreign resident capital gains withholding clearance certificate

- Purchasers are not required to withhold and pay an amount
- Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410211731481
Vendor name	JESSICA INVESTMENTS PTY LTD
Previous Vendor name	
Vendor address	SUITE 12 RYDE ROAD PYMBLE NSW 2073
Clearance Certificate Period	24 June 2019 to 24 June 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Jeremy Hirschhorn
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.