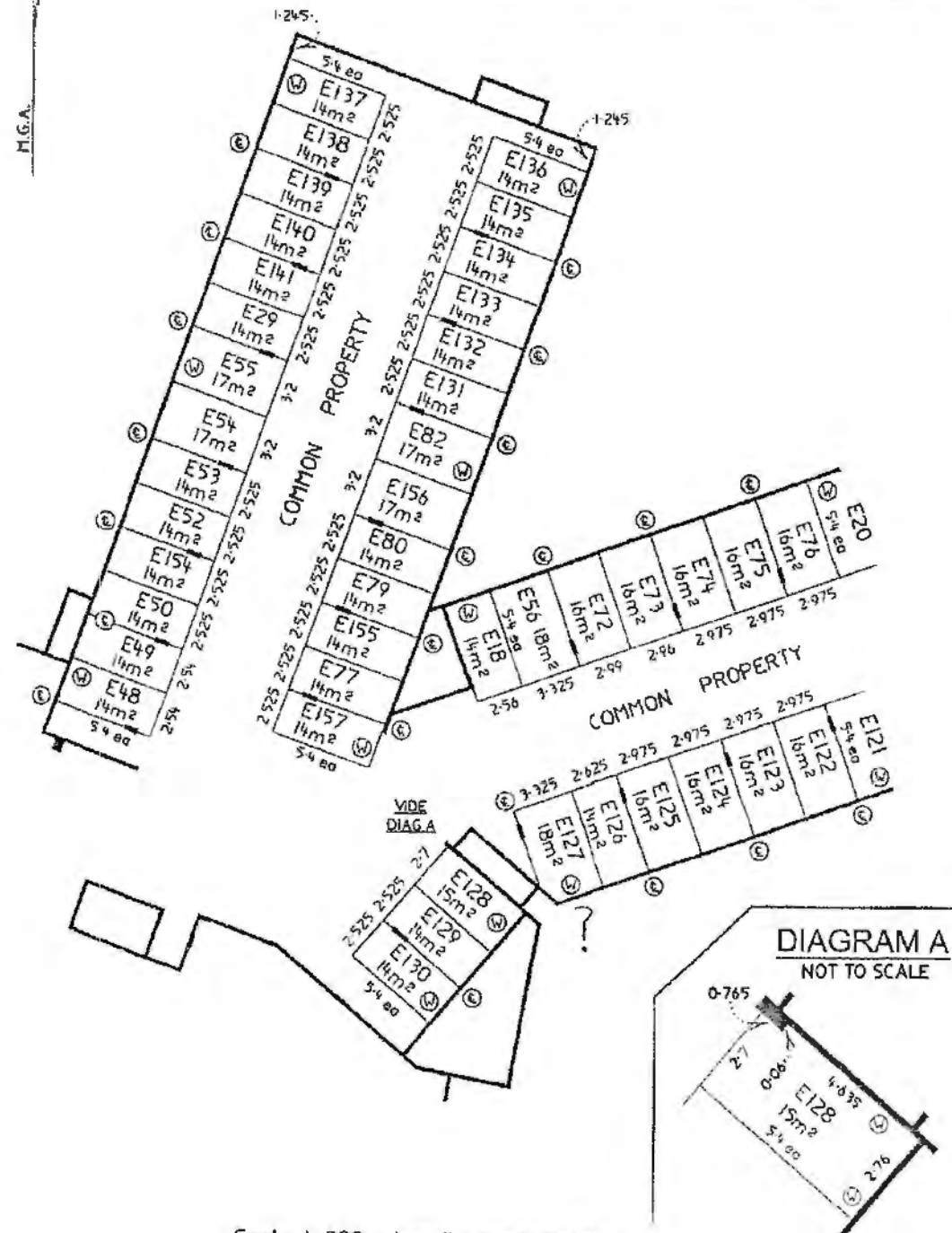


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Sheet 24 of 28 Sheets

⊙ DENOTES INSIDE FACE OF WALL
 ⊙ DENOTES CENTRELINE OF COLUMN



Scale 1: 300 - Lengths are in Metres.



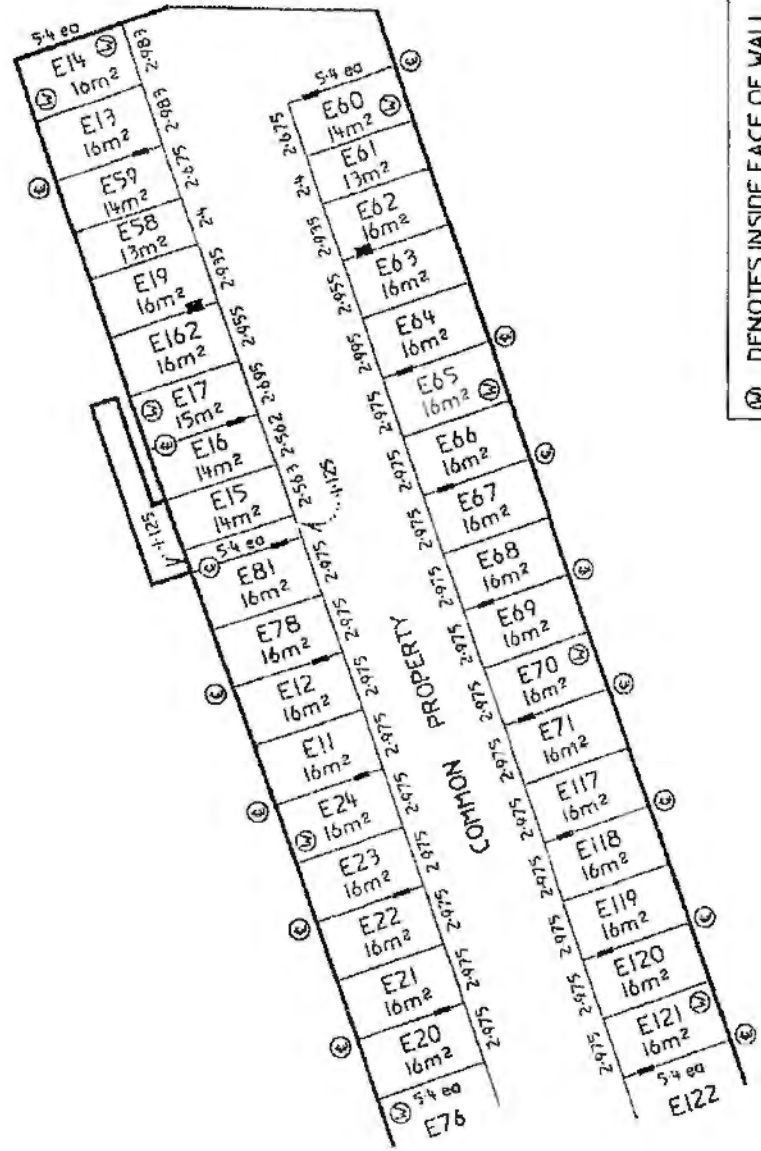
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Sheet 5 of 5 8145-54



⊙ DENOTES INSIDE FACE OF WALL
 ⊙ DENOTES CENTRELINE OF COLUMN



M.G.A.

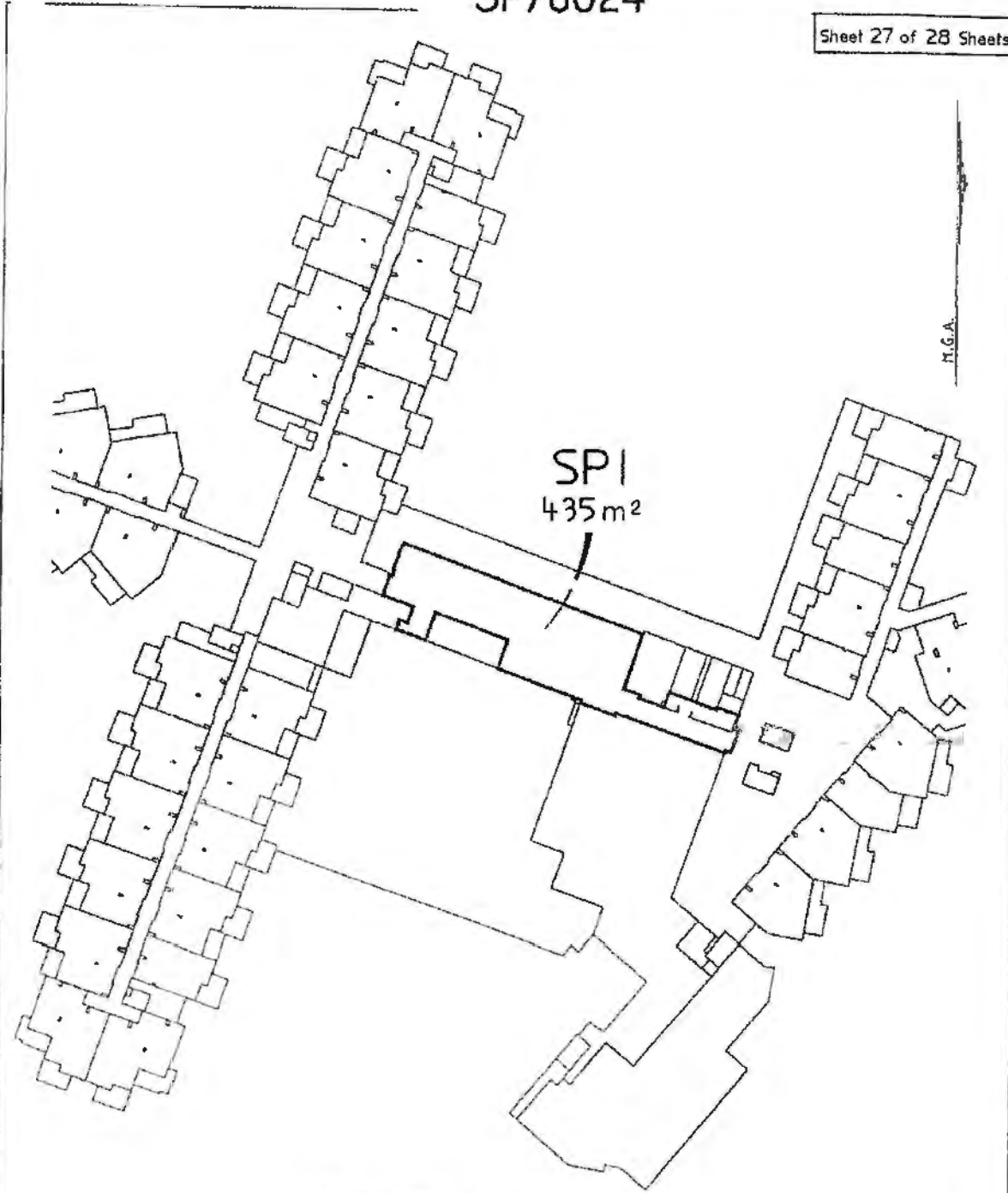
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PLAN "B"
Special Privilege Areas

SP76024

SP/6024

Sheet 27 of 28 Sheets



Scale 1:750 - Lengths are in Metres



I, Geoffrey James Thomson
 of MICHEL GROUP SERVICES PTY. LTD. a Surveyor
 Registered under the Surveyors Act, 2002 certify that
 the details shown on this sketch plan are correct.

G. Thomson
 Date: 25/10/2005.

DATE	25/10/2005
JOB NO	8145
AUTOCAD	8145-58B
GEOCOMP	
SURVEYED	
CHECKED	
QT	1
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:750

Title: Plan of Special Privilege Areas on Upper Ground
 Level in the Common Property in SP76024



MICHEL
 GROUP SERVICES
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REGISTERED QUEENSLAND NEW SOUTH WALES
 LAND ENGINEERING & GPS SURVEYING
 HYDROGRAPHIC SURVEYING
 TOWN PLANNING SERVICES

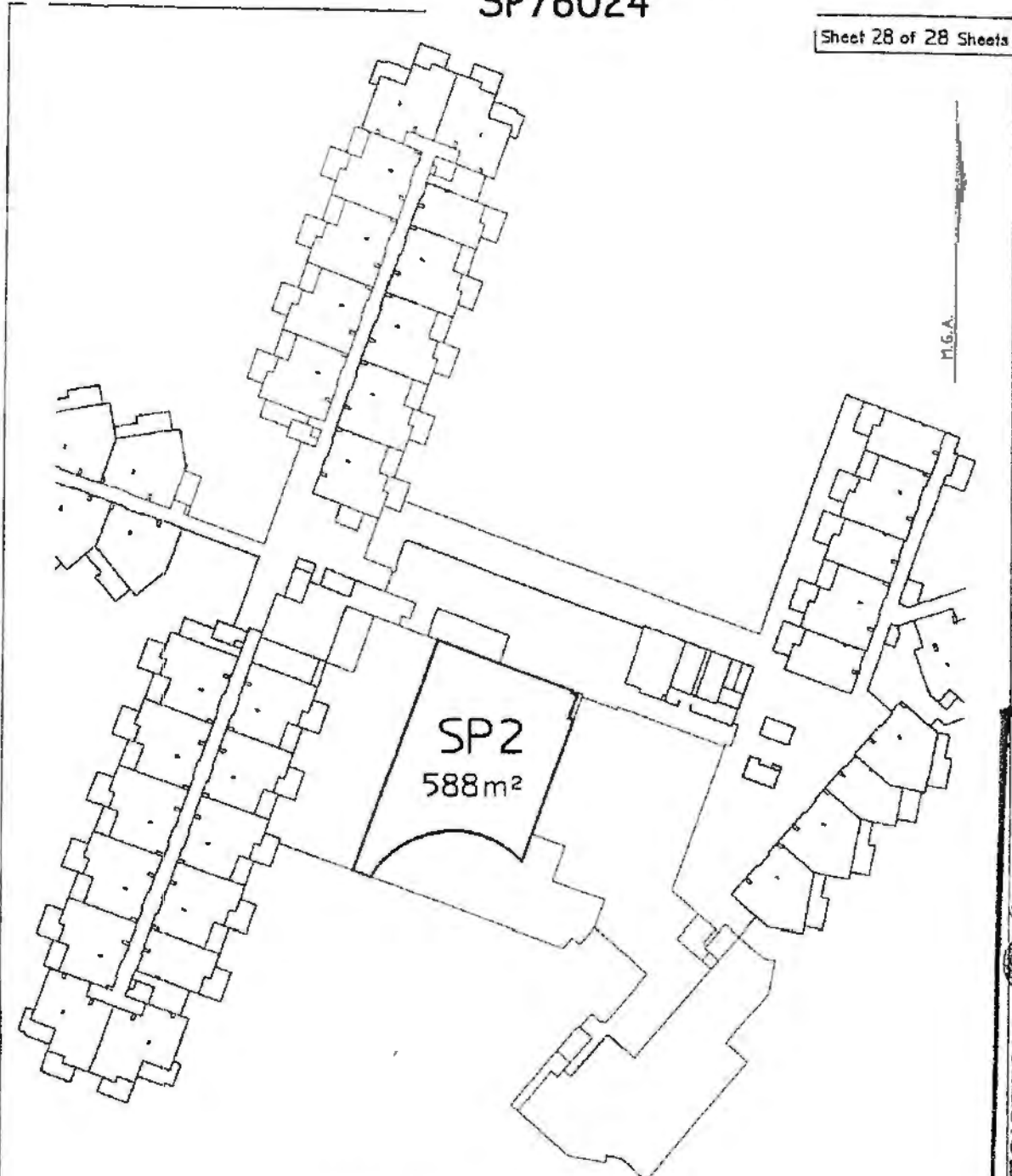
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G. M. G. S. 1/10

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Sheet 28 of 28 Sheets



Scale 1:750 - Lengths are in Metres

10 20 30 40 50 100 130m

REGISTERED 8.11.2005

I, Geoffrey James Thomson
 of MICHEL GROUP SERVICES PTY. LTD, a Surveyor
 Registered under the Surveyors Act, 2002 certify that
 the details shown on this sketch plan are correct.

G Thomson
 Date: 25/10/2005.

DATE	25/10/2005
JOB NO	8145
AUTOCAD	8145-60B
GEODUMP	
SURVEYED	
CHECKED	
BY	GT
PARISH OF	Cudgen
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GT 8.11.2005

Approved Form 28

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Management Statement

SP76024

MANAGEMENT STATEMENT

TERMS AND CONDITIONS NOT
CHECKED IN LPI

REGISTERED  28.11.2005

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PART 1

The Complex and the strata management statement

1. About The Complex

1.1 The Complex has three distinct components. The owner of each component is a Member of the Committee and must comply with this management statement.

1.2 The various components of the Complex are:

Component	Owner
Beachfront Apartments	Beachfront Apartments Owners Corporation
Beachside Apartments	Beachside Apartments Owners Corporation
Retail	Retail Owner (or Retail Owners Corporation if an Owners Corporation is established in the Retail)

1.3 If an Owners Corporation is established in respect of the Retail, then all references to the "Retail Owner" shall be read as references to the "Retail Owners Corporation".

2. Who must comply with this management statement?

2.1 This management statement has effect as an agreement under seal.

2.2 The following persons must comply with this management statement:

- (a) the Beachfront Apartments Owners Corporation;
- (b) the Beachside Apartments Owners Corporation
- (c) the Retail Owner;
- (d) an Owner of a Strata Lot in the Beachfront Apartments or the Beachside Apartments or the Retail;
- (e) an Occupier of a Strata Lot in the Beachfront Apartments or the Beachside Apartments or the Retail.

2.3 The by-laws for Members that are Owners Corporation have obligations with which the Owners Corporations and Owners and Occupiers of Strata Lots must comply (in addition to this management statement).

3. The management structure of the Complex

3.1 The members are:

- (a) the Beachfront Apartments Owners Corporation;
- (b) the Beachside Apartments Owner's Corporation;
- (c) the Retail Owner.

-
- 3.2 Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for the Member at meetings of the Committee.
 - 3.3 The Committee is responsible to operate and manage the Complex on behalf of the Members.

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PART 2 The Committee

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4. The Committee

4.1 The Members must:

- (a) establish the Committee within one month after this management statement is registered; and
- (b) always have a Committee.

4.2 The members of the Committee are:

- (a) the Beachfront Apartments Owners Corporation;
- (b) the Beachside Apartments Owners Corporation;
- (c) the Retail Owner.

4.3 A Member must appoint a Representative to represent and vote for the Member at meetings of the Committee.

4.4 A Member may appoint a Substitute Representative to represent and vote for the Member at meetings of the Committee if the Representative of the Member cannot attend a meeting.

4.5 A Member must notify the Committee when it appoints a Representative or Substitute Representative. The Member must provide the notification according to clause 22.

5. Functions of the Committee

5.1 In addition to their functions elsewhere in this management statement, the functions of the Committee are to:

- (a) make decisions about the matters in this management statement;
- (b) convene and hold meetings of the Committee according to this management statement;
- (c) determine, levy and recover contributions for the administrative fund and sinking fund and make payments from those funds;
- (d) operate, maintain, renew and replace Shared Facilities (subject to the clauses in part 8 of this management statement);
- (e) change or add to Shared Facilities;
- (f) fairly control use of Shared Facilities;
- (g) effect insurances according to the Act and this management statement;

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- (h) arrange for maintenance and other contracts so that insurances effected by the Committee and Members are not affected;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this management statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Caretaker;
- (l) establish, administer and monitor compliance with any Architectural Code; and
- (m) comply with this management statement and the Act.

5.2 Subject to this clause, the Committee has the power to:

- (a) enter into contracts or other arrangements with persons (e.g. the Caretaker) to assist the Committee perform its functions under this management statement; and
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions.

5.3 The Committee has the power to appoint persons (eg a Member or the Caretaker) to act as its agent to enter into contracts or other arrangements on its behalf.

6. Office Bearers of the Committee

6.1 The Committee must appoint as its office bearers a secretary, a treasurer and a chairperson.

6.2 An office bearer must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

6.3 The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of secretary, treasurer or chairperson.

6.4 An office bearer must perform their functions according to this management statement, the Act and the directions of the Committee.

6.5 The Committee must appoint its office bearers within one month after this management statement is registered.

6.6 The Committee:

- (a) may appoint new office bearers at any time; and
- (b) must immediately appoint a new officer if an existing office bearer vacates their position as an office bearer.

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- 6.7 An office bearer vacates their position as an officer if:
- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
 - (b) the Committee dismisses them from their position;
 - (c) the Committee appoints a new office bearer to fill their position; or
 - (d) the office bearer resigns in writing from their position. The office bearer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.
- 6.8 The functions of the secretary are to:
- (a) convene meetings of the Committee;
 - (b) prepare notices and agendas for meetings of the Committee;
 - (c) prepare and distribute minutes of meetings of the Committee;
 - (d) give notices for the Committee;
 - (e) answer communications sent to the Committee;
 - (f) perform administrative and secretarial functions for the Committee; and
 - (g) keep records (other than records which the treasurer must keep) for the Committee according to this management statement and the Act.
- 6.9 The functions of the treasurer are to:
- (a) send notices of sinking fund and administrative fund contributions to Members;
 - (b) collect contributions from Members;
 - (c) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
 - (d) keep accounting records for the Committee according to this management statement; and
 - (e) prepare financial statements and budgets according to this management statement.
- 6.10 The function of the chairperson is to preside at each meeting of the Committee at which the chairperson is present. If the chairperson does not attend a meeting, the Committee may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

7. Appointing a Strata Manager

- 7.1 The Committee has the power to appoint and enter into an agreement with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

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7.2 The Committee may:

- (a) appoint a Strata Manager to assist it to perform its duties under this management statement; and
- (b) subject to clause 7.4, delegate its functions and the functions of its officers to the Strata Manager.

7.3 The Strata Manager must have the licences required by law to be a strata managing agent.

7.4 The Committee may not delegate these functions to the Strata Manager:

- (a) functions which the Committee may delegate only by Unanimous Resolution;
- (b) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee; and
- (c) the function to determine and levy contributions on Members.

7.5 The agreement must reserve the power for the Committee and its officers to continue to exercise functions delegated to the Strata Manager under the agreement.

7.6 Appointment of the Strata Manager by the Committee must be an agreement in writing which sets out:

- (a) the Strata Manager's remuneration;
- (b) all other costs and disbursements the Committee shall be required to pay or reimburse to the Strata Management;
- (c) those functions which the Committee delegates to the Strata Manager;
- (d) other conditions of the Strata Manager's appointment; and
- (e) any other relevant matters.

8. Appointing a Caretaker

8.1 The Committee has the power to appoint and enter into an agreement with the Caretaker to provide management and operational services for the Complex.

8.2 The Caretaker may:

- (a) provide services for the Committee which must be paid for jointly by the Members (in shares determined by the Committee); and
- (b) provide services for individual Members which must be paid for (or reimbursed to the Committee) by those Members.



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- 8.3 Appointment of the Caretaker by the Committee must be an agreement in writing which sets out:
- (a) the rights of the Committee and the Caretaker to terminate the Agreement prior to the end of its term;
 - (b) the entitlement of the Caretaker to assign the agreement to another person;
 - (c) the Caretaker's remuneration;
 - (d) the duties the Caretaker is required to perform;
 - (e) the expenses for which the Caretaker shall be entitled to be reimbursed;
 - (f) other conditions of the Caretaker's appointment; and
 - (g) any other relevant matter.
- 8.4 The remuneration payable to the Caretaker pursuant to the agreement will be the amount which the Committee determines is appropriate having regard to the duties which the Caretaker is required to perform pursuant to the agreement.
- 8.5 The duties of the Caretaker may include:
- (a) caretaking, supervising and servicing Shared Facilities;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
 - (c) providing services to the Committee, Members, Owners and Occupiers;
 - (d) supervising employees and contractors of the Committee and Members;
 - (e) supervising Shared Facilities and the Complex generally; and
 - (f) doing anything else that the Committee agrees is necessary for the operation and management of Shared Facilities and the Complex.

9. Rights of the Committee to do work in an emergency

- 9.1 In an emergency, the Committee may do anything in the Complex that:
- (a) a Member, an Owner or an Occupier should have done under this management statement; and
 - (b) the Member, Owner or Occupier has not done or, in the opinion of the Committee, has not done properly.
- 9.2 To exercise its rights under this clause, the Committee may:
- (a) enter the affected part of the Complex and stay there for as long as necessary; and
 - (b) do what is required to remedy the emergency.

- 9.3 The Member, Owner or Occupier that has not done what it should have done under this management statement (or not done it properly) must pay the costs of the Committee for doing work under this clause.
- 9.4 When the Committee exercises its rights under this clause, it must not interfere unreasonably with the lawful use of the Complex by a Member, an Owner or an Occupier.
- 9.5 The Committee is not liable for damage arising out of exercising rights under this clause (except for damage it causes maliciously or negligently).
- 9.6 In this clause, references to the Committee include persons authorised by the Committee and service providers.

10. Insurance requirements for the Committee

- 10.1 The Committee must:
 - (a) insure the Complex under a damage policy according to the Act;
 - (b) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973* (Cth) (or another type of insurer approved by the Act);
 - (c) effect machinery breakdown insurance for Shared Facilities plant and equipment; and
 - (d) effect enough insurance cover to pay for increased costs during the period of insurance.
- 10.2 The Committee must have the Complex valued for insurance purposes in accordance with the Act.
- 10.3 The Committee must have the first valuation carried out within six months after this management statement is registered.
- 10.4 The Committee must insure the Complex for the sum determined by the valuation undertaken in accordance with clause 10.2 (or a higher sum if reasonably determined by the Committee).
- 10.5 The Committee may effect other types of insurance including, but not limited to:
 - (a) office bearers liability insurance;
 - (b) legal liability insurance for Shared Facilities (where appropriate);
 - (c) workers' compensation insurance for its employees or contractors; and
 - (d) other types of insurances which the Committee resolves to effect or are required to be taken out under the Act.
- 10.6 A Member, Owner or Occupier must have consent from the Committee to do anything that might:
 - (a) void or prejudice insurances effected by the Committee; or

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(b) increase an insurance premium paid by the Committee.

10.7 If a Member does anything to increase an insurance premium paid by the Committee, the Member must pay the amount by which the premium is increased. The Committee may add the amount to the administrative fund contributions paid by the Member.

10.8 If an Owner or Occupier does anything to increase an insurance premium paid by the Committee, the Owner or Occupier must pay the amount by which the premium is increased.

11. Keeping books and records

11.1 The Committee must keep all books and records relating to the operation, management and administration of the Complex and Shared Facilities according to this clause.

11.2 Records which the Committee must keep include, without limitation:

- (a) an up-to-date copy of this management statement;
- (b) an up-to-date copy of any Architectural Code;
- (c) its agreements with any Strata Manager or Caretaker;
- (d) notices and minutes of meetings of the Committee;
- (e) voting papers for meetings of the Committee;
- (f) financial statements;
- (g) budgets;
- (h) notices served on the Committee;
- (i) correspondence sent to and by the Committee;
- (j) insurance records; and
- (k) other records relating to the administration and operation by the Committee of the Complex.

11.3 The Committee must keep copies of its records for at least seven years from the date of the record.

11.4 A Member, Owner or Occupier may inspect the books and records of the Committee and an applicant may, at the cost of the applicant, take extracts from or copy the books and records of the Committee. The applicant cannot remove the books and records unless the Committee agrees.

12. Power of the Committee to act on behalf of Members

12.1 Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for the Member and take legal proceedings about:



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- (a) the failure of a Member to pay administrative fund or sinking fund contributions;
 - (b) the failure of a Member to comply with its obligations under the Act or this management statement; and
 - (c) the failure of an Owner or Occupier to comply with their obligations under the Act or this management statement.
- 12.2 Each Member appoints the Committee as its agent and attorney to enable the Committee (or a person appointed by the Committee) to take any action authorised by a resolution of the Committee made according to this management statement.
- 12.3 This clause does not prevent a member from taking legal proceedings in its own name.
- 12.4 The Committee (or a person appointed by the Committee) may recover from the defaulting Member or Owner the costs (including legal costs on a solicitor and own client basis) of taking legal proceedings against a Member or Owner under this clause 12 as a liquidated debt.

13. Rules

- 13.1 The Committee has the power to make rules about the security, control, management, operation, use and enjoyment of the Complex and, in particular, Shared Facilities.
- 13.2 The Committee may add to or change the rules at any time.
- 13.3 Members, Owners and Occupiers must comply with the rules.
- 13.4 If a rule is inconsistent with the management statement or the requirements of a Government Agency, the management statement or requirements of the Government Agency prevail to the extent of the inconsistency.

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PART 3

Rights and Obligations of Members, Owners and Occupiers

14. What are the obligations of Members?

14.1 In addition to their obligations elsewhere in this management statement, Members must:

- (a) promptly comply with their obligations under this management statement and the Act;
- (b) promptly pay their contributions for Shared Facilities and other amounts they owe the Committee under this management statement;
- (c) effect and maintain the insurances required by this management statement and the Act;
- (d) make sure the Committee is properly constituted;
- (e) comply with decisions of the Committee;
- (f) implement decisions of the Committee;
- (g) not interfere with services used by another Member or an Owner or Occupier;
- (h) comply with any Architectural Code; and
- (i) comply with Easements.

14.2 Each Member:

- (a) is liable for damages or loss caused to the other Members or a person who must comply with this management statement caused by the things the Member does or fails to do (including consequential damage or loss); and
- (b) releases the other Members from any costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

In this sub-clause, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

15. Additional obligations for Members that are Owners Corporations

15.1 Members which are Owners Corporations must allow the Representative or Substitute Representative of each Member to:

- (a) attend their general meetings and meetings of their executive committee; and

(b) address meetings in regard to matters affecting this management statement or that Member.

15.2 Members which are Owners Corporations must not make by-laws that are inconsistent with this management statement.

15.3 If there is any inconsistency between the by-laws for a Member which is an Owners Corporation and this management statement, the relevant Member must amend the inconsistent by-law to make it consistent with this management statement.

16. What are the obligations of Owners and Occupiers

In addition to their obligations elsewhere in this management statement, Owners and Occupiers must:

16.1 promptly comply with their obligations under this management statement and the Act;

16.2 promptly pay all amounts they owe the Committee under this management statement;

16.3 comply with decisions of the Committee;

16.4 implement decisions of the Committee;

16.5 not interfere with services used by another Member, Owner or Occupier;

16.6 comply with any Architectural Code; and

16.7 comply with Easements.

17. Access rights

17.1 When the Committee, Members, Owners or Occupiers exercise their rights to access parts of the Complex, they must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.

17.2 A Member must give other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in the Member's part of the Complex necessary to exit the Complex if there is an emergency.

17.3 A Member must give the Committee and the other Members, Owners and Occupiers access to use, maintain, repair and replace:

(a) Shared Facilities;

(b) service lines; and

(c) plant and equipment owned by the other Members, Owners or Occupiers

located in the Member's part of the Complex according to this management statement.

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17.4 An Owner or Occupier must give the Committee, Members and other Owners and Occupiers access to use, maintain, repair and replace:

- (a) Shared Facilities;
- (b) service lines; and
- (c) plant and equipment owned by the Committee, Member, Owner or Occupier located in the Owner's or Occupier's part of the Complex according to this management statement.

17.5 The Committee, Members, Owners and Occupiers must give reasonable notice:

- (a) to a Member before they require access to the Member's part of the Complex; and
- (b) to an Owner or Occupier before they require access to the Owner's or Occupier's part of the Complex.

17.6 Except in an emergency, the Committee, Members, Owners and Occupiers may gain access under this clause to parts of the Complex only:

- (a) during the hours determined by this management statement or reasonably agreed to by the relevant Member, Owner or Occupier; and
- (b) subject to this management statement, according to the reasonable requirements of the relevant Member, Owner or Occupier.

18. Details about Representatives

The Members must give each other:

- 18.1 their current address, telephone number and facsimile number;
- 18.2 the current name, address, telephone number and facsimile number of their Representative and Substitute Representative; and
- 18.3 for Members which are Owners Corporations, the current name, address, telephone number and facsimile number of the strata managing agent appointed by the Member.

19. Things done by a Representative

Anything done by a Representative or a Substitute Representative for the Member that appointed them has the same effect as if the Member did it.

Part 4 Meeting procedures and resolutions

20. Decisions of the Committee

The Committee may make decisions only according to this management statement and:

- 20.1 at a properly convened meeting of the Committee or in writing; and
- 20.2 by Unanimous Resolution of all Members.

21. Meetings of the Committee

21.1 The secretary of the Committee must convene a meeting of the Committee:

- (a) if the Committee decides to hold a meeting;
- (b) if all Members ask for a meeting. The secretary must convene the meeting within 14 days or sooner if there is an emergency;
- (c) if it is necessary to appoint a new officer of the Committee; or
- (d) at least every twelve months.

21.2 Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings as it thinks fit.

21.3 Owners and Occupiers may attend meetings of the Committee. However, they may address the meeting only if the Committee agrees.

22. Notices for Meetings

22.1 Subject to this clause, the secretary of the Committee must give each Member at least fourteen days notice of a meeting of the Committee. The notice must:

- (a) include the time, date and venue of the meeting; and
- (b) include the agenda for the meeting.

22.2 The secretary of the Committee may give less than fourteen days notice if there is an emergency and it is necessary for the Committee to meet immediately.

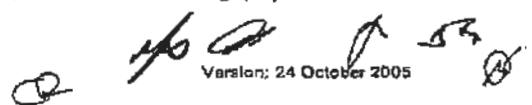
22.3 The agenda for a meeting of the Committee must include details of all business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting unless all Members agree.

23. Decisions made in writing

The Committee may vote on motions in writing if:

- 23.1 the secretary of the Committee has served the notice of the meeting according to clause 22;
- 23.2 the secretary of the Committee has given each Member a voting paper with the notice of the meeting; and

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23.3 the required Members or number of Members have approved the motion(s) in the agenda in writing (by completing their voting paper) and have returned their voting paper to the secretary before the meeting commences.

24. Minutes of meetings

The secretary of the Committee must distribute minutes of meetings of the Committee to each Member within seven days after the meeting.

25. Quorum Requirements

25.1 A quorum at a meeting of the Committee is the Representative or Substitute Representative of each Financial Member (or if not all Members are Financial Member, then those Members that are Financial Members).

25.2 If a quorum is not present within 30 minutes after a meeting of the Committee is due to commence, the Committee must adjourn the meeting to the time and place determined by the chairperson of the Committee.

25.3 The secretary of the Committee must give notice of an adjourned meeting to each Member at least one day before the adjourned meeting.

25.4 A quorum at an adjourned meeting of the Committee is the Representative(s) or Substitute Representative(s) present at the meeting within 15 minutes after the meeting is due to commence.

26. Voting rights of Members

26.1 Each Member has one vote on each matter to be decided by the Committee.

26.2 To exercise its voting rights, a Member must be a Financial Member immediately before the commencement of the meeting.

26.3 A Member which is not a Financial Member cannot vote at a meeting of the Committee. However, the Member may attend meetings and may address meetings.

26.4 A Representative or Substitute Representative for a Financial Member must vote at a meeting of the Committee according to any instructions by the Member that appointed them.

26.5 The executive committees of Members which are Owners Corporations may give instructions to the Representative or Substitute Representative of the Member.

26.6 The chairperson does not have a casting vote at a meeting of the Committee.

26.7 The Strata Manager does not have a vote at a meeting of the Committee unless the Strata Manager is a Representative or a Substitute Representative.

26.8 The Caretaker does not have a vote at a meeting of the Committee unless the Caretaker is a Representative or a Substitute Member.

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27. Issues Concerning Shared Facilities

If the Committee is to consider, deliberate or decide an issue with respect to or connected with the Shared Facilities then clauses 20 to 26 (inclusive), Clause 36 and Clause 37 are amended such that only the Affected Members are entitled to consider, deliberate and vote on matters with respect to or connected with the Shared Facilities and in clauses 20 to 26 (inclusive), clause 36 and clause 37;

- (a) each reference to "Member" or "Members" shall be "Affected Member" or "Affected Members" as the case may be; and
- (b) each reference to "Financial Member" or "Financial Members" shall be "Affected Financial Member" or "Affected Financial Members" as the case may be.

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Part 5 Financial management

28. What funds may the Committee establish?

28.1 The Committee may establish:

- (a) a sinking fund; and
- (b) an administrative fund.

28.2 The Committee must use the sinking fund to pay for the renewal and replacement of Shared Facilities.

28.3 The Committee must use the administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not sinking fund costs.

29. Preparing budgets

29.1 Subject to this management statement, the Committee may prepare a budget for each 12 month period showing:

- (a) how much money it will need during that period for its sinking fund and administrative fund; and
- (b) income that the Committee knows it will receive in that period.

29.2 The Committee must budget enough money to comply with its obligations under this management statement and the Act.

29.3 The Committee may extend or shorten a 12 month budget period.

30. Determining contributions

30.1 For each 12 month period, the Committee must levy Members the contributions it will need for its sinking fund and administrative fund. The amount of contributions must coincide with the budget prepared by the Committee under clause 29.

30.2 The Committee must determine contributions for each 12 month period at a meeting of the Committee. Before the meeting, the Committee must give each Member:

- (a) the budget prepared according to clause 29; and
- (b) the current audited financial statement prepared according to clause 29; and
- (c) the current financial statement prepared according to clause 31.

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30.3 The Committee must levy Members:

- (a) additional contributions to its sinking fund if it cannot pay its sinking fund debts for a 12 month contribution period;
- and
- (b) additional contributions to its administrative fund if it cannot pay its administrative fund debts for a 12 month contribution period.

30.4 The Committee must levy an additional contribution at a meeting of the Committee. Before the meeting, the Committee must give each Member a budget for the remainder of the 12 month contribution period which shows:

- (a) how much money the Committee will need for the remainder of the period for the fund for which the additional contribution will be levied; and
- (b) income that the Committee knows it will receive for that fund during the remainder of the period.

31. Preparing financial statements

Within two months after the end of each 12 month contribution period, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

32. Paying contributions

32.1 Subject to this clause, the Committee must, at least 20 business days before a contribution is due, give each Member a written notice showing for each of the sinking fund and the administrative fund:

- (a) the total contribution to be raised;
- (b) the portion of the contribution the Member must pay; and
- (c) the date the payment is due.

32.2 If the Committee has to raise funds in an emergency, it may give less than 20 business days notice of the contribution.

33. Banking money and interest on accounts

33.1 The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Members; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

33.2 The Committee may only withdraw money from its accounts to pay for things allowed by this management statement.



33.3 The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee.

34. Late payments and discount

34.1 A Member, an Owner and an Occupier must:

- (a) pay the Committee interest on any amount they owe the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

34.2 The Committee must calculate interest on daily balances at the rate provided for in Section 79 of the Act.

34.3 The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

34.4 Unless the Committee otherwise determines, a discount of 10% will apply to a contribution levied by the Committee on a Member if the contribution is paid by the Member before the date on which it becomes due and payable (as determined by the Committee).

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Part 6 Shared Facilities

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35. What are Shared Facilities?

35.1 Shared Facilities are:

- (a) services in the Complex that are used by two or more Members;
- (b) costs for items like the Caretaker and insurances; and
- (c) other things nominated in this management statement or by the Committee as Shared Facilities.

35.2 A detailed list of Shared Facilities is in schedule 1.

35.3 In addition to the Shared Facilities listed in schedule 1, Shared Facilities include:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Complex;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (d) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) the inspection of Shared Facilities (if applicable) by Government Agencies; and
- (g) the certification of Shared Facilities for the purposes of the law.

35.4 The Members must pay the costs for Shared Facilities according to schedule 1. The Committee must charge Members for using the Shared Facilities in accordance with Schedule 1.

35.5 Unless noted otherwise:

- (a) the Member who owns the stratum lot in which the identified Shared Facility is located is the owner of that Shared Facility item; and
- (b) the Member who owns a Shared Facility must pay the expenses of the Shared Facility and account to the Committee for reimbursement in accordance with Schedule 1.

35.6 If a Member's proportion of the costs of any Shared Facility is not paid in accordance with this management statement, that Member's right to use the Shared Facility is suspended until the costs have been paid.

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- 35.7 In addition to the costs in schedule 1, costs relating to Shared Facilities include costs for:
- (a) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
 - (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
 - (c) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
 - (d) the inspection of Shared Facilities (if applicable) by Government Agencies; and
 - (e) the certification of Shared Facilities for the purposes of the law.
- 35.8 If there is a dispute about a Member's proportion of the costs for Shared Facilities, the Member must pay according to schedule 1 until the dispute is resolved. After the Members resolve the dispute, the Member or the Committee must pay any adjustments.
- 35.9 Generally, the Committee must operate, maintain, repair and replace Shared Facilities. In some instances, however, a Member must operate, maintain, repair and replace particular Shared Facilities. This management statement clearly identifies when a Member is responsible for a Shared Facility.
- 35.10 Unless this management statement specifies which Members and other persons are entitled to use and enjoy Shared Facilities or any restrictions on using Shared Facilities, each Member, Owner and Occupier is entitled to use and enjoy each Shared Facility according to this management statement.
- 35.11 In relation to any Shared Facility that requires a co-ordinated response to comply with statutory requirements (eg reporting on compliance with fire safety laws) the Committee will co-ordinate the response and reporting requirements so that the Complex complies with all applicable laws and requirements.
- 36. Changing and adding to Shared Facilities**
- 36.1 The Committee may by Unanimous Resolution of all Members:
- (a) add Shared Facilities if it identifies new Shared Facilities;
 - (b) create new Shared Facilities;
 - (c) change Shared Facilities;
 - (d) change the use of Shared Facilities;
 - (e) modify or replace Shared Facilities; or
 - (f) extend Shared Facilities.
- 36.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

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37. Changing the costs for Shared Facilities

- 37.1 The Committee may by Unanimous Resolution of all Members change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 1 if:
- (a) the Committee resolves to deal with Shared Facilities under clause 36;
 - (b) it more fairly divides costs for Shared Facilities;
 - (c) the Complex changes;
 - (d) the Committee identifies new Shared Facilities;
 - (e) the use of Shared Facilities changes;
 - (f) Shared Facilities are repaired, modified or replaced; or
 - (g) anything else happens which affects the costs of Shared Facilities.
- 37.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

38. Using approved contractors

- 38.1 Many of the Shared Facilities in the Complex are highly technical and affect other components in the development. As a result:
- (a) Shared Facilities, building works and services must be maintained to a high standard; and
 - (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities.
- 38.2 The Committee must:
- (a) appoint and make sure that contractors approved by it are always available to maintain Shared Facilities and do structural building works; and
 - (b) give each Member a list of current approved contractors.
- 38.3 The Committee may make a decision to approve a contractor in its absolute discretion.

39. Damage to Shared Facilities

A Member, an Owner and an Occupier must:

- 39.1 use Shared Facilities only for their intended purposes;
- 39.2 immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- 39.3 compensate the Committee for any damage to Shared Facilities caused by them or persons doing work in the Complex on their behalf.

40. Security at the Complex

- 40.1 Security of the Complex is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates security issues and the use of security equipment (eg the provision of Security Keys).
- 40.2 The Committee may secure doors or gates in the Complex between the hours it determines are appropriate to preserve the security of the Complex and protect Members, Owners, Occupiers and their property.
- 40.3 The Committee may charge a Member, an Owner or an Occupier a fee or bond if they want an extra or a replacement Security Key.
- 40.4 Security Keys belong to the Committee.
- 40.5 A Member, Owner or Occupier must:
- (a) take all reasonable steps not to lose Security Keys;
 - (b) return Security Keys to the Committee if they do not need them; and
 - (c) notify the Committee immediately if they lose a Security Key.
- 40.6 A Member, Owner or Occupier must not:
- (a) copy a Security Key; or
 - (b) give Security Keys to someone who is not a Member, an Owner or an Occupier.

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Part 7 Miscellaneous

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41. How to resolve disputes

- 41.1 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, Members, an Owner or an Occupier.
- 41.2 The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this clause.
- 41.3 The parties must deal with disputes about this management statement according to this clause. This includes disputes about:
- (a) the Committee or an officer of the Committee failing to comply with the provisions about meetings of the Committee;
 - (b) the Architectural Code;
 - (c) using and paying for Shared Facilities; and
 - (d) decisions of the Committee.
- 41.4 A party may give another party a dispute notice. In the notice the party must:
- (a) describe what the dispute is about;
 - (b) identify the provisions of this management statement or the law that apply to the dispute;
 - (c) state the position of the party;
 - (d) set out the facts and other circumstances on which the party relies; and
 - (e) attach copies of correspondence and other documents mentioned in the dispute notice.
- 41.5 Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:
- (a) at 2.00 pm on the day which is 14 days after the dispute notice was given; and
 - (b) at the Complex or by telephone conference.
- 41.6 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:
- (a) refer the dispute to mediation; and
 - (b) appoint a mediator to mediate the dispute.

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- 41.7 If the parties cannot agree on the mediator within seven days after a party gives a mediation notice, a party may ask the President of the Law Society of New South Wales to appoint a mediator having regard to the nature of the dispute.
- 41.8 The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:
- (a) the mediation procedures they will adopt; and
 - (b) the timetable for the mediation procedures.
- 41.9 If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
- (a) refer the dispute to an independent expert for determination; and
 - (b) appoint an expert to determine the dispute.
- 41.10 If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the President of the Law Society of New South Wales to appoint an appropriate expert having regard to the nature of the dispute.
- 41.11 The parties must instruct the expert to:
- (a) act as an expert and not as an arbitrator;
 - (b) determine the rules for the conduct of the expert determination; and
 - (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- 41.12 The expert:
- (a) is not bound to observe the rules of natural justice or the rules of evidence;
 - (b) may obtain and refer to documents and information not provided by the parties; and
 - (c) must determine the dispute and give written reasons for the decision within one month of being appointed.
- 41.13 The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.
- 41.14 The parties to the dispute must:
- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
 - (b) pay their own costs in connection with the dispute.

42. Serving and receiving notices

- 42.1 A notice or communication given under this management statement must be in writing and must be:
- (a) delivered personally to the addressee;
 - (b) left at the current address of the addressee;
 - (c) sent by pre-paid ordinary post to the current address of the addressee; or
 - (d) sent to the current facsimile number of the addressee.
- 42.2 The current address and facsimile number of the Members, Representatives and Substitute Representatives are those supplied under clause 22.
- 42.3 A notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).
- 42.4 A post notice or communication is received on the third day after it was posted.
- 42.5 A facsimile is received:
- (a) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
 - (b) if the facsimile is sent after 5.00 pm, on the next business day; or
 - (c) if the facsimile is sent on a day which is not a business day, on the next business day.
- 42.6 Notices and other documents must be served on the Committee in accordance with clause 42.1. If the Committee appoints a Strata Manager under clause 7, the address and facsimile number of the Strata Manager shall be the address and facsimile number of the Committee, unless otherwise advised by the Committee. If the Committee has not appointed a Strata Manager then the Committee's address and facsimile number shall be as advised by the Committee from time to time.

43. Amendments to this Strata Management Statement

- 43.1 An amendment to this management statement may only be made in the manner provided for in Section 28U of the Strata Schemes (Freehold) Development Act 1973.

44. Fire-Rated Walls, Floors and Ceilings

- 44.1 Certain parts of the Complex (including the boundary walls between the Beachfront Apartments, Beachside Apartments and the Retail) contain fire-rated walls, floors and ceilings.
- 44.2 No Member, Owner and/or Occupier shall make any penetration to a fire-rated wall, floors or ceiling without the consent of the Committee.
- 44.3 If the Committee gives its consent to any penetration of a fire-rated wall, floors or ceiling in accordance with this clause, any work must be carried out in accordance with any conditions of the Committee and all relevant laws, codes, by-laws and statutory requirements.

Part 8 Interpretation

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45. Meaning of words

In this management statement unless the contrary intention appears:

Act is the *Strata Schemes Management Act 1996* (NSW).

Affected Member is a Member who has a right pursuant to this strata management statement to use a particular Shared Facility (as identified in column 5 of Schedule 1) that the Committee is to consider, deliberate or decide an issue with respect to (for example: for Item 1 in Schedule 1, the Affected Members are the Beachside Apartments Owners Corporation and the Beachfront Apartments Owners Corporation).

Architectural Code is the architectural code adopted by the Committee.

Beachfront Apartments is the strata scheme created on subdivision by strata plan of lot 802 in DP 1090130.

Beachfront Apartments Owners Corporation is the Owners Corporation constituted on registration of the strata plan for the Beachfront Apartments.

Beachside Apartments is the strata scheme created on subdivision by strata plan of lot 801 in DP 1090130.

Beachside Apartments Owners Corporation is the Owners Corporation constituted on registration of the strata plan for the Beachside Apartments.

Caretaker is the person appointed by the Committee under clause 8.

Complex is the land and buildings in lot 172 in DP 1075495.

business day is a day on which banks in New South Wales are open for business.

Committee is the building management committee established and maintained under clause 4 and required by the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Common Property is:

- (a) for the Beachfront Apartments, common property in the Beachfront Apartments and the personal property of the Beachfront Apartments Owners Corporation;
- (b) for the Beachside Apartments, common property in the Beachside Apartments and the personal property of the Beachside Apartments Owners Corporation;
- (c) for the Retail, common property in the Retail and the personal property of the Retail Owner; and

Easements are the easements registered under the Conveyancing Act 1919 (NSW) benefiting and burdening the Beachfront Apartments, Beachside Apartments and Retail.

Financial Member or Affected Financial Member (as the case may be) is a Member or Affected Member (as the case may be) who is an Affected Member and who has paid the Committee:

- (a) all of their sinking fund and administrative fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement up to date.

Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Lot is a Strata Lot and a Stratum Lot.

Members are:

- (a) the Beachfront Apartments Owners Corporation;
- (b) the Beachside Apartments Owners Corporation; and
- (c) the Retail Owner.

Occupier is:

- (a) the occupier or lessee of a Strata Lot; and
- (b) the occupier or lessee of a Stratum Lot (or part of a Stratum Lot).

Owner is:

- (a) the owner of a Strata Lot or Stratum Lot; and
- (b) the mortgagee in possession of a Strata Lot or Stratum Lot.

Owners Corporation is an owners corporation constituted under the Act.

Pipes has the same meaning as in clause 1 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973.

Representative is a natural person appointed by a Member. A Member that is an Owners Corporation must appoint its Representative by a special resolution according to the Act.

Retail is the Strata Scheme created on subdivision by strata plan of Lot 803 on DP 1090130

Retail Owner is the owner of the Retail.

Retail Owners Corporation is the Owners Corporation constituted on registration of the strata plan for the Retail.

Security Key is a key, magnetic card or other device or information used in the Complex to open and close doors, gates or locks or to operate alarms, security systems or communication.

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Service means a service as defined in Section 8AB of the Strata Schemes (Freehold) Development Act 1973.

Shared Facilities are the services, facilities, machinery and equipment that two or more Members are entitled to use. They include, but are not limited to, the items listed in schedule 1.

Strata Lot is a lot in the Beachfront Apartments or the Beachside Apartments or, if the Retail has been strata titled, the Retail.

Strata Manager is the strata managing agent appointed by the Committee under clause 7 to manage the Complex and perform functions for the Committee.

Stratum Lot is a lot in the Complex that has not been subdivided by a strata plan.

Substitute Representative is a natural person appointed by a Member by a special resolution according to the Act. A substitute Representative may represent and vote for the Member at meetings of the Committee if the Member's Representative cannot attend a meeting.

Unanimous Resolution is a motion passed at a duly convened meeting of the Committee for which no Member casts a vote against.

Utility Infrastructure means plant, equipment, Pipes or other apparatus connected with the operation of a Service.

46. Interpretation

46.1 In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

46.2 A consent under this management statement must be given in writing by the relevant party.

46.3 The singular includes the plural and vice versa.

46.4 Headings do not affect the interpretation of this management statement.

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

48.6 The rights, powers and remedies in this management statement are in addition to those provided by law.

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SCHEDULE 1

List of Shared Facilities and Division of Costs of Shared Facilities

The Permitted Users described in column 5 represents the Member permitted to use each Shared Facility. The percentages in columns 6, 7 and 8 represent the total cost for each Shared Facility that each Member must pay.

No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
1.	Swimming Facilities	Lagoon pools and associated facilities located on the common property of the Beachside Apartments	The area marked (A) on the plan shown in Annexure "B"	Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	75%	Nil
2.	Access Ways	Hallways, doors, stairs and other access ways located on the common property of the Beachside Apartments	The area marked (B) on the plan shown in Annexure "B".	Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	75%	Nil

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
3.	Column 2 Driveway, Port Cochere	Column 3 Entry driveway, port cochiere and underground driveway located on the common property of the Beachside Apartments	Column 4 The area marked (C) on the plan shown in Annexure "B".	Column 5 Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation, Retail Owner	Column 6 25%	Column 7 50%	Column 8 25%
4.	Access Ways	Hallways, doors, stairs and other access ways located on the common property of the Beachside Apartments	The area marked (D) on the plan shown in Annexure "A & B".	Retail Owner Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	50%	25%
5.	Lift	Lift located on the common property of the Beachside Apartments	The area marked (E) on the plan shown in Annexure "A & B".	Retail Owner, Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	50%	25%

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
6.	Column 2 Service Area and Goods Lift	Column 3 Service area and goods lift located on the common property of the Beachside Apartments	Column 4 The area marked (F) on the plan shown in Annexure "A & B".	Column 5 Retail Owner, Beachside Apartments Owners Corporation	Column 6 Nil	Column 7 50%	Column 8 50%
7.	Garbage Area	Garbage receptacle area located on the common property of the Beachside Apartments	The area marked (G) on the plan shown in Annexure "A"	Retail Owner, Beachfront Owners Corporation, Beachside Apartments Owners Corporation	25%	50%	25%
8.	Reception and Lounge Areas	The reception and lounge areas located on the common property of the Beachside Apartments.	The area marked (H) on the plan shown in Annexure "B".	Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation, Retail Owner	25%	50%	25%
9.	Carparking Area	The carparking area located on the common property of the Beachside Apartments	The area marked (I) on the plan shown in Annexure "A"	Retail Owner, Beachside Apartments Owners Corporation.	Nil	75%	25%

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
10	Column 2 Carpark Driveway	Column 3 The driveway through the car park located on the common property of the Beachside Apartments.	Column 4 The area marked (J) on the plan shown in Annexure "A"	Column 5 Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation.	Column 6 25%	Column 7 75%	Column 8 Nil
11	Carpark Driveway	The driveway through the car park located on the common property of the Beachside Apartments.	The area marked (k) on the plan shown in Annexure "A"	Retail Owner, Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation.	25%	50%	25%
12	Driveway	Entry driveway, port cochere and underground driveway located on the Retail.	The area marked (L) on the plan shown in Annexure "B"	Retail Owner, Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation.	25%	50%	25%

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
13	Column 2 Driveway, Port Cochere	Column 3 Entry driveway, port cochere and underground driveway located on the common property of the Beachside Apartments	Column 4 The area marked (M) on the plan shown in Annexure "B".	Column 5 Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation, Retail Owner	Column 6 25%	Column 7 50%	Column 8 25%
14	Access Ways	Pathway located on the common property of the Beachside Apartments	The area marked (N) on the plan shown in Annexure "B".	Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	75%	Nil
15	Strata Manager	Functions in accordance with clause 7 of this management statement.	Not applicable	Retail Owner, Beachfront Apartments Owners Corporation and Beachside Apartments Owners Corporation.	20%	75%	5%

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
16	Column 2 Caretaker	Column 3 Functions in accordance with clause 8 of this management statement.	Column 4 Not applicable	Column 5 Retail Owner, Beachfront Apartments Owners Corporation and Beachside Apartments Owners Corporation.	Column 6 20%	Column 7 75%	Column 8 5%
17	Fire Alarm Board	Fire alarm board monitoring and warning system.	Located in the Beachside Apartments	Retail Owner, Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation.	20%	75%	5%
18	Fire Services (other than Fire Alarm Board and monitoring system)	Fire sprinkler system, fire hydrants, emergency lighting and exit signage.	Throughout the Complex	Retail Owner, Beachside Apartments Owners Corporation.	Nil	90%	10%

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
19	Column 2 Electrical Distribution Main Switchboard and Distribution System	Column 3 Electricity mains, electricity boards, electricity users and associated equipment provided before the meters.	Column 4 Located in the Retail and the Beachside Apartments	Column 5 Retail Owner, Beachside Apartments Owners Corporation.	Column 6 Nil	Column 7 90%	Column 8 10%

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EXECUTION PAGE

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Signed by SOUTH KINGSCLIFF DEVELOPMENTS PTY LTD ACN 098 968 266 by its duly appointed Attorney JAMIE TREVOR BOLIC under Registered Power of Attorney Book 4430 No 878 who certifies that he has received no notice of revocation of such Power of Attorney:

Jamie Trevor Bolic
.....
Attorney

[Signature]
.....
Witness

MATHEW CRAIG WILLIAMS
.....
Witness - Print Name

3A-36 GUENYPERIE DR. RODINA QLD 4926
.....
Witness - Address

Executed by Capital Finance Australia Limited ACN 069 063 136 by its duly appointed attorneys

GREGORY DAVID RAMOAY

G. Ramoay
.....
Attorney

and ANDREW FRANCIS OWES
under Power of Attorney Number

[Signature]
.....
Attorney

BOOK 4288 NO 968
who certify they have no notice of revocation of the said power of attorney in the presence of:

[Signature]
.....
Witness

DAVID FRANKLIN GIBSON CODE 94489
.....
Print Name
1/11 127 CREEK ST, BRISBANE QLD 4000
.....
Address

SIGNED in my presence for and on behalf of Perpetual Nominees Limited ACN 000 733 700 as custodian for MFS Investment Management Limited ACN 101 634 146 by its Attorneys

[Signature]
.....
ASSISTANT MANAGER
Signature of Attorney

[Signature]
.....
Assistant Manager
Signature of Attorney

Yvonne Sartzakle
.....
Carmel Rose
.....

[Signature]
.....
Signature of Witness

who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12 March 2002 (Registration No. 4342/443) and that he/she has no notice of the revocation of his/her powers.

Christopher Ringland
.....
Full name of Witness

TERMS AND CONDITIONS NOT CHECKED IN LPI



[Handwritten initials]
Version: 24 October 2005

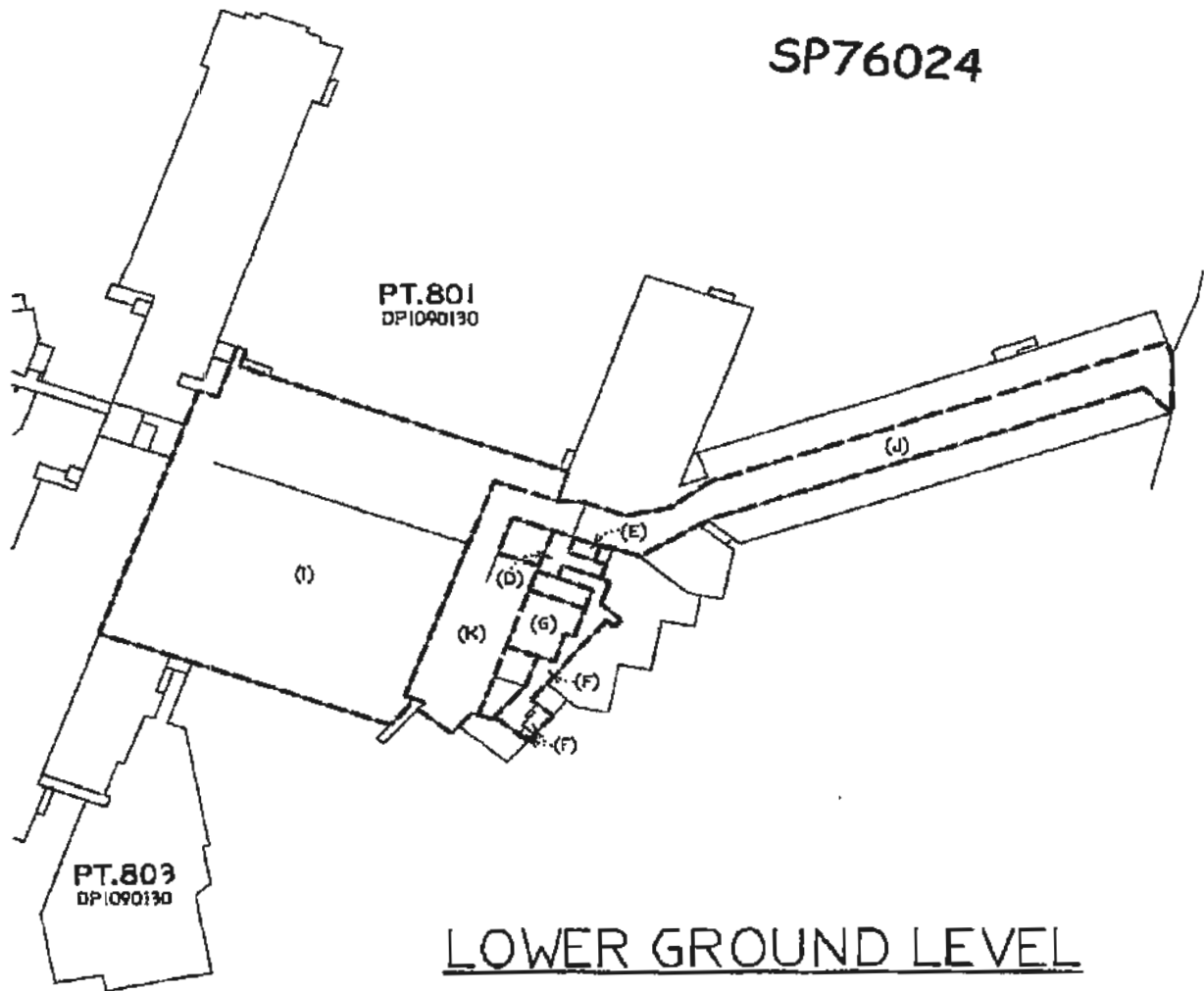
ANNEXURE "A"

Shared Facilities Plan

SP76024

SHARED SERVICES PLAN OF LOTS 801, 802 & 803 IN DP1090130

SP76024



MICHEL
GROUP SERVICES

LAND, ENGINEERING & GPS SURVEYING
HYDROGRAPHIC SURVEYING
TOWN PLANNING SERVICES



Scale 1:1000

Date: 25th October 2005

Plan No: 8145-52A

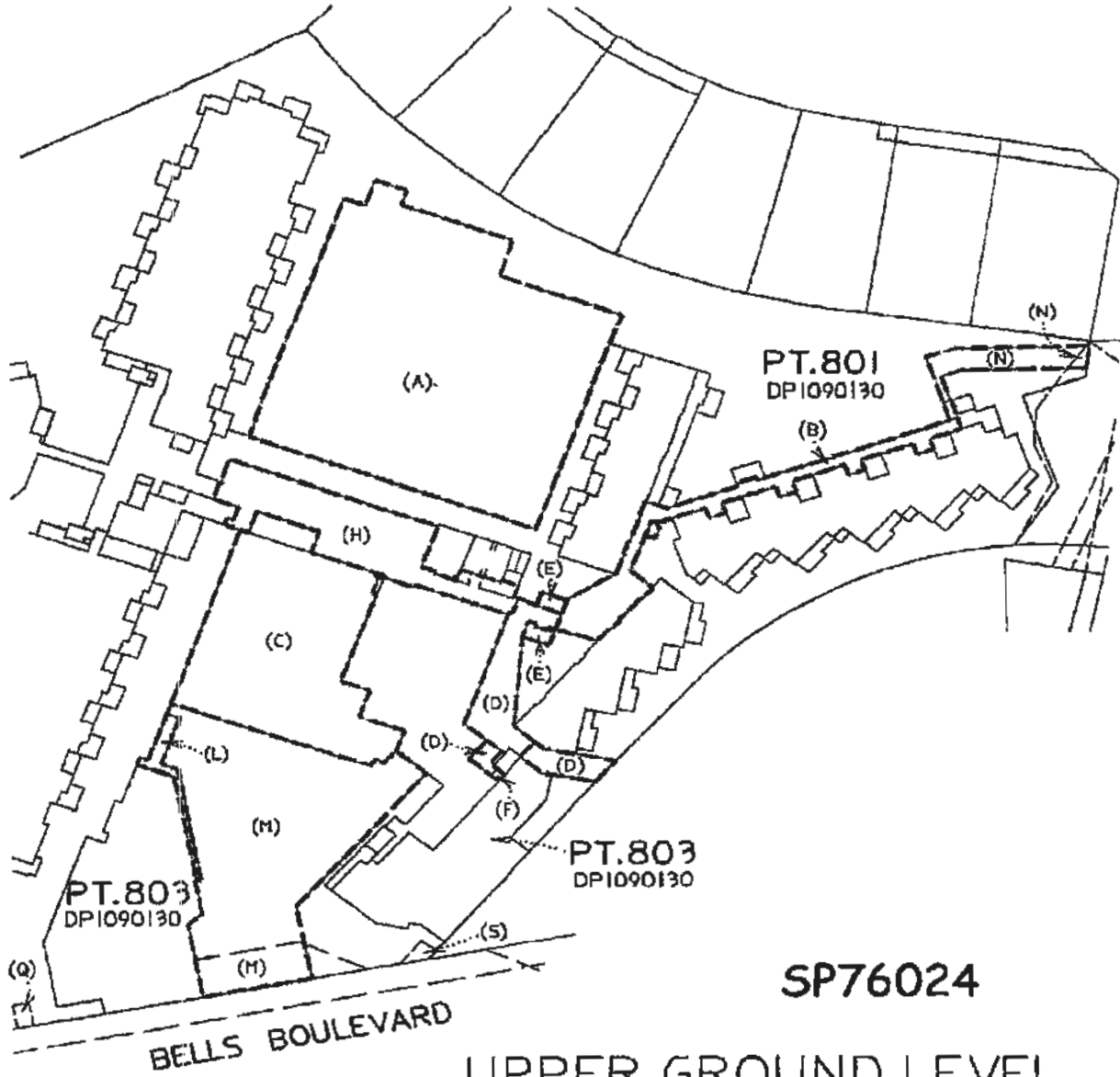
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ANNEXURE "B"

Shared Facilities Plan

SP76024

SHARED SERVICES PLAN OF LOTS 801, 802 & 803 IN DP1090130



SP76024

UPPER GROUND LEVEL



MICHEL
GROUP SERVICES

LAND, ENGINEERING & GPS SURVEYING
HYDROGRAPHIC SURVEYING
TOWN PLANNING SERVICES



REGISTERED



28.11.2005

Scale 1:1000

Date: 25th October 2005

Plan No: 8145-53B

8/10/05 JM

Lodger Details

Lodger Code 503762
Name KEMPS PETERSONS LEGAL PTY LTD
Address PO BOX K372
HAYMARKET 1240
Lodger Box 1W
Email KAVITA.PRASAD@KPLG.COM.AU
Reference 191897 - TWE -

Land Registry Document Identification

AR61867

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP76023	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP76023
Other legal entity

Meeting Date

20/11/2020

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 1

Repealed by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

SIGNING FOR APPLICANT PARTY

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76023

Signer Name MICHELLE MONICA KUMAR

Signer Organisation KEMPS PETERSONS LEGAL PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 19/05/2021

STRATA PLAN 76023

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1. - Vehicles.

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Executive Committee.

2. - Private roads and other common property.

The private roadways, pathways, drives and other Common Property and any easement giving access to the Parcel shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;

2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. - Visitors' car park.

3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

4. - Obstruction.

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. - Damage to lawns etc on common property.

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. - Damage to common property.

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Owner's Corporation assets except with the consent in writing of the Executive Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Executive Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Executive Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. - Use of recreation facilities.

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;

7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;

7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;

7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;

7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Executive Committee;

7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.

7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Caretaker.

8. - Rules re recreation facilities.

The Executive Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these By-Laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

9. - Maintenance of recreation facilities.

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

10. - Instructions to contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Executive Committee unless authorised by the Owner's Corporation, the Executive Committee or the Caretaker.

11. - Depositing rubbish etc on common property.

An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.

12. - Garbage disposal.

An owner or occupier of a lot shall:

12.1 save where the Executive Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Executive Committee, in clean and dry condition and adequately covered, a receptacle for garbage;

12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;

12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and

12.4 use the recycle bins or receptacles (if any) that may be provided by the Owner's Corporation and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

13. - Appearance of buildings and signs.

13.1 Subject to By Law 30 and By Law 48 an owner or occupier of a lot shall not, except with the consent in writing of the Executive Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or common property in such a way as to be visible from inside or outside of the Parcel. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Executive Committee where facilities are supplied for such needs;

13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Executive Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

14. - Inflammable liquids, gases or other materials.

14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force;

14.2 An owner of a lot shall not, except with the consent in writing of the Executive Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. - Keeping of animals.

Subject to section 49(4) of the Act, the owner of a lot shall not, without the approval in writing of the Executive Committee, keep any animal upon the lot or the Common Property.

16. - Auction sales.

Subject to By Law 30 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Parcel without the prior approval in writing of the Executive Committee.

17. - Right of entry.

17.1 An owner or occupier, upon receiving reasonable notice from the Executive Committee, shall allow the Owner's Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other utilities, system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Regulation.

17.2 If in the reasonable opinion of the Executive Committee or the Caretaker (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Executive Committee or Caretaker (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Regulation.

18. - Noise.

18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.

18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

18.3 In respect of the residential areas of the Parcel, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.

18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.

18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

19. - Infectious diseases.

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Executive Committee and shall pay to the Owner's Corporation the expenses incurred by the Owner's Corporation of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. - Fences, pergolas, screens, external blinds or awnings.

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this By-Law may be forthwith removed with or without notice by the Owner's Corporation, the Caretaker and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the Original Owner.

21. - Structural alterations to the interior of lots.

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Executive Committee. The Executive Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Executive Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Owner's Corporation all costs and expenses incurred by the Owner's Corporation in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Executive Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the Original Owner.

22. - Fire control

(a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;

(b) The Owner's Corporation or an owner or occupier of a lot must, in respect of the Parcel or the lot, as appropriate:

(i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the lot;

(ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the lot is to the satisfaction of all relevant authorities; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the lot including allowing appropriate Authorities to inspect and/or test the fire prevention equipment.

23. - Maintenance responsibility of alterations to common property.

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Executive Committee or the Owner's Corporation (as appropriate). be repaired and maintained by the owner for the time being of such lot.

24. - Curtains, venetian blinds shutters and window tinting ("window coverings").

An owner shall not instal Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Executive Committee of the Owner's Corporation. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Executive Committee. In giving such approvals, the Executive Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Parcel, provided however that, where a lot may lawfully be used for commercial purposes, the Executive Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Executive Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

25. - Maintenance of common property and the lots.

25.1 The Owner's Corporation shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Owner's Corporation assets.

25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Owner's Corporation pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.

25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Executive Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Executive Committee adequately maintain the lot within the time stipulated in the notice, the Executive Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.

25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Executive Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Executive Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Owner's Corporation insurance.

25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

26. - Taps.

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. - Water closets.

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

28. - Behaviour of invitees.

28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.

28.2 The owner or occupier of a lot shall be liable to compensate the Owner's Corporation in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws.

28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier;

28.5 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Owner's Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

29. - Notice of defect.

An owner or occupier of a lot shall give the Executive Committee and/or the Caretaker prompt notice of any accident to or defect in the water pipes, gas pipes, electric or other utility installations or fixtures which comes to his knowledge and the Executive Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

30. - Display unit.

30.1 While the Original Owner remains an owner, lessee or licensee of any lot in the Strata Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Strata Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the lot or lots and may conduct an auction sale from such lot.

30.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or materials shall not be more than is reasonably necessary and the quality and content of such material must be tasteful and of a high quality.

30.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1 full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day. During those times, the Owner's Corporation shall ensure that all security doors and gates which restrict access to the Strata Scheme or other parts of the common property, shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

31. - Use of lots.

31.1 Subject to By-Law 31.2 and By-Law 31.5, all lots shall only be used for tourist resort accommodation purposes.

31.2 Lot 42 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-Laws as the management and letting services).

31.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.

31.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.

31.5 Any lot nominated by the Original Owner from time to time may be used for commercial purposes.

32. - Functions of owner's corporation

Without derogating from any powers, duties and functions conferred or imposed on it by the Act or these By-Laws, the Owner's Corporation has the function to:

(a) provide, for the benefit of owners and occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property;

(b) for the benefit of owners and occupiers authorise a person or entity to offer services to lot owners, on a voluntary basis, including a letting service;

(c) for the benefit of owners and occupiers, provide or contribute to the costs of providing surf lifesaving services to any pool on the Parcel and/or the beach adjoining or near the Parcel and for that purpose enter into arrangements or agreements with any appropriate person, entity or body;

(d) for the benefit of owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and

(e) for the benefit of owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

33. - PABX cabling

The Caretaker of the Strata Scheme will be entitled to operate a PABX telephone facility or similar facility within the Strata Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Common Property. The Owner's Corporation shall not interfere with the operation of this facility.

34. - Executive committee may employ.

The Executive Committee may employ for and on behalf of the Owner's Corporation such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Owner's Corporation.

35. - Correspondence.

All complaints or applications to the Owner's Corporation or its Executive Committee shall be addressed in writing to the Secretary or the Caretaker.

36. - Requests to the secretary.

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Executive Committee, to the Secretary, and not to the Chairman or any member of the Executive Committee.

37. - Notices.

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

38. - Copy of by-laws to be produced upon request.

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Strata Scheme in accordance with the Act.

39. - Power of executive committee.

The Executive Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Strata Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owner's Corporation.

40. - Recovery of costs.

40.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

(i) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-Laws of the Owner's Corporation;

(ii) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

40.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-

(i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

(ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

41. - Recovery by owner's corporation

Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Executive Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

42. - Cable TV

The Owner's Corporation and each owner or occupier recognises that there could be an agreement in place with a cable TV carrier or other service provider for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television or other telecommunication service to the Strata Scheme and each lot and the Owner's Corporation and each owner or occupier must:

42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to cable television or other telecommunication service or allow a person to access a Lot for maintaining and repairing such equipment;

42.2 provide a supply of electricity, at the cost of the Owner's Corporation, if needed for any component to the cable television or other telecommunication service facility that is installed on the Common Property.

43. - Joint liability

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

44. - Security

44.1 All security equipment installed on common property and used in connection with the provision of security for the Strata Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Owner's Corporation. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Owner's Corporation and shall be repaired and maintained at the cost and expense of the Owner's Corporation.

44.2 In no circumstances shall the Owner's Corporation be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Owner's Corporation to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Owner's Corporation by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.

44.3 The Executive Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Strata Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Owner's Corporation in general meeting.

45. - Aerials

Outside wireless and television aerials may not be erected without permission of the Executive Committee.

46. - Repairs

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

47. - Illegal use of lots prohibited

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Strata Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

48. - Signs

Subject to these By-Laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

49. - Power to enter into licence agreements

The Owner's Corporation may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

50. - Liquor licence deed

The Owner's Corporation, in addition to the powers and authorities conferred upon it by or under the Act or any other By Law has the power and authority to enter into a deed, agreement or other document with any person holding or proposing to hold a liquor licence under the Liquor Act 1982 (NSW) in respect of the parcel or any part of the parcel, to enable that person to fulfill the obligations under the Liquor Act 1982 (NSW) by granting to that person the full, free and unfettered control of the Common Property.

51. - Bulk supply of electricity, water and other utility services

51.1 The Owner's Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owner's Corporation may enter into an agreement with a Supplier on terms decided by the Executive Committee, or if the agreement is outside of the scope of the Executive Committee's authority, the Owner's Corporation.

51.2 The Owner's Corporation may enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase and administration of the Utility Services ("Utilities Manager").

51.3 Subject to By-Law 51.19, the Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.

51.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.

51.5 Subject to this By-Law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, Owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.

51.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-Law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.

51.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-Law.

51.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.

51.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.

51.10 Subject to By-Law 51.19, the Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied. By-Laws 40 and 43 apply to such payments.

51.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:

- (a) the agreement with the Supplier is terminated,
- (b) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or
- (c) the Consumer does not pay for the supply of the Utility Service by the due date.

51.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-Law and the Terms of Supply.

51.13 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-Law and the Terms of Supply.

51.14 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

51.15 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations.

51.16 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.

51.17 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.

51.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.

51.19 (a) If a Lot owner has a current agreement with the Letting Agent in respect of the letting of the Lot by the Letting Agent, then the Lot owner acknowledges that any Utility Services supplied to the Lot will not be separately metered or measured, but that the costs of supplying the Utility Services to the Lot will be pooled with the costs of supplying Utility Services to other lots who also have current agreements with the Letting Agent in the manner specified in the agreement with the Letting Agent and will be paid by the Letting Agent from revenue attributable to the Lot under the agreement with the Letting Agent.

(b) If an owner does not have a current agreement with the Letting Agent in respect of the letting of the Lot, then the Owner's Corporation shall, at the cost of the Lot owner install a sub-meter to measure the amount each Utility Service consumed by the owner or occupier of the Lot and the Owner's Corporation shall render accounts to the owner or occupier of the Lot for the amount of the Utility Service consumed by the Lot.

51.20 Any account delivered by the Owner's Corporation to an individual lot owner under By-Law 51.19(b) shall be paid by the owner within 14 days of delivery of such account. In the event that a proper account for the supply of a Utility Service is not paid by the due date for payment, then the Owner's Corporation shall be entitled to:

(a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or

(b) disconnect the supply of the Utility Service to the relevant lot.

52. - Exclusive use - carparking areas

52.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".

52.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of carparking only.

52.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.

52.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

SP76023

SCHEDULE 1

Exclusive Use Carparking Areas and Storage Areas

First Column - Lot	Second Column - Carparking Area	Third Column - Storage Area
1	E1, E1A	S1
2	E2, E2A	S2
3	E3, E3A	S3, S3A
4	E4	S4
5	E5	S5
6	E6, E6A	S6
7	E7, E7A	S7
8	E8, E8A	S8
9	E9	S9
10	E10, E10A	S10
11	E11, E11A	S11
12	E12	S12
13	E13, E13A	S13
14	E14, E14A	S14
15	E15	S15
16	E16	S16
17	E17	S17
18	E18	S18
19	E19, E19A	S19
20	E20, E20A	S20
21	E21, E21A	S21
22	E22	S22
23	E23, E23A	S23
24	E36, E36A	S36
25	E35, E35A	S35
26	E26, E26A	S26
27	E27	S27
28	E28	S28
29	E29, E29A	S29
30	E30	S30
31	E31	S31
32	E32	S32
33	E33	S33
34	E34, E34A	S34
35	E25	S25
36	E24	S24
37	E37	S37
38	E38, E38A	S38
39	E39	S39
40	E40	S40
41	E41, E41A	S41

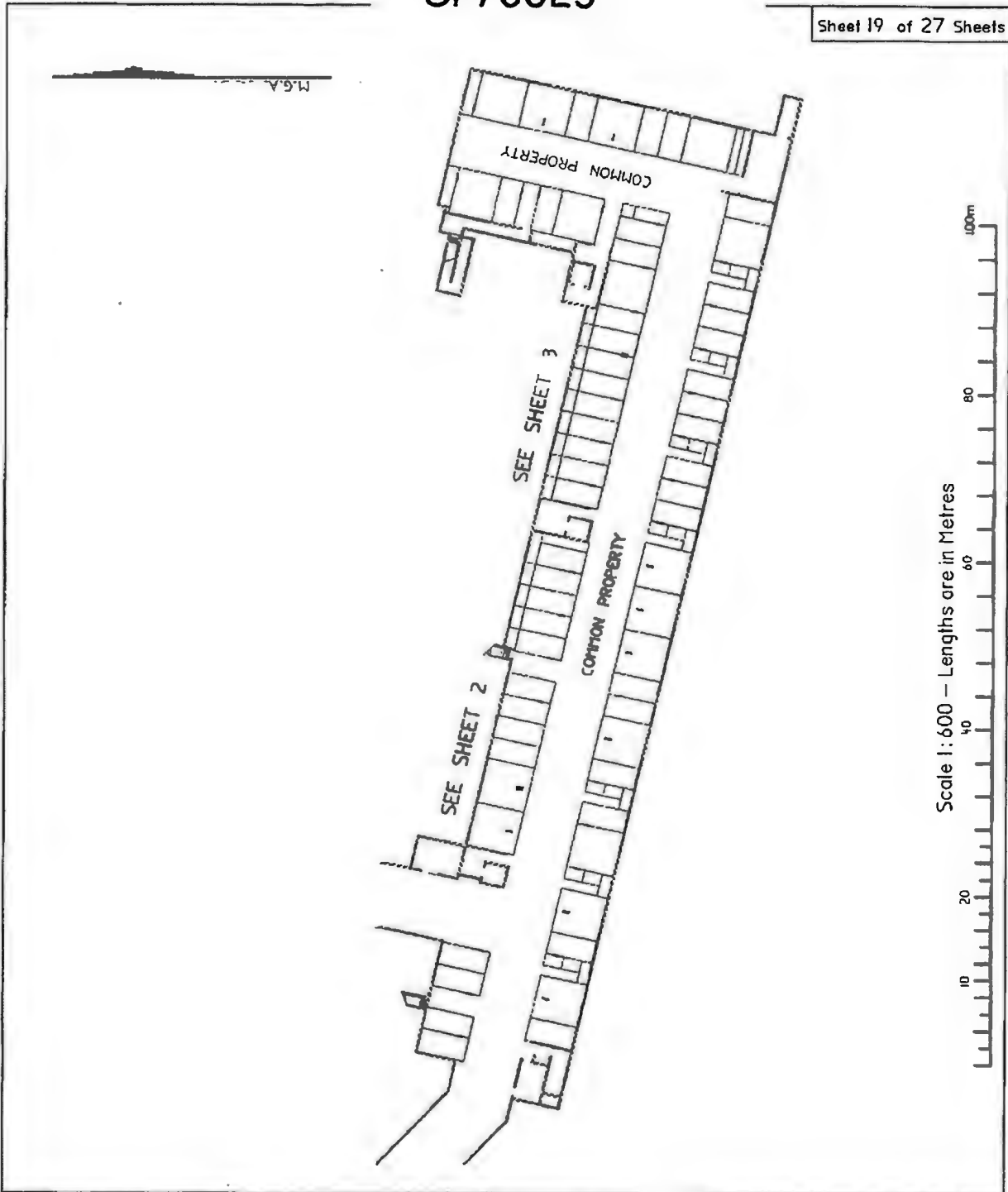
PLAN "A"


Exclusive Use Carparking Areas


SP76023

SP76023

Sheet 19 of 27 Sheets



I. Geoffrey James Thomson of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.  Date: <u>25/10/2005</u>	DATE	20/10/2005	Title Plan of Exclusive Use Areas on Lower Ground Level in the Common Property in SP76023
	JOB NO	8145	
	AUTOCAD	8145-50A	
	GEOCOMP	N/A	
	SURVEYED	RC	
	CHECKED		
	QT		
	PARISH OF	Cudgen	
	COUNTY OF	Rous	
	Scale	1:600	


MICHEL
 GROUP SERVICES
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3rd Level, 50 Cavill Avenue
 Surtex Paradise
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REGISTERED QUERRAND NEW SOUTH WALES
 LAND, ENGINEERING & GPS SURVEYING
 HYDROGRAPHIC SURVEYING
 TOWN PLANNING SERVICES

 Email: admin@michelservices.com.au
 Web Site: www.michelservices.com.au

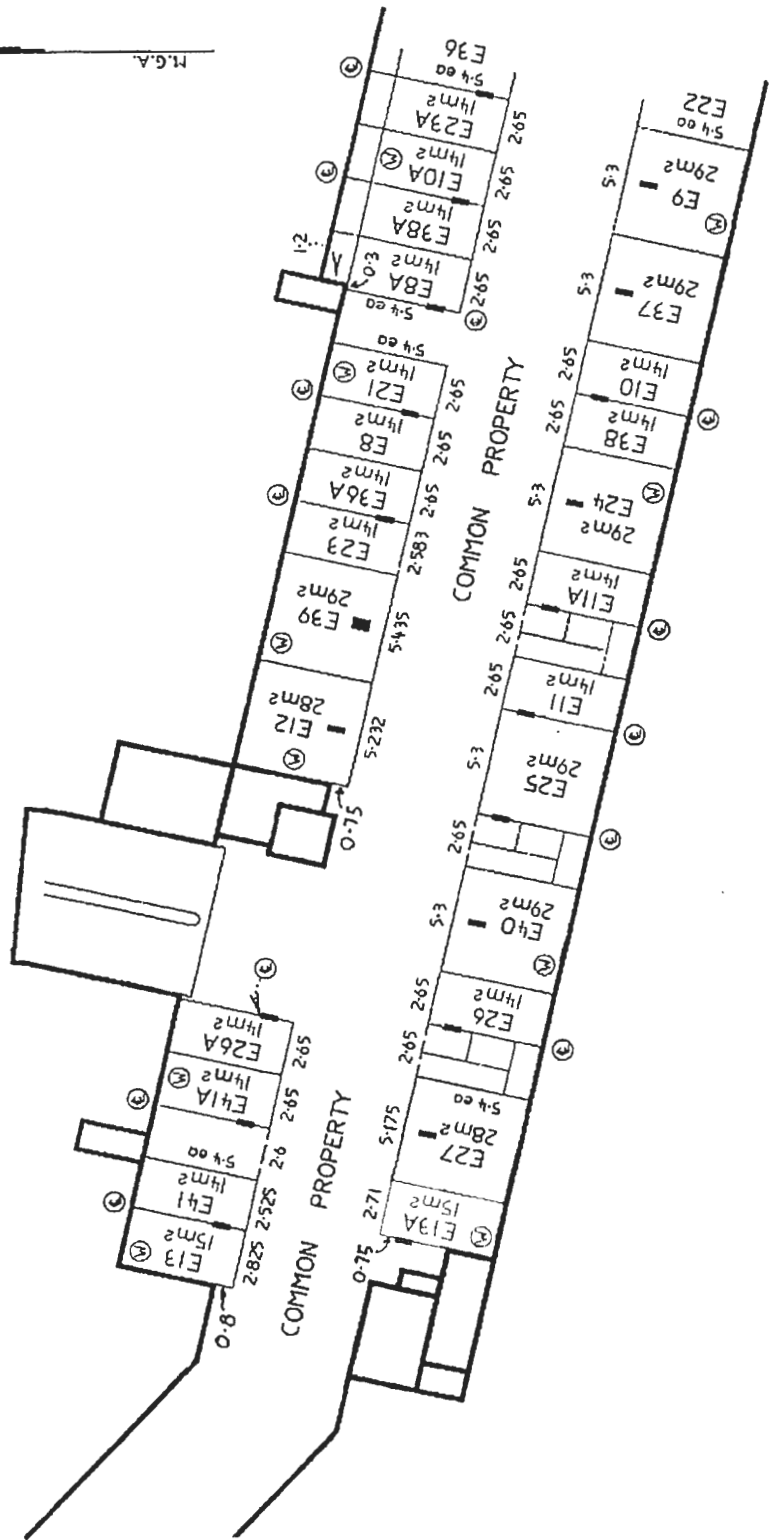
Sheet	of	Reference #
1	3	8145-50 A

SP76023

Sheet 20 of 27 Sheets

A

⊙ DENOTES INSIDE FACE OF WALL
 ⊙ DENOTES CENTRELINE OF COLUMN



Sheet 2 of 3
 Reference 8145-50

53. - Exclusive use - storage areas

53.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan 'B'.

53.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of storage only.

53.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.

53.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

SP76023

SCHEDULE 1

Exclusive Use Carparking Areas and Storage Areas

First Column - Lot	Second Column - Carparking Area	Third Column - Storage Area
1	E1, E1A	S1
2	E2, E2A	S2
3	E3, E3A	S3, S3A
4	E4	S4
5	E5	S5
6	E6, E6A	S6
7	E7, E7A	S7
8	E8, E8A	S8
9	E9	S9
10	E10, E10A	S10
11	E11, E11A	S11
12	E12	S12
13	E13, E13A	S13
14	E14, E14A	S14
15	E15	S15
16	E16	S16
17	E17	S17
18	E18	S18
19	E19, E19A	S19
20	E20, E20A	S20
21	E21, E21A	S21
22	E22	S22
23	E23, E23A	S23
24	E36, E36A	S36
25	E35, E35A	S35
26	E26, E26A	S26
27	E27	S27
28	E28	S28
29	E29, E29A	S29
30	E30	S30
31	E31	S31
32	E32	S32
33	E33	S33
34	E34, E34A	S34
35	E25	S25
36	E24	S24
37	E37	S37
38	E38, E38A	S38
39	E39	S39
40	E40	S40
41	E41, E41A	S41

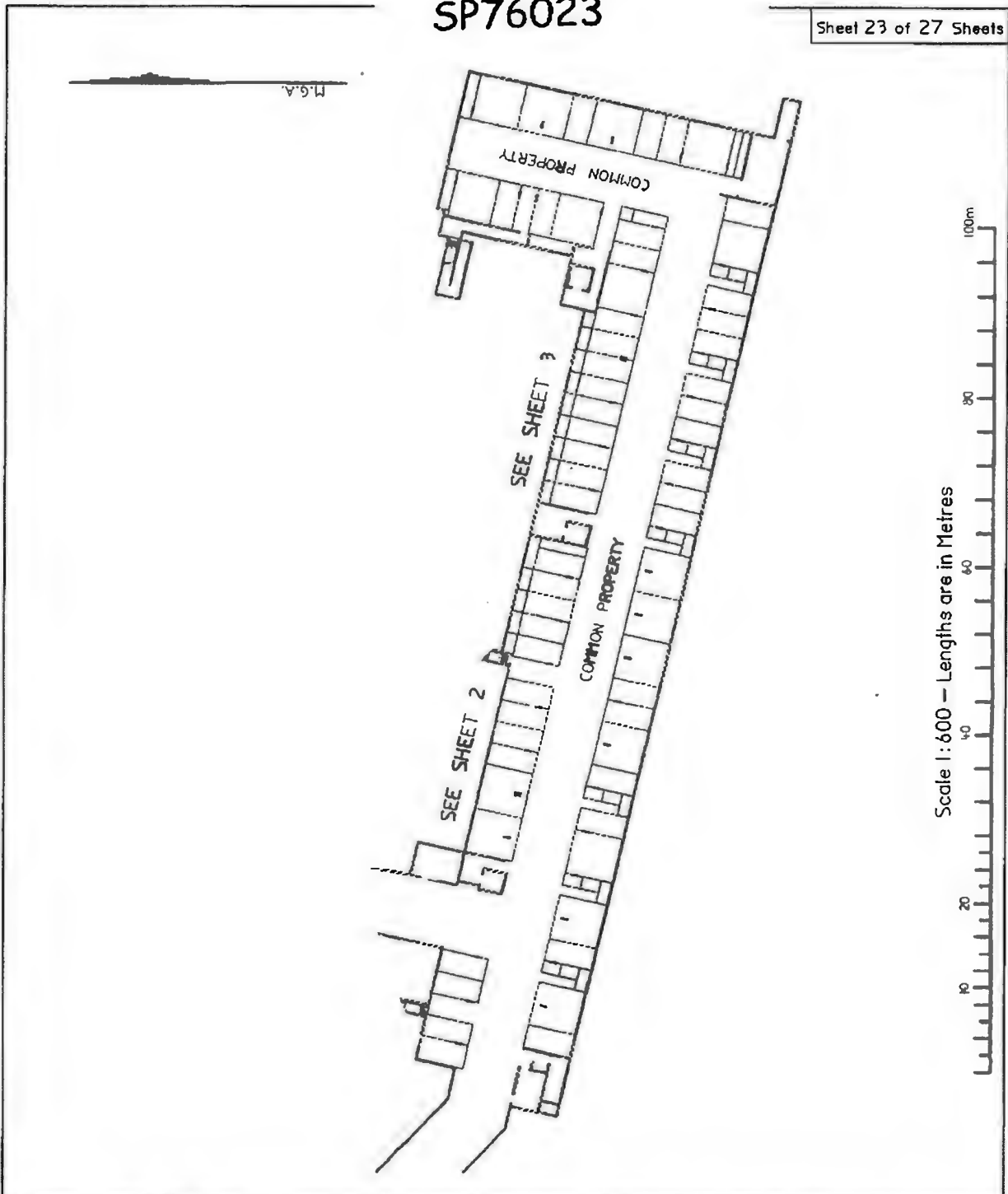
PLAN "B"

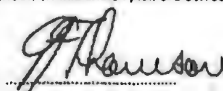

Exclusive Use Storage Areas

SP76023

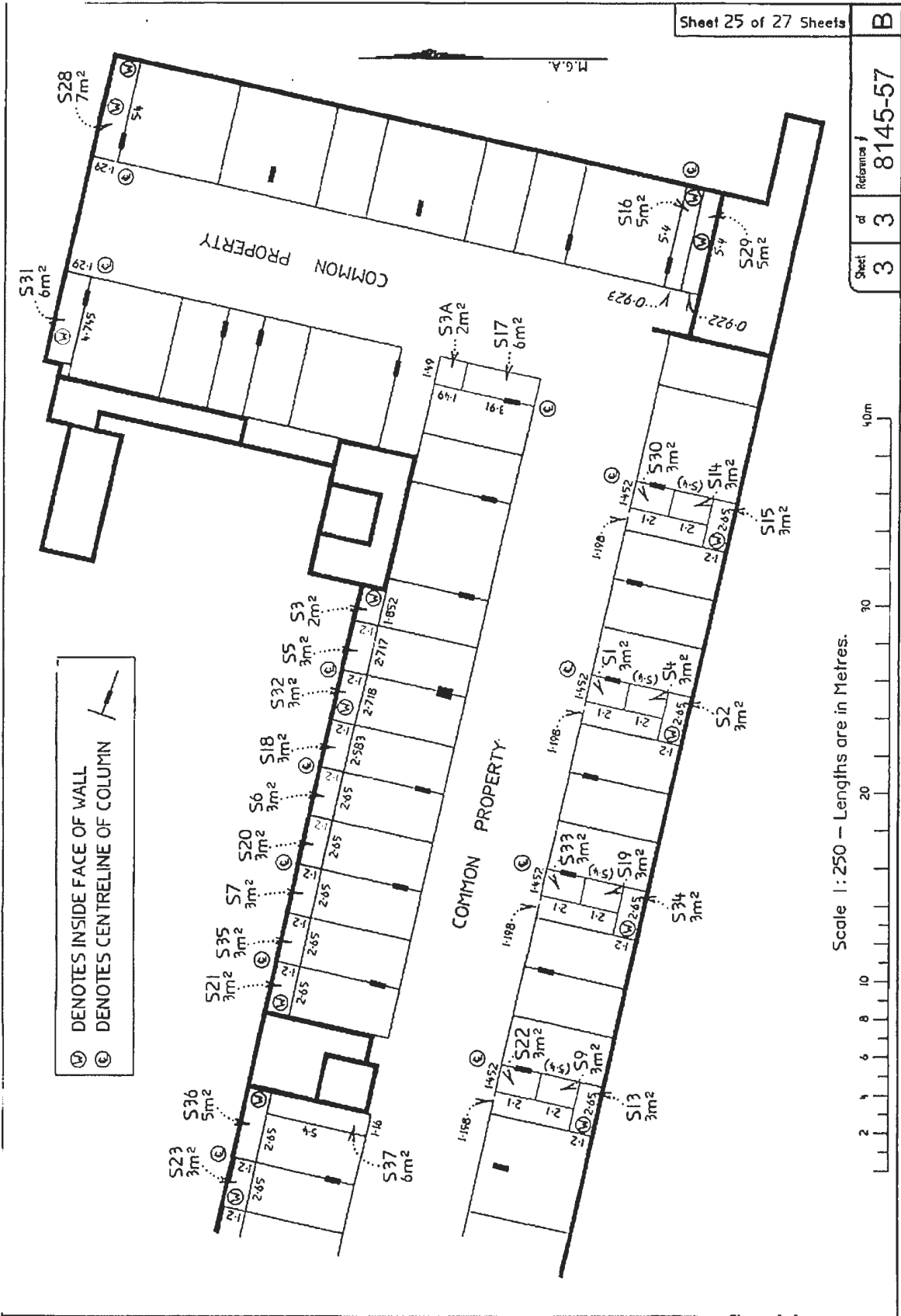
SP76023

Sheet 23 of 27 Sheets



1. GEOFFREY JAMES THOMSON of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.  Date... 25/10/2005	DATE 20/10/2005 JOB NO 8145 AUTOCAD 8145-57B GEOCOMP N/A SURVEYED RC CHECKED QT PARISH OF Cudgen COUNTY OF Raus Scale 1:600	Title Plan of Exclusive Use Areas on Lower Ground Level in the Common Property in SP76023  MICHEL GROUP SERVICES A.C.N. 961 793 133 A.B.N. 53 341 881 829	3rd Level, 50 Cavill Avenue Surfers Paradise QLD Australia 4217 Telephone 07 5530 8244 Facsimile 07 5538 0117 REGISTERED OVERSEAS NEW SOUTH WALES LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES Email: ada.n@michelservices.com.au Web Site: www.michelservices.com.au	Sheet 1 of 3 Reference # 8145-57 B
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SP76023



54. - Special privileges

54.1 The owner or occupier for the time being of a lot specified in the first column of the schedule below shall have special privileges in respect of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "C".

54.2 The owner and occupier of a lot that has the special privileges in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.

54.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which an owner or occupier has special privileges in respect of under this By-Law subject to any obligations on the owner or occupier of a lot that has special privileges under this By-Law as set out in the fourth column of the schedule below.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Obligation of Owner/Occupier to Maintain
Lot 42	Lobby area (SP1)	Erection and maintenance of a reception desk, concierge desk, bell desk, sales desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages.	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.
Lot 42	Entry area (SP2)	Temporary uses associated with a function/conference, sale/consumption of liquor/beverages.	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.
Lot 42	Lobby area/Deck area (SP3)	Temporary uses associated with a function/conference, sale/consumption of liquor/beverages.	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.

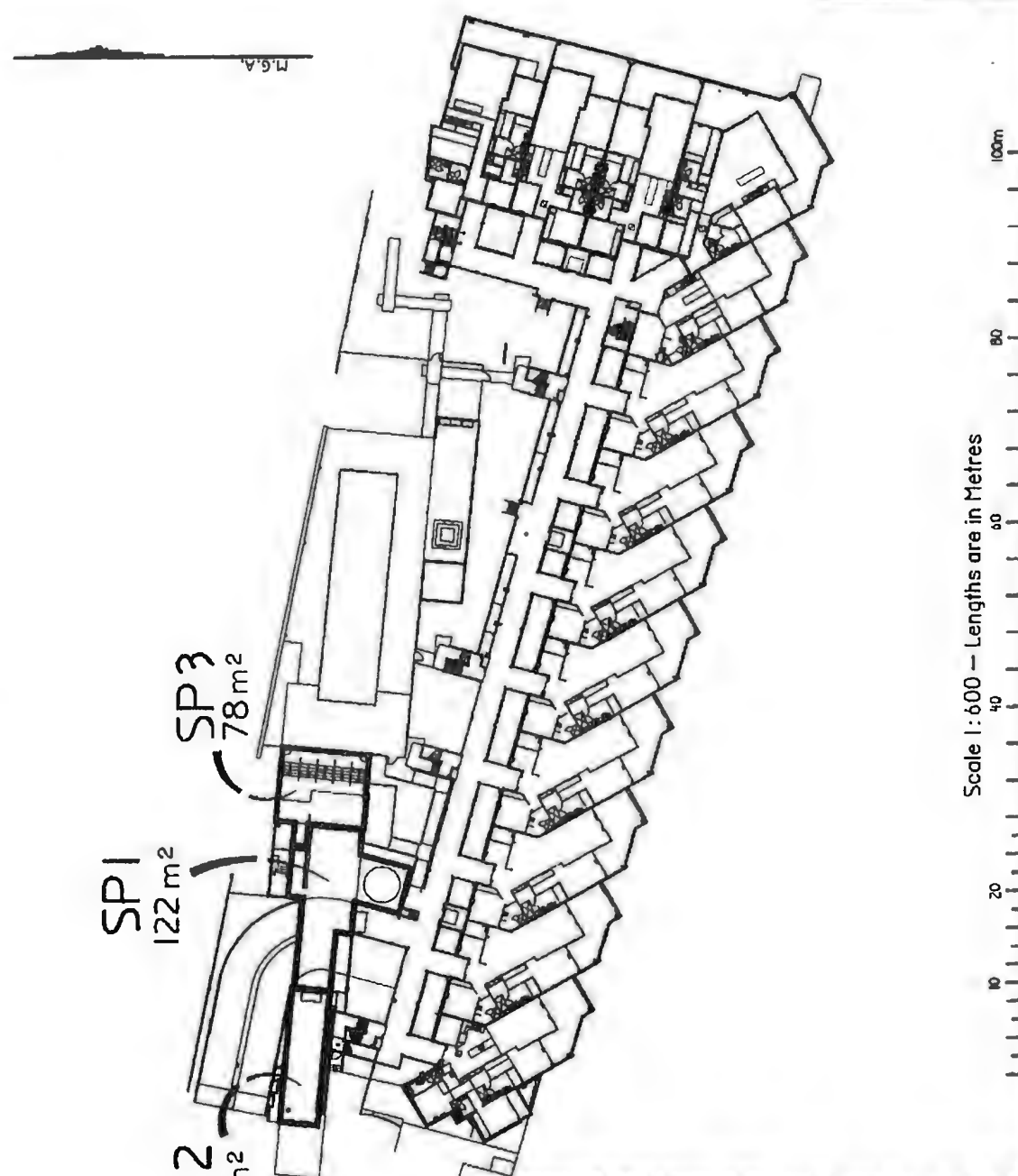
PLAN "C"

Special Privilege Areas

SP76023

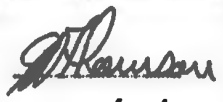
Sheet 27 of 27 Sheets

SP76023



REGISTERED  28.11.2005

1. **GEOFFREY JAMES THOMPSON**
 of MICHEL GROUP SERVICES PTY. LTD. a Surveyor
 Registered under the Surveyors Act, 2002 certify that
 the details shown on this sketch plan are correct.


 Date 25/10/2005.

DATE	21/10/2005
JOB NO	8145
AUTOCAD	8145-58A
GEOCOMP	
SURVEYED	RC
CHECKED	
QT/IMAGED	
PARISH OF	Terranora
COUNTY OF	Rous
Scale	1:600

This Plan of Special Privilege Area on Upper Ground Level
 in the Common Property in SP



23 Cotton Street
 Narang
 QLD Australia 4211
 Telephone 07 5502 2500
 Facsimile 07 5500 4800

REGISTERED QUERULANT NEW SOUTH WALES
 LAND, ENGINEERING & GPS SURVEYING
 HYDROGRAPHIC SURVEYING
 TOWN PLANNING SERVICES

Email admin@michelsurveyors.com.au
 Web Site www.michelsurveyors.com.au

Sheet	of	Reference	
1	1	8145-59	A

55. - Special privilege for caretaker/letting agent

55.1 The owner from time to time of Lot 42 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No owner or occupier other than the owner or occupier of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.

55.2 The owner for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Executive Committee for the display of signs offering for lease or sale any lots in the Strata Scheme. All signs shall be of a size and quality and contain material approved by the Executive Committee, acting reasonably.

55.3 This By-Law does not prevent:-

- (a) an owner from letting or selling their own lot; or
- (b) the normal and usual activities of a bona fide real estate agent engaged by an owner to let or sell the owner's lot.

55.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-Law 55.2 properly maintained and in a state of good and serviceable repair.

56. - Strata management statement

56.1 The Strata Management Statement is an essential document for the management of the Strata Scheme. It contains rules (in addition to these By-Laws) that the Owner's Corporation and each Owner and Occupier must comply with.

56.2 Each Owner and Occupier must comply on time and at their cost with the Strata Management Statement.

56.3 The Owner's Corporation must comply on time and at its cost with the Strata Management Statement.

56.4 Nothing in the By-Laws gives any Owner, Occupier or the Owner's Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.

56.5 A consent under the By-Laws does not relieve an Owner, Occupier or the Owner's Corporation from obligations to obtain necessary consents under the Strata Management Statement.

56.6 If there is an inconsistency between the Strata Management Statement and the By-Laws, the Strata Management Statement prevails.

57. - Definitions

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

"**Act**" means the Strata Schemes Management Act 1996;

"**Caretaker**" means the caretaker appointed by the Owner's Corporation to undertake caretaking duties in respect of the Parcel.

"Common Property" means so much of the Parcel as from time to time not comprised in any lot.

"Executive Committee" means the executive committee of the Owner's Corporation.

"Letting Agent" means the letting agent authorised by the Owner's Corporation to carry on a letting business from the Parcel.

"Original Owner" means South Kingscliff Developments Pty Ltd ACN 098 968 266, its successors or assigns.

"Owner's Corporation" means The Owner's - Strata Plan Number 76023;

"Parcel" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 in respect of the first strata plan lodged.

"Regulation" means the Strata Schemes Management Regulation 1997,

"Strata Management Statement" means any strata management statement that applies to the Strata Scheme.

"Strata Scheme" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973.

Special by-law no. 1 – Residential and tourist use of lots

PART 1

PREAMBLE

1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 of the Act (By-laws for the strata schemes).

1.2 It is made in relation to the management, administration, control, use or enjoyment of the lots or the common property and lots of the Strata Scheme.

1.3 The purpose of this by-law is to comply with a condition of consent issued by the Council (the "Amended Consent") that the by-laws applicable to the Strata Scheme be amended by the insertion of a Table of Approval Uses.

1.4 The Council originally issued Development Consent DA 14/0164 for the dual use of existing tourist accommodation - residential and tourist accommodation.

1.5 Upon an application being made to it, the Council issued the Amended Consent.

1.6 By virtue of the Amended Consent, the use of the Dual Use Lots was varied to provide for residential or tourist use for prescribed periods of the year.

1.7 This by-law is made pursuant to the power and authority conferred on the Owners Corporation by section 136 of the Act.

PART 2

DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

2. In this by-law, unless the context otherwise requires:

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Amended Consent** means the amended consent issued on 6th August 2019 pursuant to section 4.55 of the *Environmental Planning and Assessment Act 1979* (the "EP and A Act") by the Council, a copy of which is attached to this by-law and marked "A".

- (c) **Building** means the building situated at "Bale", 27-37 Bells Boulevard, Kingscliff.
- (d) **Council** means the Tweed Shire Council.
- (e) **Development Application** means State Significant Development DA477-11-2003.
- (f) **Dual Use** means:
- i. Tourist Use: November to January
 - ii. Residential or Tourist Use: February to October
- (g) **Dual Use Units** means units 1128, 1126, 1122, 1228, 1226, 1224, 1222, 1202, 1328, 1318, 1316, 1314, 1312, 1310, 1308, 1306, 1304 and 1302 and being Dual Use Lots, respectively.
- (h) **Dual Use Lots** means lots 1, 2 and 4, 14 to 17 inclusive, 27, 28, and 33 to 41 inclusive in the Strata Plan.
- (i) **Lots** means lots 3, 5 to 13 inclusive, 18 to 26 inclusive, 29 to 32 and 42 in the Strata Plan.
- (j) **Lot Use** means the Tourist Use.
- (k) **Lot Units** means 1124, 1120, 1118, 1116, 1114, 1112, 1110, 1108, 1106, 1104, 1220, 1218, 1216, 1214, 1212, 1210, 1208, 1206, 1204, 1326, 1324, 1322, 1320 and 42 and being Lots respectively.
- (l) **Owners** means the owners of all lots in the Strata Plan.
- (m) **Owners Corporation** means the body corporate constituted by the registration of the Strata Plan.
- (n) **Permitted Use** means tourist use only in accordance with approved State Significant Development DA 477-11-2003.
- (o) **Strata Committee** means the strata committee appointed by the Owners Corporation in accordance with the Act.
- (p) **Strata Plan** means strata plan 76023 registered on 28 November 2005.
- (q) **Strata Scheme** means the strata scheme created by the registration of the Strata Plan.
- (r) **Tourist Occupant** means any person or persons occupying a Dual Use Lot for temporary or short-term accommodation away from their ordinary place of residence for a period not exceeding three (3) calendar months.
- (s) **Tourist Use** means the use of the Strata Scheme by Tourist Occupants.
- (t) **Table of Approved Uses** means the table of Dual Use and Tourist Use set out in Part 4.3

INTERPRETATION

2.2 In this by-law unless the context otherwise requires:

- (a) a singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the Strata Committee or any person authorized by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation;

(f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;

(g) without limiting the generality of clause 3.6, to the extent of any inconsistency between the by-laws in force for Strata Plan 76023 and this by-law, the provisions of this by-law shall prevail.

2.3 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3 ACKNOWLEDGEMENT

3.1 The Owners Corporation and the Owners acknowledge that the Development Application has been amended by the Council pursuant to the Amended Consent to permit Dual Use in the Dual Use Lots (being also the Dual Use Units) for prescribed periods of the year.

3.2 A condition of the Amended Consent provides that the Owners Corporation must make a by-law to record the lot concerned by the Amended Consent.

3.3 That record is set out in Part 4 below, being the table of Approved Uses.

3.4 A further condition of the Amended Consent is that the by-law contains a provision that the Owners must comply with the occupancy requirements set out in the Table of Approved Uses.

3.5 In addition to the obligation to make a by-law, referred to in the preceding clauses, the Council also required the Owners to register on the titles for the Dual Use Lots of the Strata Scheme a restriction on the use of the land under section 88E of the *Conveyancing Act 1919* that the Dual Use Lots are to be used solely for tourist accommodation between November and January each year.

3.6 If there is an inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

3.7 By virtue of section 3.16 of the EP and A Act, a local council can include a provision in a local environmental plan by which provision a covenant or agreement which is contrary to that plan may be overridden.

Clause 1.9A of the *Tweed Local Environmental Plan 2014* is a clause authorized by section 3.16

3.9 A local environmental plan is an instrument which provides guidance for planning decisions in relation to local government areas. Such guidance is affected through zoning and development controls which create a framework for the way in which land can be used.

3.10 The parcel relating to the Strata Scheme has been zoned SP3: Tourist, which zoning is to provide for a variety of tourist-oriented development and related uses.

**PART 4
 USE OF DUAL USE LOTS**

PERMITTED USE

4.1 Owners of Dual Use Lots must only use those lots for Dual Use.

4.2 Owners of Lots must only use those lots for the Permitted Use.

4.3 The use to which the Owners of Dual Use Lots and Lots is limited according to the respective Dual Use Lot (and Dual Use Unit) and Lot (and Lot Unit) as set out in the following Table of Approved Uses:

TABLE OF APPROVED USES

Lot no.	Unit no.	Permitted Use
1	1128	Tourist Use - November to January
		Residential or Tourist Use - February to October
2	1126	Tourist Use - November to January
		Residential or Tourist Use - February to October
3	1124	Permitted Use - January to December
4	1122	Tourist Use - November to January
		Residential or Tourist Use - February to October
5	1120	Permitted Use - January to December
6	1118	Permitted Use - January to December
7	1116	Permitted Use - January to December
8	1114	Permitted Use - January to December
9	1112	Permitted Use - January to December
10	1110	Permitted Use - January to December
11	1108	Permitted Use - January to December
12	1106	Permitted Use - January to December
13	1104	Permitted Use - January to December
14	1228	Tourist Use - November to January
		Residential or Tourist Use - February to October
15	1226	Tourist Use - November to January
		Residential or Tourist Use - February to October
16	1224	Tourist Use - November to January
		Residential or Tourist Use - February to October
17	1222	Tourist Use - November to January
		Residential or Tourist Use - February to October
18	1220	Permitted Use - January to December
19	1218	Permitted Use - January to December
20	1216	Permitted Use - January to December
21	1214	Permitted Use - January to December
22	1212	Permitted Use - January to December
23	1210	Permitted Use - January to December
24	1208	Permitted Use - January to December

25	1206	Permitted Use - January to December
26	1204	Permitted Use - January to December
27	1202	Tourist Use - November to January
		Residential or Tourist Use - February to October
28	1328	Tourist Use - November to January
		Residential or Tourist Use - February to October
29	1326	Permitted Use - January to December
30	1324	Permitted Use - January to December
31	1322	Permitted Use - January to December
32	1320	Permitted Use - January to December
33	1318	Tourist Use - November to January
		Residential or Tourist Use - February to October
34	1316	Tourist Use - November to January
		Residential or Tourist Use - February to October
35	1314	Tourist Use - November to January
		Residential or Tourist Use - February to October
36	1312	Tourist Use - November to January
		Residential or Tourist Use - February to October
37	1310	Tourist Use - November to January
		Residential or Tourist Use - February to October
38	1308	Tourist Use - November to January
		Residential or Tourist Use - February to October
39	1306	Tourist Use - November to January
		Residential or Tourist Use - February to October
40	1304	Tourist Use - November to January
		Residential or Tourist Use - February to October
41	1302	Tourist Use - November to January
		Residential or Tourist Use - February to October
42	42	Permitted Use - January to December

**PART 5
BREACH OF BY-LAW**

NOTICES

5.1 If an Owner does not comply with any obligation under this by-law, then the Owners Corporation may:

- (a) serve a notice in writing on the Owner requiring compliance with the by-law. Such notice shall specify the nature of the non-compliance; and
- (b) if necessary, serve a notice under section 146 of the Act requiring the Owner to comply with the by-law.

ACKNOWLEDGEMENT

5.2 Owners acknowledge that, if the Owners Corporation is satisfied that the notice given pursuant to clause 5.1(b) has been contravened, then it may seek an order of the New South Wales Civil and Administrative Tribunal for a monetary penalty under section 147 of the Act.


5.3 Owners further acknowledge that, if it is satisfied that the by-law has been contravened, the Owners Corporation may notify the Council that it considers the by-law has been breached. The Council may then take enforcement action under section 9.34 of, and Part 1 Schedule 5 to the EP and A Act.

RECOVERY OF COSTS

5.4 (i) The Owners Corporation may recover the costs incurred by it in enforcing this by-law as a debt due; and

(ii) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering these amounts.

The seal of The Owners – Strata Plan No. 76023 was affixed on 19 May 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: Matilda Halliday
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP 76023		
(B) LODGED BY	Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au Reference: FILE NO: 191897 - TWE	CODE CH

- (C) The Owners-Strata Plan No. 76023 certify that a special resolution was passed on 20/11/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 1
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 76023 was affixed on 19/05/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: MATILDA HALLIDAY
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L
Signature:
Name:
Authority:



Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 76023 was affixed on 19 May 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: Matilda Halliday

Authority: Licensed Strata Managing Agent
BCS Strata Management Pty Ltd



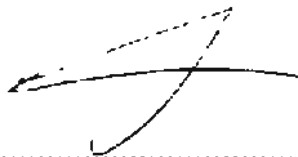
STATUTORY DECLARATION

I, Lisa Branson of Sydney in the State of New South Wales, do hereby solemnly and sincerely declare as follows:

1. I have been instructed to lodge an amendment to registered Consolidation/Change of By-Laws Dealing no. AR61867 with regards to Strata Plan 76023.
2. The request to lodge for registration the consolidation/change of by-laws was received on 17 May 2021. The deadline for registration was 20 May 2021. The by-law resolved in the minutes made reference to an Annexure A. Attempts were made to obtain Annexure A from the solicitor who drafted the by-law prior to registration without success.
3. Annexure A has subsequently been obtained from the solicitor since the registration.
4. I have been instructed to lodge this request for the purpose of including the enclosed Annexure A to 'Special by-law no. 1 – Residential and tourist use of lots' as registered on Dealing no. AR61867.
5. The enclosed Annexure A was provided by the strata manager of SP 76023 on 20 May 2021.

And I make this solemn declaration, as to the matter (or matters) aforesaid, according to the law in this behalf made – and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at: **Sydney, New South Wales on the 18th August 2021**



.....
[signature of declarant]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, a solicitor L13/1553, as a witness, certify the following matters concerning the person who made this declaration:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Regulation 2017* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was Drivers Licence.



.....
[signature of authorised witness]

18/08/2021

.....
[Full date]

Annexure A

Council Reference: DA14/0164.03 LN71862
Your Reference:



6 August 2019

Customer Service

The Owners Strata Plan 76023
C/- Zone Planning Group Pty Ltd
PO Box 3805
BURLEIGH TOWN QLD 4220

isc@tweed.nsw.gov.au
www.tweed.nsw.gov.au

Fax (02) 6670 2429
PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

Dear Sir/Madam

Section 4.55 Application DA14/0164.03 - amendment to Development Consent DA14/0164 for dual use of existing tourist accommodation - residential and tourist accommodation at Lots 1-41 SP 76023; Nos. 1-41/27-37 Bells Boulevard KINGSCLIFF

Reference is made to your application regarding the above. Please find enclosed Amended Consent DA14/0164. The consent has been amended as follows:

1. Schedule B Condition 2A is to be deleted and replaced with Condition No. 2B which reads as follows:
 - 2B. The development is to be carried out in accordance with the plans approved pursuant to Schedule A, this Schedule B, and the Plan of Management dated 28 March 2017 as amended pursuant to condition 8B(a) below. Any further amendment of the Plan of Management must be by way of an application being made to modify this development consent pursuant to the *Environmental Planning and Assessment Act 1979*.
2. Schedule B Condition No. 8A is to be deleted and replaced with Condition No. 8B which reads as follows:
 - 8B. Prior to the commencement of any residential accommodation use, the following matters must be completed to the written satisfaction of Council's Director of Planning:
 - (a) The Applicant is to submit a final plan of management incorporating the information omitted from the Plan of Management dated 28 March 2017 including the Appendices, and the name and contact details of the site manager, after hours security and the caretaker, and any amendments or additions arising from the emergency and evacuation plan referred to in condition 17 below.
 - (b) In accordance with the recommendations of the Urban Design and Amenity Report including a SEPP 65 Review prepared by Architectus dated 18 January 2016, the Applicant is to submit an operational management plan for the common areas addressing potential noise including limits to numbers of people using the common open space area at night time.



(c) The strata by-laws are to be amended to insert the table in condition 1 above and a requirement to comply with the occupancy requirements in that table.

(d) A restriction on use of land under section 88E of the *Conveyancing Act 1919* is to be registered on the title of the dual use lots (Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, and 1328). The restriction is to provide that the dual use lots are to be used solely for tourist accommodation use between November and January each year.

Documents giving effect to the creation of the restriction on Use shall be submitted to the Council for approval prior to lodging with Land and Property Information NSW.

Tweed Shire Council is to be named in the instrument as the only party authorised to release, vary or modify the instrument.

Registered title documents showing the restriction must be submitted to and approved by Council.

The restriction on use and any associated documentation shall be prepared and registered at the sole cost of the applicant, including the reasonable costs of Council in obtaining legal advice on the restriction terms, the cost and expense of negotiating the terms and conditions of the restriction, producing documents or otherwise facilitating the preparation and registration of the required documents.

(e) A plan shall be provided for review and approval by Council's Director of Planning of the basement car parking allocation, for the residential accommodation use.

(f) Visitor Parking for the residential accommodation use is to be provided in accord with the Plan 'Revised Parking Layout' 232-18-1.01 Issue E prepared by Vantage Planning 15/04/2019.

3. Schedule B Insert new condition 9.1 which reads as follows:

9.1 Prior to commencement of any residential accommodation use, the visitor parking spaces are to be line marked and sign posted as per the 'Revised Parking Layout' 232-18-1.01, Issue E prepared by Vantage Planning and dated 15/04/2019. Evidence confirming that the above works have been completed shall be submitted to Council to the satisfaction of the General Manager or their delegate.

REASONS FOR THE DECISION

The development proposal/amendment has been considered in accordance with the relevant provisions of the NSW Environmental Planning and Assessment Act 1979 and on balance is suitable to be determined by way of approval.

Community views were considered as part of the assessment in accordance with Council's Development Control Plan and the NSW Environmental Planning and Assessment Act 1979 requirements for public notification.



For further information regarding this matter please contact Lydia Charman on (02) 6670 2524.

Yours faithfully

A handwritten signature in black ink, appearing to read "D. Galle".

Denise Galle
Team Leader Development Assessment

Enc



AMENDED CONSENT ISSUED 6/8/2019

ANNEXURE "A" CONDITIONS THE OWNERS SP76023

v

TWEED SHIRE COUNCIL & ANOR

SCHEDULE "A" DEFERRED COMMENCEMENT CONDITIONS

This consent shall not operate until the applicant satisfies the Council by producing satisfactory evidence relating to the matters set out in this Schedule "A". Such evidence is to be provided within 12 months of the date of the Court orders granting approval.

Upon the consent authority being satisfied as to compliance with the matters set out in this Schedule "A", the consent shall become operative and take effect from the date of notification under clause 95 of the *Environmental Planning and Assessment Regulation 2000* subject to the conditions set out in Schedule "B".

- A. The applicant is to submit detailed architectural plans detailing the following works recommended by the Urban Design and Amenity Report including a SEPP 65 Review prepared by Architectus dated 18 January 2016:
 - (a) Skylights having a minimum area of 1m² are to be installed in the main living room of Units 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324 and 1326.
 - (b) At least 50% of the storage space requirement for each of the following units is to be provided within each unit: Units 1122, 1124, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326 and 1328.

Development is to be carried out in accordance with the plans approved pursuant to this condition. SCHEDULE B GENERAL CONDITIONS

NOTE: THIS PART OF THE CONSENT WILL NOT BECOME OPERABLE UNTIL COUNCIL ADVISES THAT THE MATTERS CONTAINED IN SCHEDULE A ARE SATISFIED.

General conditions

1. DELETED

- 1A. (a) The development is to be carried out in accordance with the approved uses set out in the following table:

Lot and Unit No.	Permitted Use	Lot and Unit No.	Permitted Use	Lot and Unit No.	Permitted Use
1-1128	Tourist Use- November to January Residential or Tourist Use- February to October	27-1202	Tourist Use- November to January Residential or Tourist Use- February to October	35-1314	Tourist Use- November to January Residential or Tourist Use- February to October



Lot and Unit No.	Permitted Use	Lot and Unit No.	Permitted Use	Lot and Unit No.	Permitted Use
2-1126	Tourist Use- November to January Residential or Tourist Use- February to October	28-1328	Tourist Use- November to January Residential or Tourist Use- February to October	36-1312	Tourist Use- November to January Residential or Tourist Use- February to October
3-1124	Tourist Use only in accordance with approved State Significant Development DA 477-11-2003	29-1326	Tourist Use only in accordance with approved State Significant Development DA 477-11-2003	37-1310	Tourist Use- November to January Residential or Tourist Use- February to October
4-1122	Tourist Use- November to January Residential or Tourist Use- February to October	30-1324	Tourist Use only in accordance with approved State Significant Development DA 477-11-2003	38-1308	Tourist Use- November to January Residential or Tourist Use- February to October
14-1228	Tourist Use- November to January Residential or Tourist Use- February to October	31-1322	Tourist Use only in accordance with approved State Significant Development DA 477-11-2003	39-1306	Tourist Use- November to January Residential or Tourist Use- February to October
15-1226	Tourist Use- November to January Residential or Tourist Use- February to October	32-1320	Tourist Use only in accordance with approved State Significant Development DA 477-11-2003	40-1304	Tourist Use- November to January Residential or Tourist Use- February to October
16-1224	Tourist Use- November to January Residential or Tourist Use- February to October	33-1318	Tourist Use- November to January Residential or Tourist Use- February to October	41-1302	Tourist Use- November to January Residential or Tourist Use- February to October
17-1222	Tourist Use- November to January Residential or Tourist Use- February to October	34-1316	Tourist Use- November to January Residential or Tourist Use- February to October		



- (b) For the purposes of the table in paragraph (a) above, the following definitions from the Plan of Management dated 13 May 2016 apply:

'Tourist Occupant'- means any person or persons occupying a Dual Use Unit for temporary or short-term accommodation away from their ordinary place of residence for a period not exceeding 3 calendar months.

'Tourist Use'- means the use of SP 76023 by Tourist Occupants.

- (c) All other lots and units in SP76023 are to be used in accordance with approved State Significant Development DA 477-11-2003.

2. DELETED

2A. DELETED

- 2B. The development is to be carried out in accordance with the plans approved pursuant to Schedule A, this Schedule B, and the Plan of Management dated 28 March 2017 as amended pursuant to condition 8B(a) below. Any further amendment of the Plan of Management must be by way of an application being made to modify this development consent pursuant to the *Environmental Planning and Assessment Act 1979*.

Prior to Commencement of Work

3. The erection of a building in accordance with a development consent must not be commenced until:
- a. a construction certificate for the building work has been issued by the consent authority, the council (if the council is not the consent authority) or an accredited certifier, and
 - b. the person having the benefit of the development consent has:
 - i. appointed a principal certifying authority for the building work, and
 - ii. notified the principal certifying authority that the person will carry out the building work as an owner-builder, if that is the case, and
 - c. the principal certifying authority has, no later than 2 days before the building work commences:
 - i. notified the consent authority and the council (if the council is not the consent authority) of his or her appointment, and
 - ii. notified the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work, and
 - d. the person having the benefit of the development consent, if not carrying out the work as an owner-builder, has:
 - i. appointed a principal contractor for the building work who must be the holder of a contractor licence if any residential work is involved, and
 - ii. notified the principal certifying authority of any such appointment, and
 - iii. unless that person is the principal contractor, notified the principal contractor of any critical stage inspection and other inspections that are to be carried out in respect of the building work.

[PCW0215]

Page 3





Prior to Issue of a Construction Certificate

4. DELETED

- 4A. A certificate of compliance (CC) under Sections 305, 306 and 307 of the Water Management Act 2000 is to be obtained from Council to verify that the necessary requirements for the supply of water and sewerage to the development have been made with the Tweed Shire Council.

Pursuant to Clause 146 of the Environmental Planning and Assessment Regulations, 2000, a Construction Certificate shall NOT be issued by a Certifying Authority unless all Section 64 Contributions have been paid and the Certifying Authority has sighted Council's "Contribution Sheet" and a "Certificate of Compliance" signed by an authorised officer of Council.

If a Construction Certificate is not required the following developer Contributions are required to be paid in full prior to the residential accommodation use of Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, and 1328 or anyone or more of them.

Annexed hereto is an information sheet indicating the procedure to follow to obtain a Certificate of Compliance:

Water DSP6:	4.845 ET @ \$13,632 per ET	\$66,047
South Kingscliff Water Levy:	4.845 ET @ \$344 per ET	\$1,667
Sewer Kingscliff:	7.17 ET @ \$6,549 per ET	\$46,956.30

The charges are to remain fixed for a period of twelve (12) months from the date of the original consent and thereafter in accordance with the rates applicable in Council's adopted Fees and Charges current at the time of payment.

A CURRENT COPY OF THE CONTRIBUTION FEE SHEET ATTACHED TO THIS CONSENT MUST BE PROVIDED AT THE TIME OF PAYMENT.

Note: The Environmental Planning and Assessment Act, 1979 (as amended) makes no provision for works under the Water Management Act 2000 to be certified by an Accredited Certifier.

(PC00265)

5. DELETED

5A. Section 94 Contributions

Payment of the following contributions pursuant to Section 94 of the Act and the relevant Section 94 Plan.

Pursuant to Clause 146 of the Environmental Planning and Assessment Regulations, 2000, a Construction Certificate shall NOT be issued by a Certifying Authority unless all Section 94 Contributions have been paid and the Certifying Authority has sighted Council's "Contribution Sheet" signed by an authorised officer of Council.

If a Construction Certificate is not statutorily required the following developer Contributions are required to be paid in full prior to the residential accommodation use



of Units 1122, 1126 1128 1202 1222, 1224 1226 1228 1302, 1304, 1306 1308, 1310, 1312, 1314, 1316, 1318, and 1328 or any one or more of them.

A CURRENT COPY OF THE CONTRIBUTION FEE SHEET ATTACHED TO THIS CONSENT MUST BE PROVIDED AT THE TIME OF PAYMENT.

These charges include indexation provided for in the S94 Plan applicable at the time of this consent and the rates applicable in the current version/edition of the relevant Section 94 Plan current at the time of the payment will apply.

A copy of the Section 94 contribution plans may be inspected at the Civic and Cultural Centres, Tumbulgum Road, Murwillumbah and Brett Street, Tweed Heads.

a. Tweed Road Contribution Plan:

19.17 Trips @ \$1231 per Trips \$23,598
(\$1,145 base rate + \$86 indexation)

S94 Plan No. 4

Sector7 4

b. Shirewide Library Facilities:

10.5623 ET @ \$869 per ET \$9,179
(\$792 base rate + \$77 indexation)

S94 Plan No. 11

c. Bus Shelters:

10.5623 ET @ \$66 per ET \$697
(\$60 base rate + \$6 indexation)

S94 Plan No. 12

d. Eviron Cemetery:

10.5623 ET @ \$127 per ET \$1,341
(\$101 base rate + \$26 indexation)

S94 Plan No. 13

e. Community Facilities (Tweed Coast - North)

10.5623 ET @ \$1457 per ET \$15,389
(\$1,305.60 base rate + \$151.40 indexation)





S94 Plan No. 15

- f. Extensions to Council Administration Offices
& Technical Support Facilities

0.4373 ET @ \$1935.62 per ET \$846.45
(\$1,759.90 base rate + \$175.72 indexation)

S94 Plan No. 18

- g. Cycleways:

5.4323 ET @ \$490 per ET \$2,662
(\$447 base rate + \$43 indexation)

S94 Plan No. 22

- h. SALT Open Space and Associated Car Parking

10.5623 ET @ \$2584 per ET \$27,292.98
(\$1,350 base rate + \$1,234 indexation)

S94 Plan No. 25

- i. Regional Open Space (Casual)

5.4323 ET @ \$1132 per ET \$6,149
(\$1,031 base rate + \$101 indexation)

S94 Plan No. 26

- j. Regional Open Space (Structured):

10.5623 ET @ \$3974 per ET \$41,975
(\$3,619 base rate + \$355 indexation)

S94 Plan No. 26

[PCC0215/POC0395/PSC0175]

Prior to commencement

6. **DELETED**





6A. An occupation certificate is required pursuant to section 109N of the Environmental Planning and Assessment Act 1979 prior to the commencement of the residential accommodation use of Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, and 1328 or any one or more of them.

7. **DELETED**

7A. Prior to the commencement of any residential accommodation use, the following works must be completed to the written satisfaction of Council's Director of Planning:

- (a) Skylights having a minimum area of 1m² are to be installed in the main living room of Units 1304, 1306, 1308, 1310, 1312, 1314, 1316 and 1318 in accordance with the plans approved pursuant to Schedule A.
- (b) At least 50% of the storage space requirement for each of the following dual use units is to be provided within such unit in accordance with the plans approved pursuant to Schedule A: Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318 and 1328.

Evidence confirming that the above works have been completed shall be submitted to Council.

The residential accommodation use of Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, and 1328 or any one or more of them cannot commence until the written approval of Council's Director of Planning has been provided confirming satisfaction of this condition.

8. **DELETED**

8A. **DELETED**

8B. Prior to the commencement of any residential accommodation use, the following matters must be completed to the written satisfaction of Council's Director of Planning:

- (a) The Applicant is to submit a final plan of management incorporating the information omitted from the Plan of Management dated 28 March 2017 including the Appendices, and the name and contact details of the site manager, after hours security and the caretaker, and any amendments or additions arising from the emergency and evacuation plan referred to in condition 17 below.
- (b) In accordance with the recommendations of the Urban Design and Amenity Report including a SEPP 65 Review prepared by Architectus dated 18 January 2016, the Applicant is to submit an operational management plan for the common areas addressing potential noise including limits to numbers of people using the common open space area at night time.
- (c) The strata by-laws are to be amended to insert the table in condition 1 above and a requirement to comply with the occupancy requirements in that table.
- (d) A restriction on use of land under section 88E of the *Conveyancing Act 1919* is to be registered on the title of the dual use lots (Units 1122, 1126, 1128, 1202, 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, and 1328). The restriction is to provide that the dual use lots are to be used solely for tourist accommodation use between November and January each year.



Documents giving effect to the creation of the restriction on Use shall be submitted to the Council for approval prior to lodging with Land and Property Information NSW.

Tweed Shire Council is to be named in the instrument as the only party authorised to release, vary or modify the instrument.

Registered title documents showing the restriction must be submitted to and approved by Council.

The restriction on use and any associated documentation shall be prepared and registered at the sole cost of the applicant, including the reasonable costs of Council in obtaining legal advice on the restriction terms, the cost and expense of negotiating the terms and conditions of the restriction, producing documents or otherwise facilitating the preparation and registration of the required documents.

- (e) A plan shall be provided for review and approval by Council's Director of Planning of the basement car parking allocation, for the residential accommodation use.
 - (f) Visitor Parking for the residential accommodation use is to be provided in accord with the Plan 'Revised Parking Layout' 232-18-1.01 Issue E prepared by Vantage Planning 15/04/2019.
9. At least seven (7) days prior to commencement of any residential accommodation use, Council shall be notified in writing of the commencement date for such residential accommodation use including identification of the unit or units.
- 9.1 Prior to commencement of any residential accommodation use, the visitor parking spaces are to be line marked and sign posted as per the 'Revised Parking Layout' 232-18-1.01, Issue E prepared by Vantage Planning and dated 15/04/2019. Evidence confirming that the above works have been completed shall be submitted to Council to the satisfaction of the General Manager or their delegate.

Use

10. The use is to be conducted so as not to cause disruption to the amenity of the locality, particularly by way of the emission of noise, dust and odours or the like.
- [USE0125]
11. All externally mounted air conditioning units and other mechanical plant or equipment are to be located so that any noise impact due to their operation which may be or is likely to be experienced by any neighbouring premises is minimised. Notwithstanding this requirement all air conditioning units and other mechanical plant and or equipment is to be acoustically treated or shielded where considered necessary to the satisfaction of the General Manager or his delegate such that the operation of any air conditioning unit, mechanical plant and or equipment does not result in the emission of offensive or intrusive noise.
- [USE0175]
12. All externally mounted artificial lighting, including security lighting, is to be shielded to the satisfaction of the General Manager or his delegate where necessary or required so as to prevent the spill of light or glare creating a nuisance to neighbouring or adjacent premises.
- [USE0225]



13. The public swimming pool shall be operated in accordance with the Public Health Act 2010, Part 3 of the Public Health Regulation 2012 and the current NSW Health Public Swimming Pool and Spa Pool Advisory Document, NSW Ministry of Health 2012.

[USE0985]

14. Visitor parking spaces for the residential accommodation use shall be clearly marked on site between February and November.

GENERAL TERMS OF APPROVAL UNDER SECTION 10QB OF THE RURAL FIRES ACT 1997

15. The public reserve located to the immediate east of the development site (SP 76023) shall continue to be maintained to Inner Protection Area standards as outlined in Section 4.2.2 of Planning for Bushfire Protection: A Guide for Councils, Planners, Fire Authorities, Developers and Home Owners (2001).

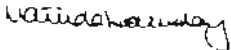
16. From the commencement of any residential accommodation use and in perpetuity, the entire property (SP 76023) shall be managed as an inner protection area (IPA) as outlined within Section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

17. DELETED

- 17A. An emergency and evacuation plan, addressing Section 4.2.4 of 'Planning for Bush Fire Protection 2006' shall be prepared for the dual use of Units 1122, 1126, 1128, 1202 1222, 1224, 1226, 1228, 1302, 1304, 1306, 1308, 1310 1312 1314, 1316, 1318, and 1328 as tourist accommodation (for a minimum 3 months, up to 12 months per year) or residential accommodation (for a maximum of 9 months per year), or the existing plan is to be amended to take into account such dual use. A copy of the plan shall be provided to the consent authority prior to commencement of any residential accommodation use.



The seal of The Owners – Strata Plan No. 76023
was affixed on 18 August 2021
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 18 August 2021
Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 18 August 2021
Solicitor, Kemps Petersons Legal Pty Ltd

This is the annexure marked "A" in the affidavit statutory declaration of Lisa Branson sworn at Sydney, New South Wales on the 18th August 2021 before me, Michelle Monica Kumar, a solicitor L13/1553:



.....

[signature of authorised witness]

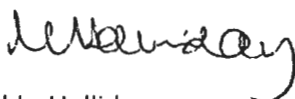
Approved Form 10
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

that the initial period has expired.

~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners – Strata Plan No. 76023
was affixed on 19 May 2021
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Matilda Halliday
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L



Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 71880

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer22/3420
Date of Issue: 21/11/2022
Fee Paid: \$62.00
Receipt No:

Your Reference:
eCustomer Reference: 10870
Property Description: Lot 19 SP 76023; No. 19/27-37 Bells Boulevard KINGSCLIFF

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and development control plans

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*
- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*
 - (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
 - (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*
- (4) *In this section—*

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Item 1(1)

The following local environmental planning instrument applies to the carrying out of development on the land:

Tweed Shire LEP 2014

The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 2 Coastal Management

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 2 Vegetation in non-rural areas

State Environmental Planning Policy (Planning Systems) 2021

Item 1(2)

The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:

There are no draft Local Environmental Plans currently applying to the subject land.

Item 1(3)

The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B9 - Tweed Coast Strategy

Section B26 - Kingscliff Locality Plan

ITEM 2

Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,
- (c) whether additional permitted uses apply to the land,
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
- (e) whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),
- (f) whether the land is in a conservation area, however described,
- (g) whether an item of environmental heritage, however described, is located on the land.

Item 2(a-c)

The subject land is within the following zone(s) and is affected by the following landuse table:

Zone SP3 Tourist

1 Objectives of zone

- To provide for a variety of tourist-oriented development and related uses.

2 Permitted without consent

Environmental facilities; Environmental protection works

3 Permitted with consent

Aquaculture; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Flood mitigation works; Food and drink premises; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Retail premises; Roads; Sewage treatment plants; Signage; Tourist and visitor accommodation; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems

4 Prohibited

Cellar door premises; Garden centres; Hardware and building supplies; Landscaping material supplies; Plant nurseries; Roadside stalls; Rural supplies; Specialised retail premises; Timber yards; Vehicle sales or hire premises; Any other development not specified in item 2 or 3

[End of Zone SP3 Table]

Item 2(d)

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

Not applicable.

Item 2(e) - Biodiversity Value:

The subject land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

Item 2(f) - Conservation Area:

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

Item 2(g) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

ITEM 3

Contributions Plans:

- (1) *The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.*
- (2) *If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 25 - SALT Open Space and Associated Car Parking

Section 94 Plan No 26 - Shirewide/Regional Open Space

ITEM 4

Complying Development

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*
- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Part 3 Housing Code

Yes. Complying Development under the Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 3A Rural Housing Code

Yes. Complying Development under the Rural Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 3B Low Rise Housing Diversity Code

Yes. Complying Development under the Low Rise Housing Diversity Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 3C Greenfield Housing Code

Yes. Complying Development under the Greenfield Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 4 Housing Alterations Code

Yes. Complying Development under the Housing Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 4A General Development Code

Yes. Complying Development under the General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5 Industrial and Business Alterations Code

Yes. Complying Development under the Industrial and Business Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5A Industrial and Business Buildings Code

Yes. Complying Development under the Industrial and Business Buildings Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 5B Container Recycling Facilities Code

Yes. Complying Development under the Container Recycling Facilities Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 6 Subdivisions Code

Yes. Complying Development under the Subdivisions Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 7 Demolition Code

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Part 8 Fire Safety Code

Yes. Complying Development under the Fire Safety Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

ITEM 5

Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*

- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Yes. Exempt Development may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

ITEM 6

Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
 - (a) *an affected building notice is in force in relation to the land, or*
 - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
 - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

ITEM 7

Land reserved for acquisition:

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

ITEM 8

Road Widening and Road Realignment:

- Whether the land is affected by road widening or road realignment under—*
- (a) *the [Roads Act 1993](#), Part 3, Division 2, or*
 - (b) *an environmental planning instrument, or*
 - (c) *a resolution of the council.*

Item 8(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3

of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

ITEM 9

Flood related development controls

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this section—*
- flood planning area** has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
- probable maximum flood** has the same meaning as in the Floodplain Development Manual.

Item 9(1-3)

- (1) The subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

Floodplain Risk Management Study

Council has adopted the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006. The subject land is not affected by this Policy.

- (2) The land or part of the land is not affected by the probable maximum flood.

ITEM 10

Council and other public authority policies on hazard risk restrictions

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*
- (2) *In this section—*
- adopted policy** means a policy adopted—
- (a) *by the council, or*
- (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

Bushfire:

The Council has adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard (see Item 11 below).

Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

Acid Sulfate Soils:

The subject land is identified as Class 4 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

Contamination:

Council has by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

Coastal Hazards:

This property is not affected.

Aircraft Noise

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

- **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

ITEM 11

Bush Fire Prone Land

- (1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*
- (2) *If none of the land is bush fire prone land, a statement to that effect.*

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 146(2) of the Environmental Planning and Assessment Act 1979, as amended.

ITEM 12

Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land is not known to be affected or listed on any register.

ITEM 13

Mine Subsidence:

Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

No

ITEM 14

Paper subdivision information

- (1) *The name of a development plan adopted by a relevant authority that—*
 - (a) *applies to the land, or*
 - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*
- (3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

ITEM 16

Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

ITEM 17

Biodiversity certified land:

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

Note—

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

Council is not aware of any Biodiversity Certifications on this site.

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

ITEM 19

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

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—

existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The subject site is not affected by any Annual Charges for coastal protection services under the *Local Government Act 1993*.

ITEM 20

Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or
- (d) in the “public safety area” on the [Public Safety Area Map](#), or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 does not apply to the land.

There are no historic development consents relating to Seniors Housing on the land.

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

(2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 does not apply to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

Item (3)

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,*
- (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

(a) Significantly Contaminated Land

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) Management Order

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Approved Voluntary Management Proposal

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) Ongoing Maintenance Order

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) Site Audit Statement

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

NOTE: *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.*

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 may provide advice on the following additional matters:

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.



TROY GREEN
GENERAL MANAGER

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