

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Land Register of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 • either *party* *serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply

**32 Residential off the plan contract**

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

64/9 Gunnamatta Avenue KINGSCLIFF NSW 2251

## SPECIAL CONDITIONS FORMING PART OF THIS CONTRACT

**Vendor: MILLWOOD FAMILY PTY LTD ACN 607 905 331 ATF MILLWOOD SUPER FUND**

**Purchaser:**

33. The standard printed form of Contract for Sale is varied by: -
- (a) Delete clause 5.2;
  - (b) Substituting "1%" in place of "5%" in clause 7.1.1;
  - (c) Substituting "7 days" in place of "fourteen days" in clause 7.1.3;
  - (d) Substituting "1%" in place of "10%" in clause 7.2.1;
  - (e) Substituting "7 days" in place of "fourteen days" in clause 8.1.3;
  - (f) For the purposes of clause 10, the vendor discloses all of the material appearing in the copy documents attached to this contract, whether specified on page 3 or not;
  - (g) Clause 10.1, 10.2 and 10.3 to be amended by inserting the words "or delay" after the word "terminate".
  - (h) Delete clause 11;
  - (i) Insert the following words at the end of clause 12:  
  
'In this clause *certificate* does not include a Building Information Certificate under any legislation. The Purchaser must not apply for a Building Information Certificate under any legislation without the prior written consent of the Vendor';
  - (j) Delete the words "the land was not subject to a special trust or owned by a non-concessional company" in Clause 14.4.2 and replace with the words "the land was subject to a special trust or owned by a non-concessional company";
  - (k) Delete clause 14.8;
  - (l) Delete clauses 23.6 and 23.7;
  - (m) Substituting "1%" with "10%" in clause 23.9.1;
  - (n) Replace the words "vendor" with "purchaser" in clause 23.13 and replace the words in 23.14 with the words "The Purchaser is to apply for the certificate"; and
  - (o) Delete clause 32.
34. Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion and in this regard, time will be of the essence.
35. If completion does not occur on or before the completion date as a result of any breach or default of the purchaser, the vendor, if ready, willing and able to complete on the completion date or at a later date, is entitled to recover from the purchaser in addition to all and any rights and claims, as liquidated damages payable on completion the sum

of three hundred and thirty dollars (\$330.00) inclusive of GST to cover legal costs incurred as a consequence of a Notice to Complete being served upon the purchaser, and this sum is agreed as a pre-estimate of those legal expenses, and same is agreed to be allowed upon completion by the purchaser and this claim is acknowledged by the purchaser as an essential term of this agreement.

36. The purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate or delay settlement in this regard.
37. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that party then any one of them) prior to completion: -
  - (a) Dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
  - (b) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
38. The purchaser must pay all stamp duties (including all penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Revenue NSW in relation to those duties. This right continues after completion.
39.
  - 39.1 If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the property or any part thereof any mortgage, writ or caveat, the purchaser will if so required by the vendor accept a discharge or withdrawal of the dealing so far as the same relates to the property provided that such discharge or withdrawal is duly executed and in registrable form and the registration fees payable are allowed by the vendor to the purchaser.
  - 39.2 The vendor will not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this contract is effected. The vendor will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the property for any rate, tax or outgoing.
40. Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other rights which the vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

41. In the event that: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The vendor terminates this Agreement;

then the vendor shall be entitled to recover from the Purchaser the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contract. This Clause shall not merge on termination of this Agreement.

42. 42.1 If required by the vendor the Purchaser(s) gives to the vendor permission to use the deposit, or part thereof, as a deposit on the purchase of another property and/or for the use as stamp duty payable on the purchase contract or as an entry fee/deposit or ingoing contribution fee/deposit into a Retirement Village or Facility.

42.2 If the vendors require the use of the deposit, or part thereof, for the purpose aforesaid the stakeholder is hereby given permission by the parties to the contract to release the deposit, or part thereof, to the vendors for such purpose.

43. In addition to any other provisions herein contained, a notice or document shall be sufficiently served for the purposes of this agreement if the notice or document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
- (b) the time of dispatch is not before 5.00 p.m. (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

44. Subject to any statutory warranty the Purchaser acknowledges that he does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied upon his own enquiries relating to any inspection of the property, the zoning and inclusions. The Purchaser further acknowledges that he accepts the property and inclusions in their present state and condition as to which the Vendor make no warranty whatsoever and the Purchaser will make no objection requisition or claim for compensation with regard to the state of repair or lack thereof, including fencing, to the property or the inclusions.

45. The parties agree to adjust the usual outgoings and all amounts under the Contract on settlement but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error within seven (7) days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.

46. The Vendor disclose that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.
47. The purchaser warrants: -
  - (a) that if the Purchaser is a natural person he is ordinarily resident in Australia; and whether the Purchaser is a natural person or a corporation;
  - (b) that the provisions of the Foreign Acquisitions and Takeover Act, 1975 do not apply to the Purchaser nor to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29th September, 1987. In the event that the Foreign Acquisitions and Takeover Act, 1975 applies to the Purchaser and to this transaction, in breach of the warranty contained in this Clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof (including any loss by way of forfeiture of deposit, damages or otherwise) suffered by the Vendor through consequential default on the purchase of another property. This warranty and indemnity shall not merge on completion.
48. The Vendor is not in possession of a Survey Report of the subject property and no objection, requisition or claim for compensation shall be made by the Purchaser if it should be found that there are any Survey discrepancies or encroachments by or upon the subject property or that there is any contravention of the Local Government Act or Ordinances in regard to the distance from the boundaries, wall, eaves or gutters of the buildings erected thereon. This clause shall not merge on completion.
49. The parties acknowledge that the surrounding common property of the subject property contains two (2) swimming pools and/or spa and that a compliance certificate in respect of each pool is annexed hereto. The Purchaser warrants that no objection, requisition or any claim whatsoever shall be made by the Purchaser in relation to the swimming pool and/or spa or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.
50. The Purchaser acknowledges that all items listed on the Inventory annexed hereto form part of the subject property and accepts all items in their present condition and state of repair with all faults latent and patent subject to fair wear and tear and cannot make a claim or requisition or rescind or terminate or delay settlement in this regard.
51. The Purchaser warrants that it was not introduced to the Vendor of the property by any real estate agent except the agent (if any) named in the Contract and the Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such claim. It is agreed that these indemnities shall not merge on completion.
52. In the event that settlement does not take place at the first scheduled date for any reason other than through the fault of the vendor, then the Purchaser shall be liable for a re-scheduling fee of \$150.00 plus GST each time settlement is delayed.
53. The Purchaser acknowledges that the only form of general requisition on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of the standard printed form of this Contract shall be in the form of the Requisitions on Title annexed hereto.



54. In the event that the Purchaser is a company: -
- (a) The persons in whose presence the common seal purports to have been affixed or who have purported to sign on behalf of the company warrant that the company has been incorporated and in the event of the company not being so incorporated the persons in whose presence the common seal purports to have been so affixed or who have purported to sign on behalf of the company shall be personally liable under this contract, both jointly and severally as if they had been named herein as the purchaser; or
  - (b) If the purchaser company is so incorporated, the persons in whose presence the common seal purports to have been affixed or who have purported to sign on behalf of the company hereby guarantee the performance by the purchaser company of its obligations as contained within this contract and the said persons hereby indemnify the Vendor, both jointly and severally, for any loss caused as a result of any breach of same by the purchaser company.
55. If the Purchaser is entering into this Contract as a trustee of a trust, then the Purchaser warrants and represents to the Vendor that: -
- (c) the Purchaser is the only trustee of the trust and will remain as trustee of the trust until completion;
  - (d) no action has been taken to remove it as trustee of the trust;
  - (e) the Purchaser has power under the trust deed to enter into and observe its obligations under this Contract and it has entered into this Contract in its capacity as trustee of the trust;
  - (f) it has in full force and effect the authorisations necessary to make this Contract, perform the obligations under this Contract and allow this Contract to be enforced (including under the trust deed and the Purchaser's constitution);
  - (g) the Purchaser has or will have access to the investments, cash and other property actually vested in the Purchaser or received by it from time to time in accordance with the provisions of the trust deed in relation to liabilities incurred under this Contract;
  - (h) the Purchaser is not in default under the trust deed; and
  - (i) no action has been taken or proposed to terminate the trust.
56. In case any one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect, the validity legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
57. In the event of any conflict between the provisions of these special conditions and those contained in the printed conditions to this agreement, these special conditions shall prevail.

.....  
Vendor

.....  
Purchaser

## Mantra 2216 – Inventory

### Entrance Hall

- 1 x wall art

### Living/Dining

- 2 x wall art
- Round dining table
- 2 x glass vases
- 3 x timber dining chairs
- 2 seater sofa bed
- 1 x single arm chair
- 3 x scatter cushions
- 1 x coffee table with decorative bowl
- Flat screen tv with remote
- 2 x small coffee tables

### Outdoor

- 2 x sunlounges
- Round outdoor table
- 2 x outdoor chairs

### Kitchen

- Cutlery set
- Various utensils
- White LG microwave
- F&P dishwasher
- F&P oven
- F&P ceramic cooktop
- Westinghouse fridge/freezer
- Kettle
- Toaster
- Saucepans x 3
- Frying pan
- Cutting board x1
- 4 x wine glasses
- White dinner set
- 4 glasses
- 4 coffee cups
- Glass jug
- Grater
- 2 x salad bowls
- 1 x colander
- 4 x champagne glasses
- Dinner plate & Bowl set x 4

### Laundry

- Westinghouse washing machine
- F&P clothes dryer
- Mop
- Broom

#### Main Bed

- Hotel style king bed ensemble
- 2 x bedside tables
- 2 x lamps
- 5 x scatter cushions
- 1 x wall art
- 1 x single arm chair
- 1x chest of drawers
- 1x Hisence TV
- Safe
- White drawers
- Iron & ironing board

#### Ensite

- Waste bin
- Toilet brush
- Hair dryer

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1966 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 64/SP73905

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SEARCH DATE	TIME	EDITION NO	DATE
22/8/2023	9:42 AM	5	5/12/2017

LAND

-----

LOT 64 IN STRATA PLAN 73905  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

MILLWOOD FAMILY PTY LTD (T AM937640)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73905
- 2 SP73905 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





FOLIO: CP/SP73905

SEARCH DATE	TIME	EDITION NO	DATE
22/8/2023	9:42 AM	11	7/7/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73905  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1113023

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73905  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- BCS STRATA MANAGEMENT PTY LTD  
LOCKED BAG 22  
HAYMARKET NSW 1238

SECOND SCHEDULE (27 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP73905
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1113023
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP73905
- 5 DP1066477 EASEMENT TO DRAIN WATER 6 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1066477 RIGHT OF ACCESS 20.2 METRES WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1075495 EASEMENT TO DRAIN SEWAGE 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1075495 EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1075495 EASEMENT TO DRAIN SEWAGE 3.5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1075495 RIGHT OF CARRIAGEWAY 19 METRES WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

- 11 DP1076062 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
- 12 DP1076062 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1076062 EASEMENT FOR INSTALLATION OF SERVICES AFFECTING THE WHOLE OF THE LAND
- 14 DP1076062 RIGHT OF VEHICULAR AND PERSONAL ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 SP73905 RIGHT OF PERSONAL ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1101905 EASEMENT FOR USE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1101905
- 17 DP1107916 RIGHT OF PERSONAL ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1107916
- 18 DP1107917 RIGHT OF PERSONAL ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1107917
- 19 AC821549 LEASE TO OUTRIGGER AUSTRALIA (NSW) PTY LTD OF THE PART SHOWN HATCHED IN PLAN (PAGE 15) WITH AC821549. EXPIRES: 16/2/2015. OPTION OF RENEWAL: 4 PERIODS OF 10 YEARS EACH.
- 20 AD651496 LEASE TO STELLA AUSTRALIA (NSW) PTY LTD OF THE PART SHOWN CROSS HATCHED IN PLAN (PAGE 21) WITH AD651496. EXPIRES: 10/2/2015. OPTION OF RENEWAL: 4 PERIODS OF 10 YEARS EACH.
- 21 DP1113023 THIS SCHEME IS NOW COMPRISED WITHIN LOT 923 IN DP1113023
- 22 AE580504 CHANGE OF UNIT ENTITLEMENT
- 23 AH951689 LEASE TO OPTUS MOBLIE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2015. EXPIRES: 21/10/2020.
- 24 AH951690 LEASE TO OPTUS MOBILE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2020. EXPIRES: 21/10/2025.
- 25 AH951691 LEASE TO OPTUS MOBILE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2025. EXPIRES: 21/10/2030.
- 26 AQ218980 CONSOLIDATION OF REGISTERED BY-LAWS
- 27 AQ218980 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907)

STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 39	2	- 49	3	- 49	4	- 39
5	- 48	6	- 39	7	- 49	8	- 39
9	- 49	10	- 54	11	- 54	12	- 49
13	- 39	14	- 49	15	- 49	16	- 39

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907) (CONTINUED)

STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 48	18	- 48	19	- 48	20	- 48
21	- 48	22	- 39	23	- 49	24	- 39
25	- 49	26	- 54	27	- 54	28	- 49
29	- 39	30	- 49	31	- 39	32	- 39
33	- 39	34	- 39	35	- 39	36	- 39
37	- 39	38	- 48	39	- 48	40	- 48
41	- 47	42	- 50	43	- 37	44	- 37
45	- 37	46	- 37	47	- 46	48	- 46
49	- 37	50	- 37	51	- 37	52	- 37
53	- 37	54	- 37	55	- 48	56	- 40
57	- 49	58	- 40	59	- 48	60	- 49
61	- 49	62	- 49	63	- 48	64	- 40
65	- 50	66	- 50	67	- 54	68	- 42
69	- 54	70	- 40	71	- 49	72	- 49
73	- 39	74	- 49	75	- 49	76	- 49
77	- 49	78	- 48	79	- 40	80	- 49
81	- 40	82	- 49	83	- 54	84	- 54
85	- 49	86	- 40	87	- 49	88	- 49
89	- 39	90	- 49	91	- 49	92	- 49
93	- 49	94	- 48	95	- 40	96	- 49
97	- 40	98	- 49	99	- 54	100	- 54
101	- 49	102	- 40	103	- 49	104	- 40
105	- 39	106	- 39	107	- 39	108	- 39
109	- 39	110	- 39	111	- 48	112	- 48
113	- 48	114	- 48	115	- 50	116	- 37
117	- 37	118	- 37	119	- 37	120	- 46
121	- 46	122	- 37	123	- 37	124	- 37
125	- 37	126	- 37	127	- 37	128	- 61
129	- 37	130	- 37	131	- 46	132	- 46
133	- 50	134	- 49	135	- 40	136	- 50
137	- 40	138	- 49	139	- 50	140	- 50
141	- 50	142	- 49	143	- 40	144	- 50
145	- 50	146	- 55	147	- 42	148	- 55
149	- 40	150	- 50	151	- 50	152	- 40
153	- 49	154	- 49	155	- 49	156	- 49
157	- 49	158	- 40	159	- 50	160	- 40
161	- 50	162	- 55	163	- 55	164	- 50
165	- 40	166	- 50	167	- 49	168	- 40
169	- 49	170	- 49	171	- 49	172	- 49
173	- 48	174	- 40	175	- 50	176	- 40
177	- 50	178	- 55	179	- 55	180	- 50
181	- 40	182	- 50	183	- 40	184	- 40
185	- 40	186	- 40	187	- 40	188	- 40
189	- 39	190	- 49	191	- 49	192	- 49

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP73905

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907) (CONTINUED)

STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
193	- 49	194	- 50	195	- 38	196	- 38
197	- 38	198	- 38	199	- 47	200	- 47
201	- 38	202	- 38	203	- 38	204	- 38
205	- 38	206	- 38	207	- 38	208	- 47
209	- 38	210	- 38	211	- 47	212	- 47
213	- 50	214	- 330	215	- NOW CP		

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

Mills Sale Kingscliff

PRINTED ON 22/8/2023

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

**Approved Form 28**

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

**Strata Management Statement**

**SP73905**

TERMS OF INSTRUMENT NOT CHECKED IN  
LAND AND PROPERTY INFORMATION

**REGISTERED**  *25.11.2004*

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## **PART 1**

### **The Complex and the strata management statement**

#### **1. About The Complex**

1.1 The Complex has two 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:

<b>Component</b>	<b>Owner</b>
Apartments	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 affect as an agreement under seal.

2.2 The following persons must comply with this management statement:

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



## **PART 2**

### **The Committee**

#### **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 Apartments Owners Corporation;
- (b) 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 6 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;
- (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.

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.

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 licenses 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.

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
  - (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:

- (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.

## **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.

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**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.

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.

17.7 Further to clauses 17.3 – 17.6 (inclusive), an Owner, Occupier or Representative of the Retail may have access to the basement of the Apartments for the purposes of replacing, inspecting, cleaning, repairing, maintaining or renewing the Utility Infrastructure of any Service that is located on the Apartments that exclusively services the Retail subject to the conditions that:

- (a) the Apartments Lot is disturbed as little as possible; and

- (b) any excavated surface is restored as nearly as possible to its original state; and
- (c) any other damage attributable to the operations or work referred to in this clause is repaired at the cost of the party who carries out such work.

Except in an emergency, the Representative, Owner or Occupier of the Retail must give the Representative of the Apartments 24 hours notice of its intention to enter the basement of the Apartments Lot to exercise any of its rights under this clause. The times that a Representative, Owner or Occupier of the Apartments Lot is entitled to carry out any work in the basement of the Apartments under this clause shall be as reasonably agreed to by the Representative of the Apartments and the relevant Representative, Owner or Occupier of the Retail Lot.

- 17.8
- (a) An Owner or Occupier of a Lot in the Retail may install additional Utility Infrastructure in the basement of the Apartments Lot for the purposes of providing Services to a Lot in the Retail in accordance with this clause 17.8.
  - (b) The Owner or Occupier wishing to install the additional Utility Infrastructure in accordance with this clause 17.8 must first obtain the written consent of the Representative of the Apartments to the installation of the additional Utility Infrastructure. The consent of the Representative of the Apartments must not be unreasonably withheld or delayed but the Representative of the Apartments may impose reasonable conditions in connection with the installation of the additional Utility Infrastructure including in relation to the nature, type, size or location of the additional Utility Infrastructure and the manner in which the additional Utility Infrastructure will be installed.
  - (c) The Owner or Occupier of the Retail installing the additional Utility Infrastructure must, in relation to the additional Utility Infrastructure:
    - (i) indemnify the Apartments Owner's Corporation and each owner of the Apartments from all liability and costs in connection with the additional Utility Infrastructure;
    - (ii) make good any damage caused to an Apartments Lot by the installation of the additional Utility Infrastructure.
  - (d) The cost of installing the additional Utility Infrastructure is to be borne solely by the Owner or Occupier of the Retail who enjoys the benefit of the additional Utility Infrastructure.
  - (e) For the purposes of this clause 17.8, installing additional Utility Infrastructure shall include enhancing the capacity of existing Utility Infrastructure.

**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.

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## **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.

#### **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 both 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
- 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 both Financial Members (or if there is only 1 Financial Member, that Financial Member).
- 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.



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- 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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### **Part 5**

### **Financial management**

#### **27. What funds may the Committee establish?**

27.1 The Committee may establish:

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

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

27.3 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.

#### **28. Preparing budgets**

28.1 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.

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

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

#### **29. Determining contributions**

29.1 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 28.

29.2 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 28; and
- (b) the current audited financial statement prepared according to clause 28; and
- (c) the current financial statement prepared according to clause 30.

**29.3 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.

**29.4 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.

**30. 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.

**31. Paying contributions**

**31.1 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.

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

**32. Banking money and interest on accounts**

**32.1 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.

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

32.3 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.

### **33. Late payments and discount**

33.1 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.

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

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

33.4 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).

## Part 6 Shared Facilities

### 34. What are Shared Facilities?

34.1 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.

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

34.3 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.

34.4 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.

34.5 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.

- 34.6 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.
- 34.7 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.
- 34.8 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.
- 34.9 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.
- 34.10 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.
- 34.11 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.

## **35. Changing and adding to Shared Facilities**

35.1 The Committee may by Unanimous Resolution:

- (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.

35.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

## 36. Changing the costs for Shared Facilities

36.1 The Committee may by Unanimous Resolution 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 35;
- (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.

36.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

## 37. Using approved contractors

37.1 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.

37.2 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.

37.3 The Committee may make a decision to approve a contractor in its absolute discretion.

**38. Damage to Shared Facilities**

A Member, an Owner and an Occupier must:

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

**39. Security at the Complex**

- 39.1 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).
- 39.2 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.
- 39.3 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.
- 39.4 Security Keys belong to the Committee.
- 39.5 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.
- 39.6 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.



## **Part 7**

### **Miscellaneous**

#### **40. How to resolve disputes**

- 40.1 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.
- 40.2 The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this clause.
- 40.3 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.
- 40.4 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.
- 40.5 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.

- 40.6 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.
- 40.7 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.
- 40.8 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.
- 40.9 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.
- 40.10 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.
- 40.11 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.
- 40.12 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.

40.13 The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

40.14 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.

## **41. Serving and receiving notices**

41.1 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.

41.2 The current address and facsimile number of the Members, Representatives and Substitute Representatives are those supplied under clause 22.

41.3 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).

41.4 A post notice or communication is received on the third day after it was posted.

41.5 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.

41.6 Notices and other documents must be served on the Committee in accordance with clause 41.1. 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.

---

**42. Amendments to this Strata Management Statement**

42.1 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.

**43. Fire-Rated Walls, Floors and Ceilings**

43.1 Certain parts of the Complex (including the boundary walls between the Apartments and the Retail) contain fire-rated walls, floors and ceilings.

43.2 No Member, Owner and/or Occupier shall make any penetration to a fire-rated wall, floors or ceiling without the consent of the Committee.

43.3 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

### 44. Meaning of words

In this management statement unless the contrary intention appears:

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

**Apartments** is the strata scheme created on subdivision by strata plan of lot 920 in DP 1076062.

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

**Architectural Code** is the architectural code adopted by the Committee.

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

**Complex** is the land and buildings in lot 170 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 Apartments, common property in the Apartments and the personal property of the Apartments Owners Corporation;
- (b) for the Retail, common property in the Retail and the personal property of the Retail Owners Corporation; and

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

**Financial Member** is a Member 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 or a Stratum Lot.

**Members are:**

- (a) the Apartments Owners Corporation;
- (b) 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 Lot 921 in DP 1076062.

**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.

**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 strata lot in the Apartments or 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.

## 45. Interpretation

45.1 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.

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

45.3 The singular includes the plural and vice versa.

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

45.5 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.

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

## **SCHEDULE 1**

### **List of Shared Facilities and Division of Costs of Shared Facilities**


The percentages in columns 5 and 6 represent the percentage of the total cost for each Shared Facility that each Member must pay.

<b>No.</b>	<b>Shared Facility</b>	<b>Description</b>	<b>Location</b>	<b>Apartments</b>	<b>Retail</b>
1.	<b>Strata Manager</b>	Functions in accordance with clause 7 of this management statement.	Not applicable	90%	10%
2.	<b>Caretaker</b>	Functions in accordance with clause 8 of this management statement.	Not applicable	90%	10%
3.	<b>Fire Services</b>	Fire sprinkler system, fire hydrants, fire alarm monitoring and warning system, emergency lighting and exit signage.	Throughout the complex.	90%	10%
4.	<b>External Carpark</b>	On-grade carpark	On natural ground level of the Apartments (on Western side of Apartments).	90%	10%
5.	<b>Electrical Distribution Main Switch-board and Distribution System</b>	Electricity mains, electricity boards, electricity risers and associated equipment provided before the meters.	In basement of Apartments	90%	10%
6.	<b>Lighting</b>	Lighting and power supply.	Throughout the Complex.	85%	15%
7.	<b>Sewer Drainage System</b>	Sewer drainage pipes and associated infrastructure.	Throughout the Complex	90%	10%
8.	<b>Storm water</b>	Storm water pipes and associated infrastructure.	Throughout the Complex	90%	10%
9.	<b>Loading Dock</b>	Loading dock and hard stand area.	Ground level, northern side of Complex	50%	50%
10.	<b>Mechanical Services</b>	Exhaust ventilation	Toilet facilities on ground level on western side of Complex	50%	50%
11.	<b>Garbage</b>	Garbage receptacles and/or compactor.	Ground level, northern side of Complex	50%	50%
12.	<b>Service Deck</b>	Service deck (excluding plant and equipment).	Above loading dock	30%	70%

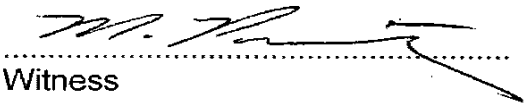


**EXECUTION PAGE**

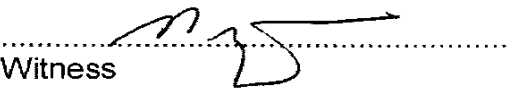
Executed by South Kingscliff )  
Developments Pty Ltd ACN 098 )  
968 266 by its duly appointed )  
Attorney JAMIE TREVOR BOLIC )  
under Power of Attorney Number )  
Book 4430 No. 878 who certify )  
they have no notice of revocation )  
of the said power of attorney in the )  
presence of: )

  
.....  
Witness

Executed by Capital Finance )  
Australia Limited ACN 069 663 136 )  
by its duly appointed attorneys \_\_\_\_ )  
and \_\_\_\_\_ )  
under Power of Attorney Number )  
Book 4288 No 968 )  
who certify they have no notice of )  
revocation of the said power of )  
attorney in the presence of: )


  
.....  
Witness

Executed by City Pacific Limited )  
ACN 079 453 955 by its duly )  
appointed attorneys Stuart )  
and Handley Kissick )  
under Power of Attorney Number )  
Book 4424 No 979 )  
who certify they have no notice of )  
revocation of the said power of )  
attorney in the presence of: )

  
.....  
Witness


TERMS OF INSTRUMENT NOT CHECKED IN  
LAND AND PROPERTY INFORMATION

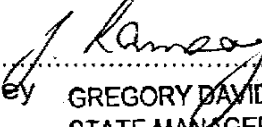


  
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Attorney

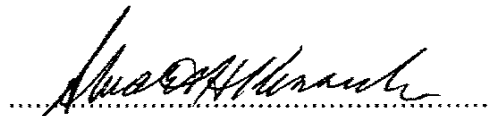
MATTHEW CRAIG WILLIAMS  
.....  
Print Name

34-36 GLENFERRIE DRIVE  
.....  
Address ROBINA, 4226

  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

**MARGARET PARTRIDGE**  
.....  
Print Name  
**LEVEL 10, 127 CREEK ST**  
**BRISBANE QLD 4000**  
.....  
Address

  
.....  
Attorney

~~.....~~  
~~Attorney~~  
  
Norm Forston  
.....  
Print Name  
34-36 Glenferrie Dr Robina QLD  
.....  
Address

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

## SP73905

Subdivision covered by Council's Certificate No  
~~SSCOA/0061~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina Qld 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 – 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

### Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Right of personal access	Common Property	Lot 921 in DP 1076062
2	Restriction(s) on the use of land	Each lot	Tweed Shire Council

### Part 2 (Terms)

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:
  - 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "A".
  - 1.2 The owner of the lot which obtains the benefit of the right of personal access must carry out the obligations in respect of the right of personal access referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the owner of the lot burdened. Any plant and equipment located on the easement area shall be maintained and repaired by the owner of the lot which benefits from such plant and equipment at its cost.

# SP73905

(Sheet 2 of 3 sheets)

2. Terms of Restriction on Use secondly referred to in the abovementioned plan:

Occupation or use of each lot burdened must not commence until a final occupation certificate under Section 109M of the Environmental Planning and Assessment Act 1979 permitting occupation or use of that lot has been issued in accordance with the relevant development consent

Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

South Kingscliff Developments Pty Ltd ACN098 968 266

Name of Person whose consent is required to release, vary or modify restriction secondly referred to in the abovementioned plan:

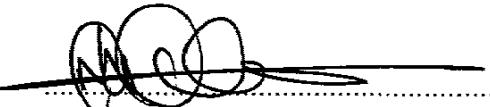
Tweed Shire Council

Name of Person empowered to release, vary or modify restriction secondly referred to in the abovementioned plan:

Tweed Shire Council

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 )

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 by its duly appointed attorney ANTHONY WILLIAM HICKEY/BRADLEY JAMES ~~SALE/JAMIE TREVOR BOLIC~~ under Registered Power of Attorney Book 4379 No. 179 who certifies that he has received no notice of revocation of such Power of Attorney. \*4430 No 878


  
.....  
Sole Director and Sole Secretary  
Witness



MATTHEW CRAIG WILLIAMS

Print Name  
34-36 OpenferMK Dr Robina Qld 4226

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys )

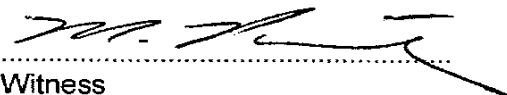
  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

and )  
under Power of Attorney Number )


Book 4288 No 968 )

  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

who certify they have no notice of revocation of the said power of attorney in the presence of:

  
.....  
Witness

**MARGARET PARTRIDGE**  
.....  
Print Name



# SP73905

(Sheet 3 of 3 sheets)

Executed by City Pacific Limited ACN )  
079 453 955 as trustee by its )  
only appointed attorney )  
Stuart Handley Kissick )  
under power of attorney )  
Book 4424 No 979 who declares )  
he has no notification of the )  
revocation of the power of attorney )

~~Sole Director & Sole Secretary/Director~~

*[Signature]*  
.....  
Director/Secretary  
Attorney

*[Signature]*  
.....  
Witness  
Norm Forster

Print Name  
3A-36 GLENFERRIE DRIVE,  
ROBINA, Q.D., 4226.

Print Name

*[Signature]*  
.....  
Tweed Shire Council  
Authorised Person/General Manager



*[Handwritten initials]*

FOR SIGNATURES, SEALS AND CERTIFICATES  
SEE SIGNATURES FORM.

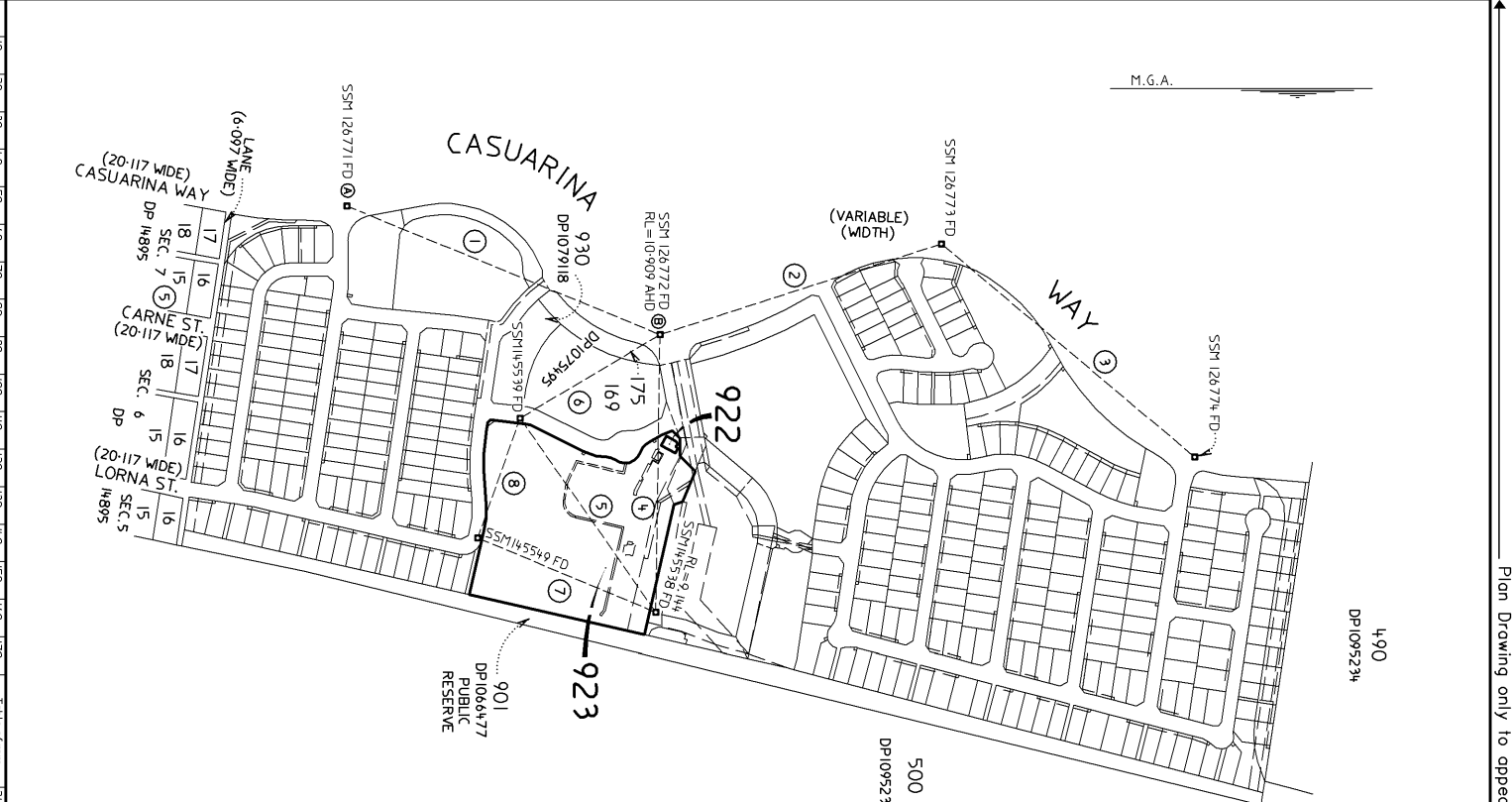
**Department of Lands Approval**  
In approving this plan I certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
I, **(Authorised Officer)**  
and all necessary approvals in regard to the direction of the form shown hereon have been given.

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**File no.:** \_\_\_\_\_  
**Office:** \_\_\_\_\_

**Subdivision Certificate**  
I certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
**SUBDIVISION** \_\_\_\_\_ set out hereon  
(Name of subdivision or "name road")

**SEE SIGNATURES FORM.**  
\*Authorised Person/General Manager/ Accredited Certifier  
Consent Authority: **Tweed Shire Council**  
Date of Endorsement: **6th July 2007**  
Accreditation no.: **SC07/0022**  
File no.: **DA 06/1937**

**WARNING: THIS PLAN IS TO BE REGISTERED ELECTRONICALLY IN THE LAND TITLE OFFICE. IT SHOULD INCLUDE A SIGNATURE IN AN ELECTRONIC OR DIGITAL FORMAT APPROVED BY THE REGISTRAR-GENERAL.**  
\* Details which are inapplicable



**CONNECTIONS**

LINE	BEARING	DIST.
1	22°19'55"	340.998
2	346°20'08"	315.555
3	4°05'10"	353.098
4	90°51'42"	296.213
5	2°35'01"	252.789
6	129°11'23"	173.866
7	202°38'37"	206.001
8	289°29'08"	135.602

**AHD71 HEIGHTS**

SURVEYING REGULATION 2001: CLAUSE 46 & 47	MARK	EASTING	NORTHING	HEIGHT	CLASS	ORDER
SOURCE: AHD 71 HEIGHTS ADOPTED FROM S.C.I.M.S. 13/4/2007	SSM 126772	10.909	9.144	10.909	L3	2
	SSM 145538			9.144	B	1

**MGA CO-ORDINATES**

SURVEYING REGULATION 2001: CLAUSE 32 (2)	MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 13/4/2007 CONV. SCALE FACTOR 0.9996 38	SSM 126771	556.308879	6.871635621	56	A	1
	SSM 126772	556.445994	6.871969414	56	C	3
	SSM 126773	556.349219	6.872289439	56	C	3
	SSM 126774	556.576469	6.872539466	56	C	3
	SSM 145538	556.742099	6.871944965	56	C	3

**PERMANENT MARK COMPARISONS**

LINE	BEARING-DIST (TGA GROUND)	BEARING-DIST (SURVEY)
SSM126771-SSM126772	22°19'55" 340.988	22°19'55" 340.994
SSM126772-SSM126773	346°20'08" 315.551	346°20'08" 315.555
SSM126773-SSM126774	4°05'10" 353.097	4°05'10" 353.098
SSM126772-SSM145538	90°51'42" 296.215	90°51'42" 296.213
SSM145538-SSM145539	2°35'01" 252.788	2°35'01" 252.789
SSM145539-SSM126772	329°11'16" 173.885	329°11'16" 173.886
SSM145539-SSM145549	202°38'37" 206.002	202°38'37" 206.001
SSM145549-SSM145539	289°29'08" 135.6	289°29'08" 135.602

**Registered:** 18.3.2008  
**C.A.:** SEE CERTIFICATE  
**Title System:** TORRENS  
**Purpose:** SUBDIVISION  
**Ref. Map:** X5467-44#  
**Last Plan:** DP1076062, SP73905

**PLAN OF STRATUM SUBDIVISION OF COMMON PROPERTY IN SP73905**

**LGA:** TWEED  
**Locality:** KINGSCLIFF  
**Parish:** CUDGEN  
**County:** ROUS

This is sheet 1 of a total of 6 sheets.  
(See if inapplicable).

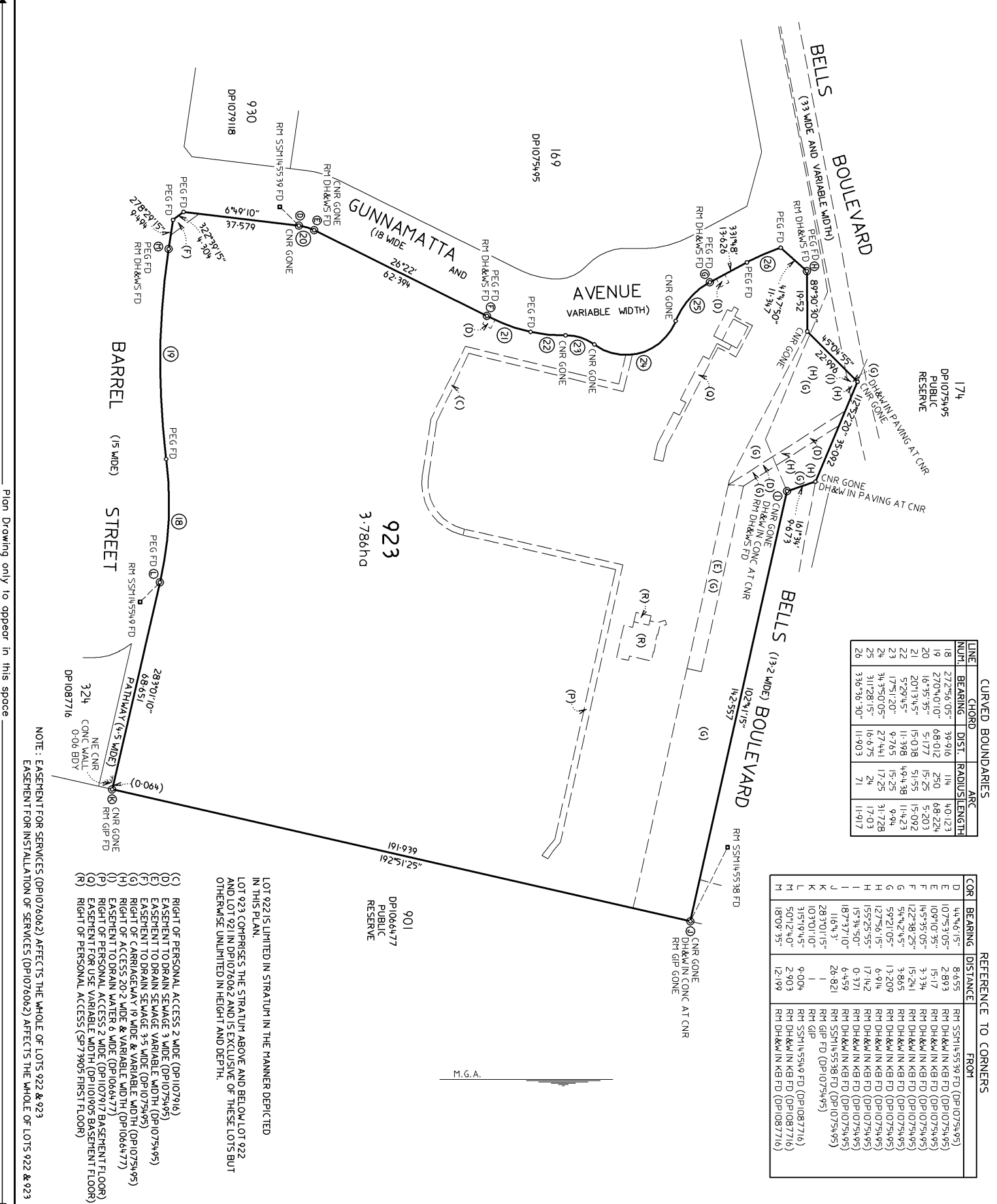
**Registered Under:** Survey Regulation, 2001  
**Surveyor:** GEORGE JAMES THOMPSON  
**Surveyor Registered Under:** Survey Regulation, 2001  
**Plans used in preparation of survey/compilation:** DP1064477, DP1075195, DP1076062, DP1079118, DP1087716, SP73905

**PANEL FOR USE ONLY:** For statements of intention to dedicate public reserves, easements, public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

**DP PAPER RETAIN 2013**

Plan \*OFFICE USE ONLY  
**DP1113023**

Table of mm 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



**CURVED BOUNDARIES**

LINE	BEARING	CHORD	DIST.	RADIUS	LENGTH
18	272°56'05"	39.916	114	40.123	
19	270°40'10"	68.012	250	68.224	
20	16°35'38"	5.177	15.25	5.203	
21	201°14'5"	15.038	51.55	15.092	
22	52°04'5"	11.998	49.438	11.423	
23	17°31'20"	27.441	15.23	9.94	
24	31°28'15"	16.675	17.25	31.728	
25	31°28'15"	16.675	17.25	17.03	
26	336°36'30"	11.903	71	11.917	

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
D	14°46'18"	8.455	RM SSIH45539 FD (DP1075495)
E	107°53'10"	2.893	RM DH&M IN KB FD (DP1075495)
F	107°10'35"	5.177	RM DH&M IN KB FD (DP1075495)
G	145°38'05"	3.334	RM DH&M IN KB FD (DP1075495)
H	122°38'25"	15.241	RM DH&M IN KB FD (DP1075495)
I	59°21'05"	3.865	RM DH&M IN KB FD (DP1075495)
J	59°21'05"	13.209	RM DH&M IN KB FD (DP1075495)
K	127°56'15"	6.914	RM DH&M IN KB FD (DP1075495)
L	159°25'58"	17.142	RM DH&M IN KB FD (DP1075495)
M	157°34'50"	0.371	RM DH&M IN KB FD (DP1075495)
N	187°37'10"	6.459	RM DH&M IN KB FD (DP1075495)
O	116°41'31"	26.821	RM SSIH45538 FD (DP1075495)
P	103°10'10"	1	RM GIP FD (DP1075495)
Q	315°19'45"	9.004	RM SSIH45539 FD (DP1082716)
R	50°12'40"	2.903	RM DH&M IN KB FD (DP1082716)
S	180°45'35"	12.199	RM DH&M IN KB FD (DP1082716)

LOT 922 IS LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.  
 LOT 923 COMPRISES THE STRATUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.

- (C) RIGHT OF PERSONAL ACCESS 2 WIDE (DP1107916)
- (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (F) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (G) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (H) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (I) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (J) RIGHT OF PERSONAL ACCESS 2 WIDE (DP1107917 BASEMENT FLOOR)
- (K) EASEMENT FOR USE VARIABLE WIDTH (DP1101905 BASEMENT FLOOR)
- (L) RIGHT OF PERSONAL ACCESS (SP79905 FIRST FLOOR)
- (M)
- (N)
- (O)
- (P)
- (Q)
- (R)
- (S)

NOTE: EASEMENT FOR SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923  
 EASEMENT FOR INSTALLATION OF SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923

DP1113023

Registered: 18.3.2008

This is sheet 2 of my plan in 6 sheets dated 16/4/2007

SEE SIGNATURES FORM.

Surveyor registered under Surveying Act, 2002

This is sheet 2 of the plan of 6 sheets covered by subdivision certificate No. of

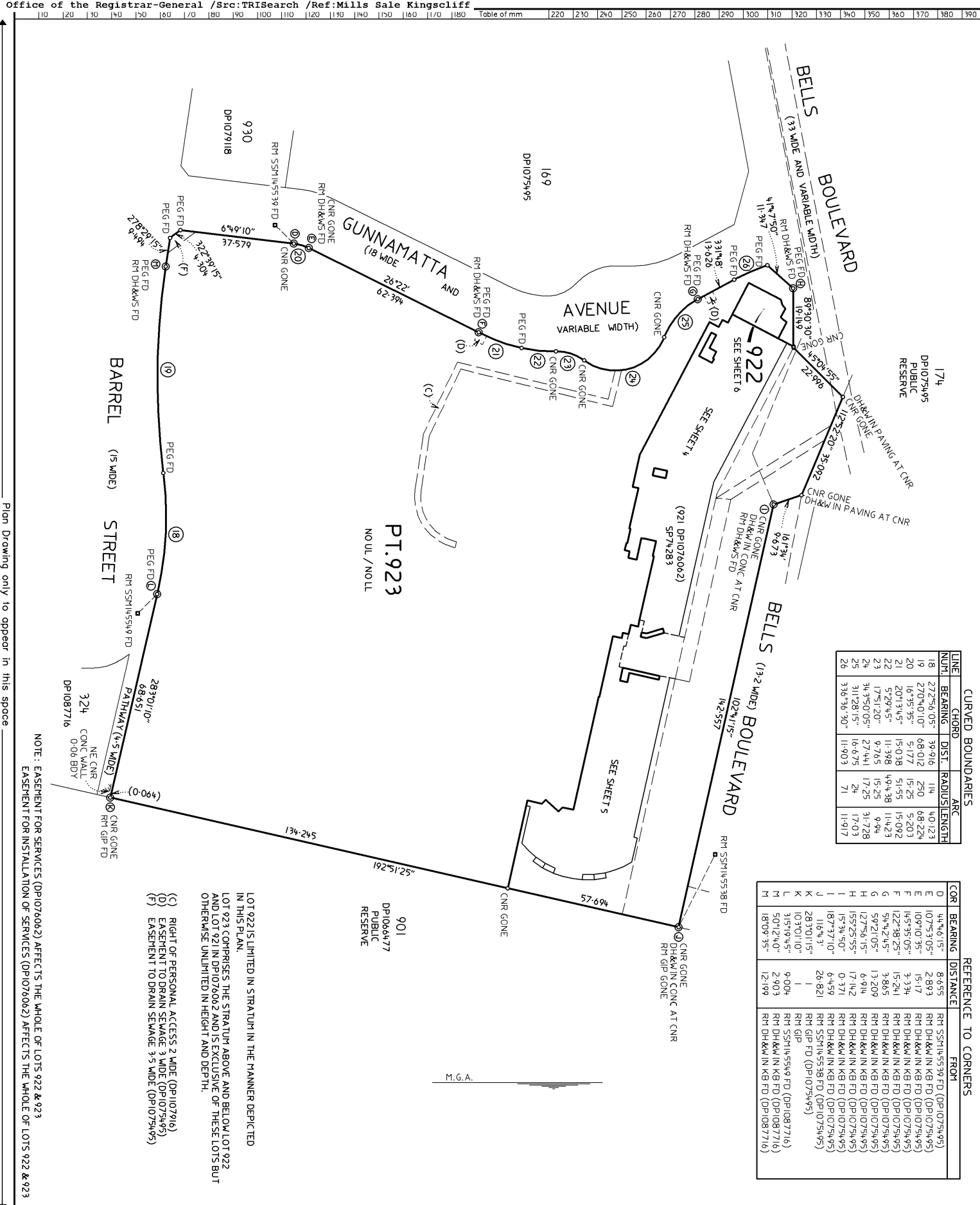
SEE SIGNATURES FORM.

Authorised Person (General Practitioner/ Accredited Certificate)

For use where space is insufficient in any point on Plan Form 2.

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: BNS-276 CHECKLIST



**CURVED BOUNDARIES**

LINE	BEARING	CHORD DIST.	RADIUS	LENGTH
18	272°56'05"	39.916	114	48.123
19	270°40'10"	68.012	250	68.224
20	16°35'35"	5.177	15.25	5.203
21	201°14'5"	15.038	51.55	15.092
22	52°04'5"	11.998	49.438	11.423
23	173°12'0"	9.765	15.23	9.944
24	34°35'05"	27.441	17.25	31.728
25	31°28'15"	16.675	24	17.03
26	346°36'30"	11.903	71	11.917

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
D	44°46'15"	8.455	RM SSM145539 FD (DP1075495)
E	107°53'10"	2.893	RM DH&W IN KB FD (DP1075495)
F	107°10'35"	5.177	RM DH&W IN KB FD (DP1075495)
G	143°35'05"	3.334	RM DH&W IN KB FD (DP1075495)
H	122°38'25"	15.241	RM DH&W IN KB FD (DP1075495)
I	59°21'05"	3.865	RM DH&W IN KB FD (DP1075495)
J	59°21'05"	13.209	RM DH&W IN KB FD (DP1075495)
K	127°56'15"	6.914	RM DH&W IN KB FD (DP1075495)
L	159°25'55"	17.42	RM DH&W IN KB FD (DP1075495)
M	15°34'50"	0.371	RM DH&W IN KB FD (DP1075495)
N	187°37'10"	6.459	RM DH&W IN KB FD (DP1075495)
O	116°41'15"	26.821	RM SSM145538 FD (DP1075495)
P	283°01'15"	1	RM GIP FD (DP1075495)
Q	103°01'10"	1	RM SSM145539 FD (DP1087716)
R	315°19'45"	2.903	RM DH&W IN KB FD (DP1087716)
S	180°4'35"	12.149	RM DH&W IN KB FD (DP1087716)

NOTE: LOT 922 IS LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.  
 LOT 923 COMPRISES THE STRATUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076002 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.

(C) RIGHT OF PERSONAL ACCESS 2 WIDE (DP107916)  
 (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)  
 (F) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)

NOTE: EASEMENT FOR SERVICES (DP1076002) AFFECTS THE WHOLE OF LOTS 922 & 923  
 EASEMENT FOR INSTALLATION OF SERVICES (DP1076002) AFFECTS THE WHOLE OF LOTS 922 & 923

DP1113023

Registered: 18.3.2008

This is sheet 3 of my plan in 6 sheets dated 16/4/2007

SEE SIGNATURES FORM.

Surveyor registered under Surveying Act, 2002

This is sheet 3 of the plan of 6 sheets covered by subdivision certificate No. of

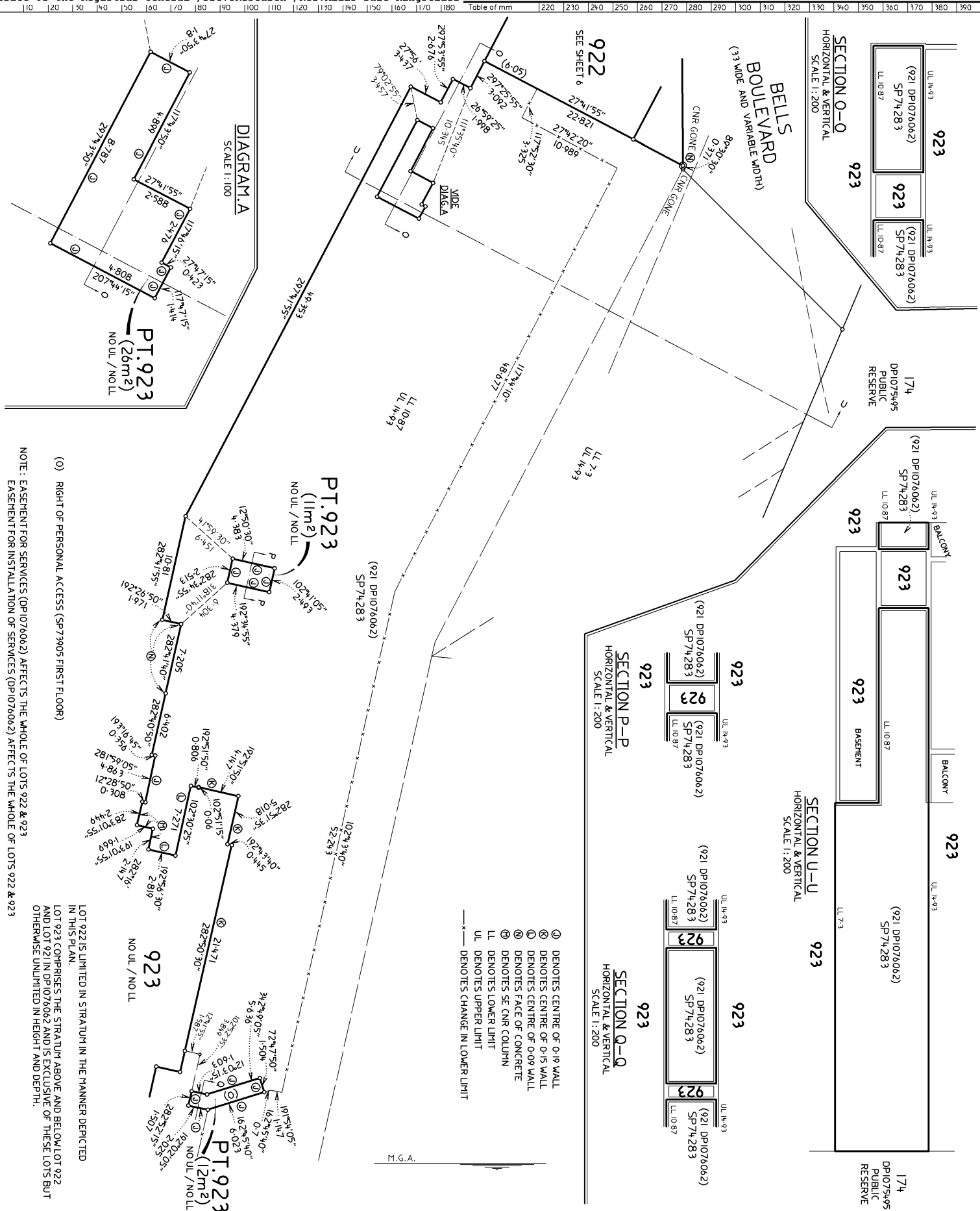
SEE SIGNATURES FORM.

Authorised Person (General Practitioner/Accredited Certificate)

For use where space is insufficient in any point on Plan Form 2.

Reduction Ratio 1: 800

SCALE FOR REFERENCE: BM5-276 CHECKLIST



- ⊙ DENOTES CENTRE OF 0.19 WALL
- ⊙ DENOTES CENTRE OF 0.15 WALL
- ⊙ DENOTES CENTRE OF 0.09 WALL
- ⊙ DENOTES FACE OF CONCRETE
- ⊙ DENOTES SE CNR COLUMN
- LL DENOTES LOWER LIMIT
- UL DENOTES UPPER LIMIT
- x— DENOTES CHANGE IN LOWER LIMIT

(O) RIGHT OF PERSONAL ACCESS (SP73905 FIRST FLOOR)

NOTE: EASEMENT FOR SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923  
 EASEMENT FOR INSTALLATION OF SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923

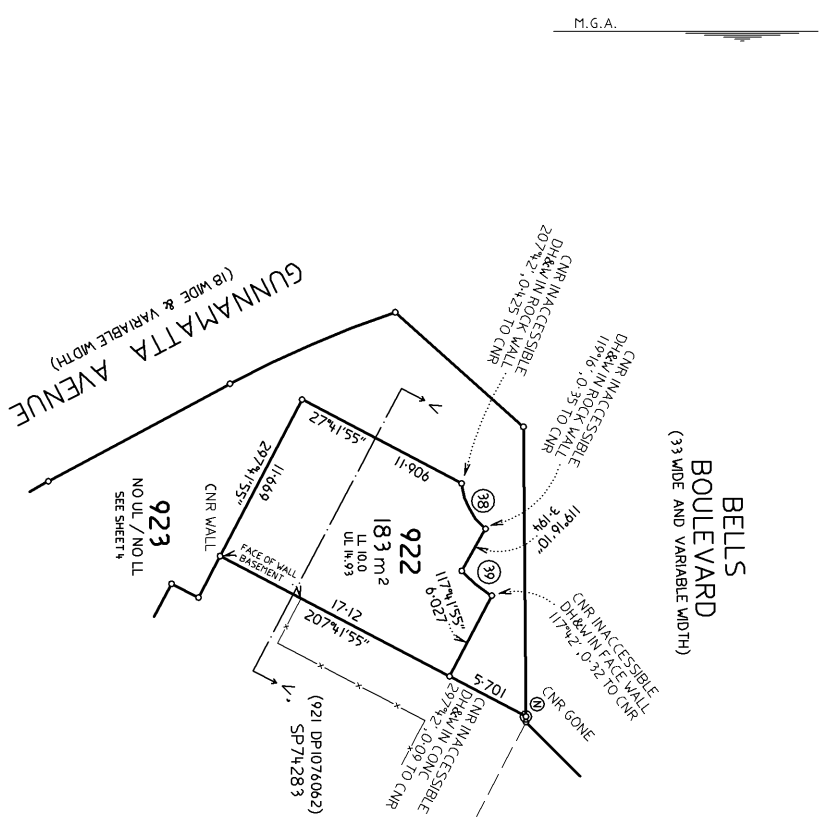
LOT 922 IS LIMITED IN STRUTUM IN THE MANNER DEPICTED IN THIS PLAN.  
 LOT 923 COMPRISES THE STRATUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.

DP1113023 Registered: 18.3.2008 This is sheet 4 of my plan in 6 sheets dated 16/4/2007 SEE SIGNATURES FORM. Surveyor registered under Surveying Act, 2002 This is sheet 4 of the plan of 6 sheets covered by subdivision certificate No. of SEE SIGNATURES FORM. SEE SIGNATURES FORM. Authorised Person /General Practitioner /Accredited Certificate For use where space is insufficient in any panel on Plan Form 2.	Reduction Ratio 1: 250	Reduction Ratio 1: 250
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110 120 130 140 150 160 170 180 190 1100 1110 1120 1130 1140 1150 1160 1170 1180 Table of mm 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



M.G.A.

BELLS BOULEVARD  
(33 WIDE AND VARIABLE WIDTH)

GUNNAMATTA AVENUE  
(18 MDE & VARIABLE WIDTH)

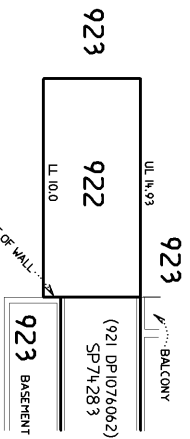
REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
N	89°30'15"	2	RM GIP

CURVED BOUNDARIES

LINE NO.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
38	62°19'25"	3.381	4.419	3.468
39	39°31'20"	2.574	7.387	2.587

SECTION V-V'  
HORIZONTAL SCALE 1:200  
VERTICAL SCALE 1:200



NOTE: LOT 922 IS LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.  
LOT 923 COMPRISES THE STRATUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.  
EASEMENT FOR SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923  
EASEMENT FOR INSTALLATION OF SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923

Plan Drawing only to appear in this space

DP1113023

Registered: 18.3.2008

This is sheet 6 of my plan in 6 sheets dated 16/4/2007

SEE SIGNATURES FORM.

Surveyor registered under Surveying Act, 2002

This is sheet 6 of the plan of 6 sheets covered by subdivision certificate No. of

SEE SIGNATURES FORM.

Authorised Person /General Practitioner /Accredited Certificate

For use where space is insufficient in any point on Plan Form 2.

Reduction Ratio 1: 250

SURVEYOR'S REFERENCE: BMS-276\_CHECKLIST

**CERTIFICATES, SIGNATURES AND SEALS** Sheet 1 of 1 sheet(s)

**PLAN OF  
 STRATUM SUBDIVISION OF  
 COMMON PROPERTY IN SP73905**

**DP1113023** \*

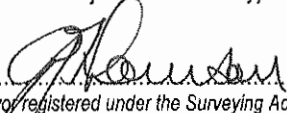
Registered:  18.3.2008 \*

Surveying Regulation, 2001

I **GEOFFREY JAMES THOMSON**  
 of **MICHEL GROUP SERVICES PTY LTD A.C.N. 061 750 132**  
 a surveyor registered under the *Surveying Act, 2002*, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the *Surveying Regulation, 2001* and was completed  
 on: **16/4/2007**

The survey relates to  
**LOTS 922 & 923**

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

Signature  Dated: **4/5/2007**  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: **A-B**  
 Type: **Urban**

**SIGNATURES, SEALS and STATEMENTS of intention  
 to dedicate public roads or to create public reserves  
 and drainage reserves.**

*The common seal of the Owners  
 Strata Plan No 73905  
 was recently affixed  
 20/6/07*

*Chairperson*  
*Secretary*

**In the presence of  
 being the person(s)  
 authorised by s238  
 Strata Schemes  
 Management Act**

**Crown Lands NSW/Western Lands Office Approval**

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

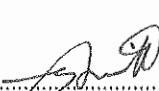
Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

*1996 to attest the affixing  
 of the seal.*

**Subdivision Certificate**

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

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

  
 \* Authorised Person/~~General Manager~~/Accredited Certifier

Consent Authority: **Tweed Shire Council**  
 Date of Endorsement: **6 July 2007**  
 Accreditation no: .....  
 Subdivision Certificate no: **SC07/0022**  
 File no: **DA06/1387**

\* Delete whichever is inapplicable.

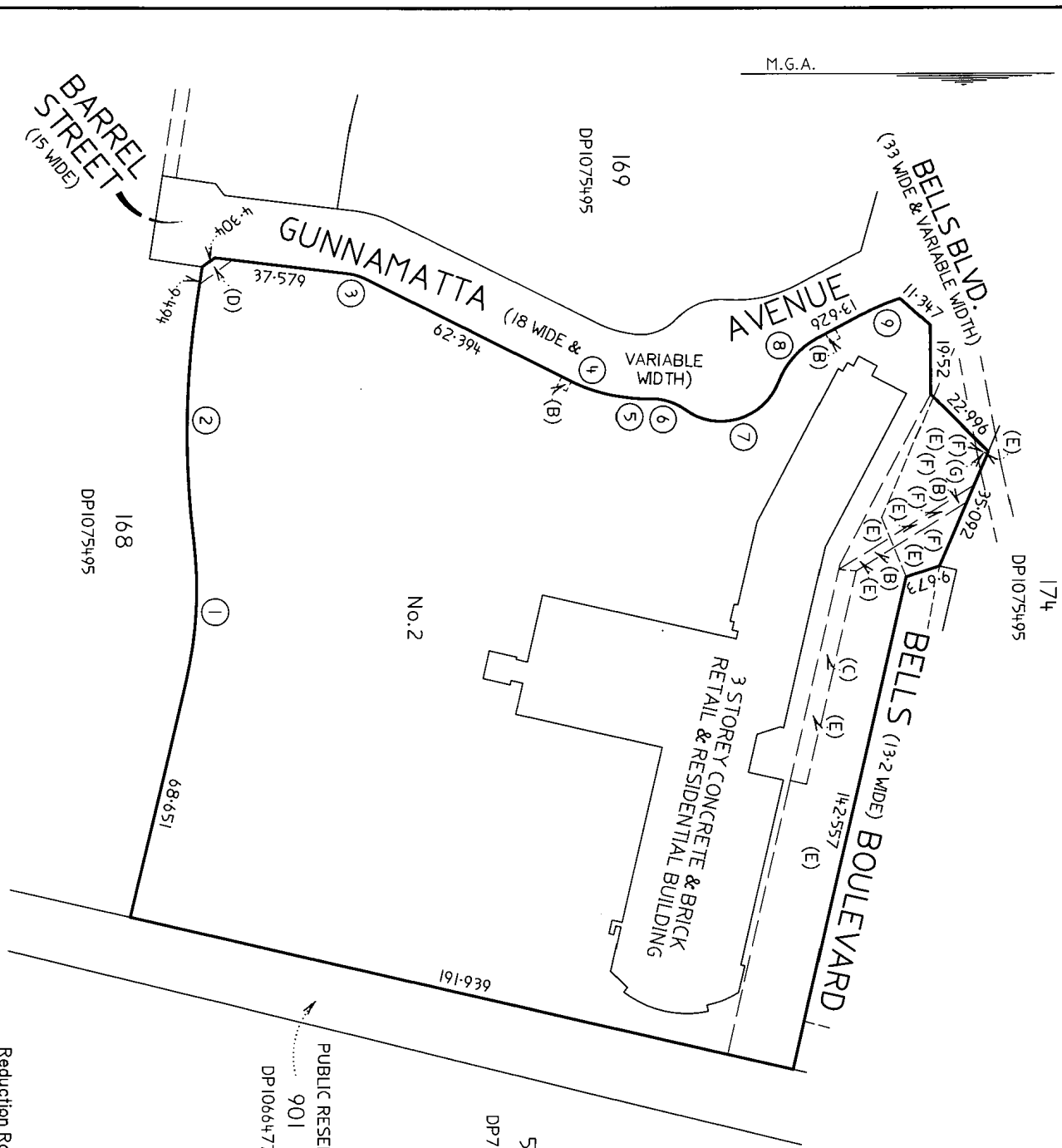
Use PLAN FORM 6A for additional  
 certificates, signatures and seals

\* OFFICE USE ONLY



**SP73905**

**BASEMENT LEVEL  
LOCATION PLAN**



**CURVED BOUNDARIES**

LINE NUM.	CHORD BEARING	CHORD DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.918	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°35'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	5°29'30"	11.398	49.438	11.423
6	175°11'05"	9.765	15.25	9.94
7	34°39'50"	27.441	17.25	31.728
8	211°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 92015 IS A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20-2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP)

Reduction Ratio 1 : 1250

Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

*Authorised Person / General Manager / Accredited Certifier*  
 Authorised Person / General Manager / Accredited Certifier

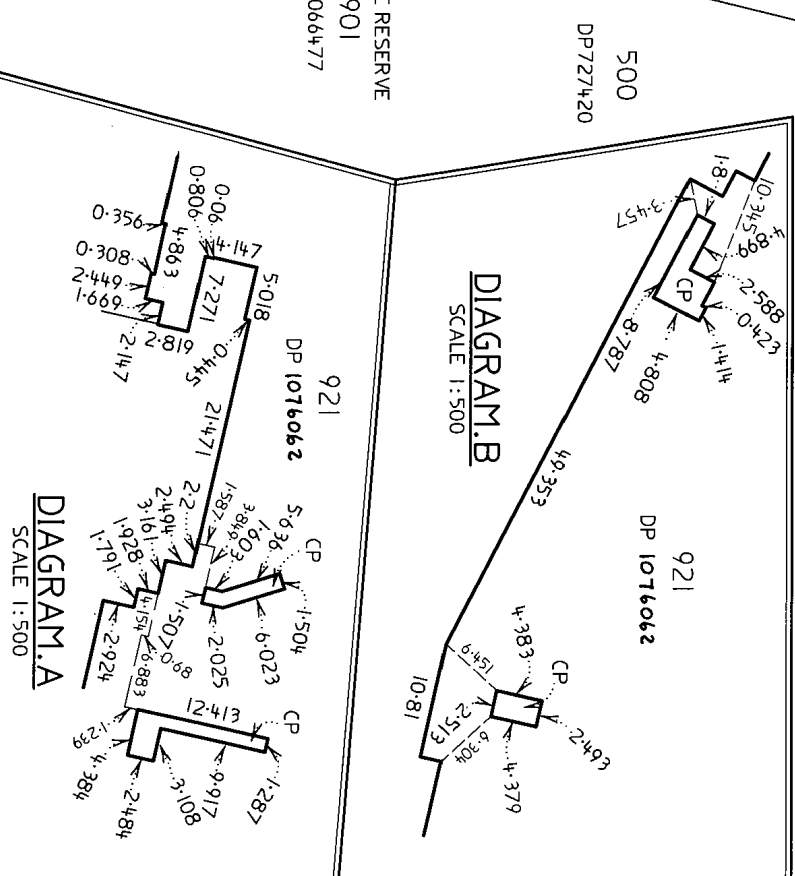
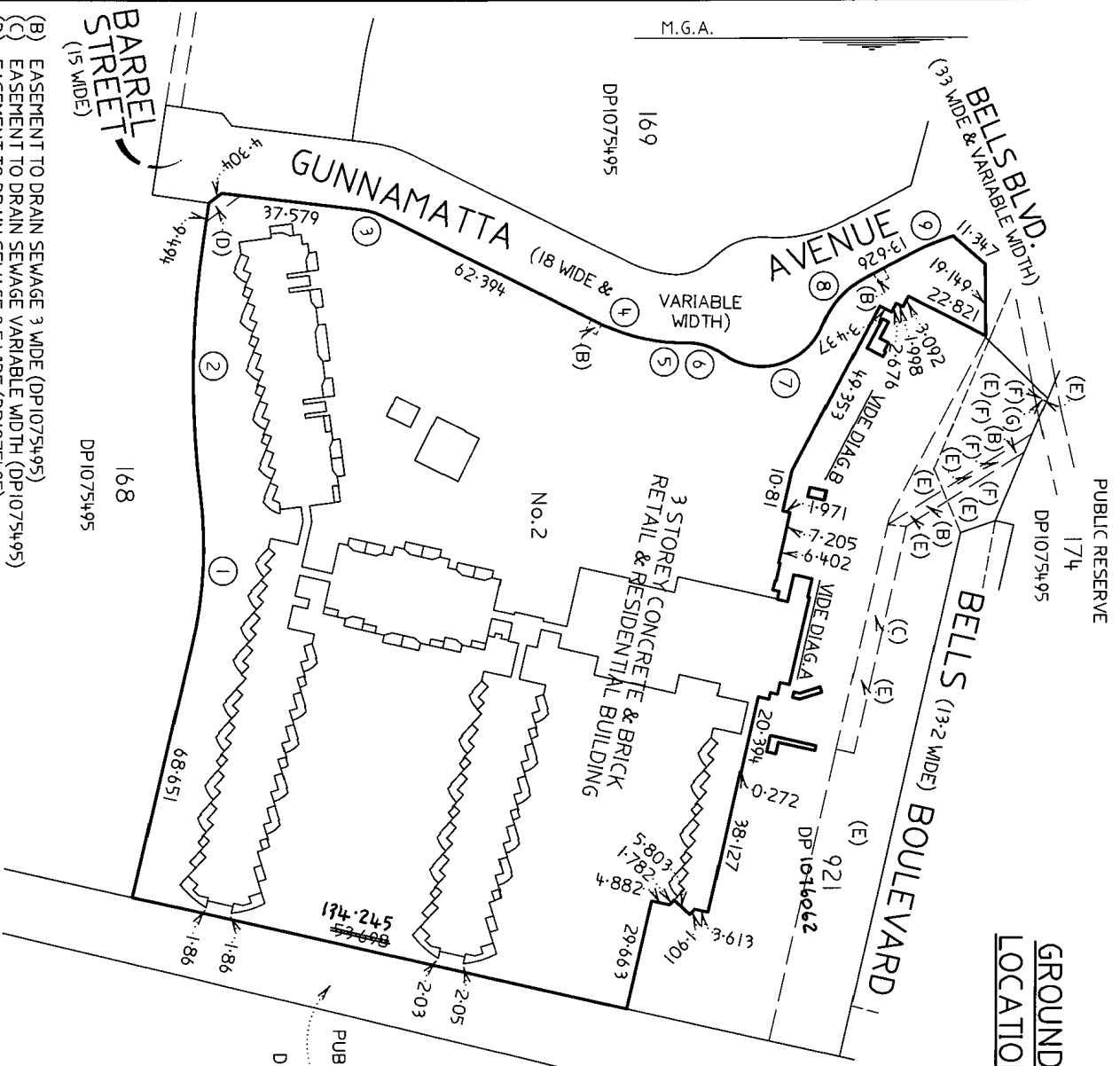
SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND LEVEL  
 LOCATION PLAN

SP73905

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	87°55'50"	39.916	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°35'20"	5.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	52°9'30"	11.398	49.438	11.423
6	175°1'05"	9.765	15.25	9.94
7	34°39'50"	27.441	17.25	31.728
8	311°28'	16.675	24	17.03
9	336°36'15"	11.903	71	11.917



- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20-2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP 1076062)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP 1076062)

LOT 92015 A STRATUM LOT  
 NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

Reduction Ratio: 1:250  
 Registered Surveyor

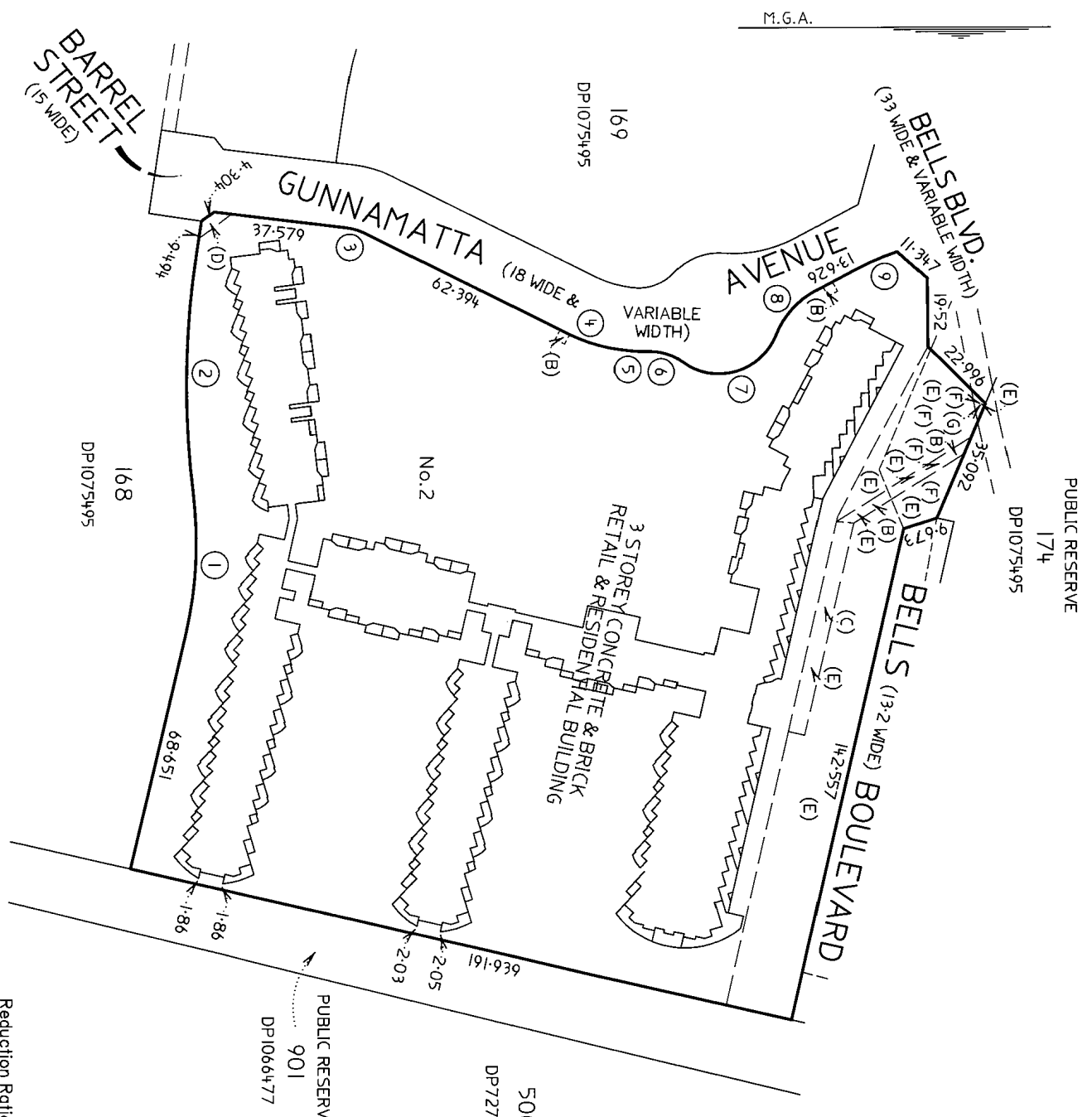
Authorised Person  
 Registered Surveyor

SURVEYOR'S REFERENCE: 8145-10, Checklist

Lengths are in metres

**SP73905**

**FIRST FLOOR  
 LOCATION PLAN**



**CURVED BOUNDARIES**

LINE NUM.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.918	114	40.123
2	270°39'55"	68.812	250	68.224
3	16°35'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	5°29'30"	11.398	49.438	11.423
6	175°10'5"	9.765	15.25	9.94
7	34°39'50"	27.441	17.25	31.728
8	211°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 92015 A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20-2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP 1076062)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP 1076062)

Reduction Ratio : 1:250

Lengths are in metres

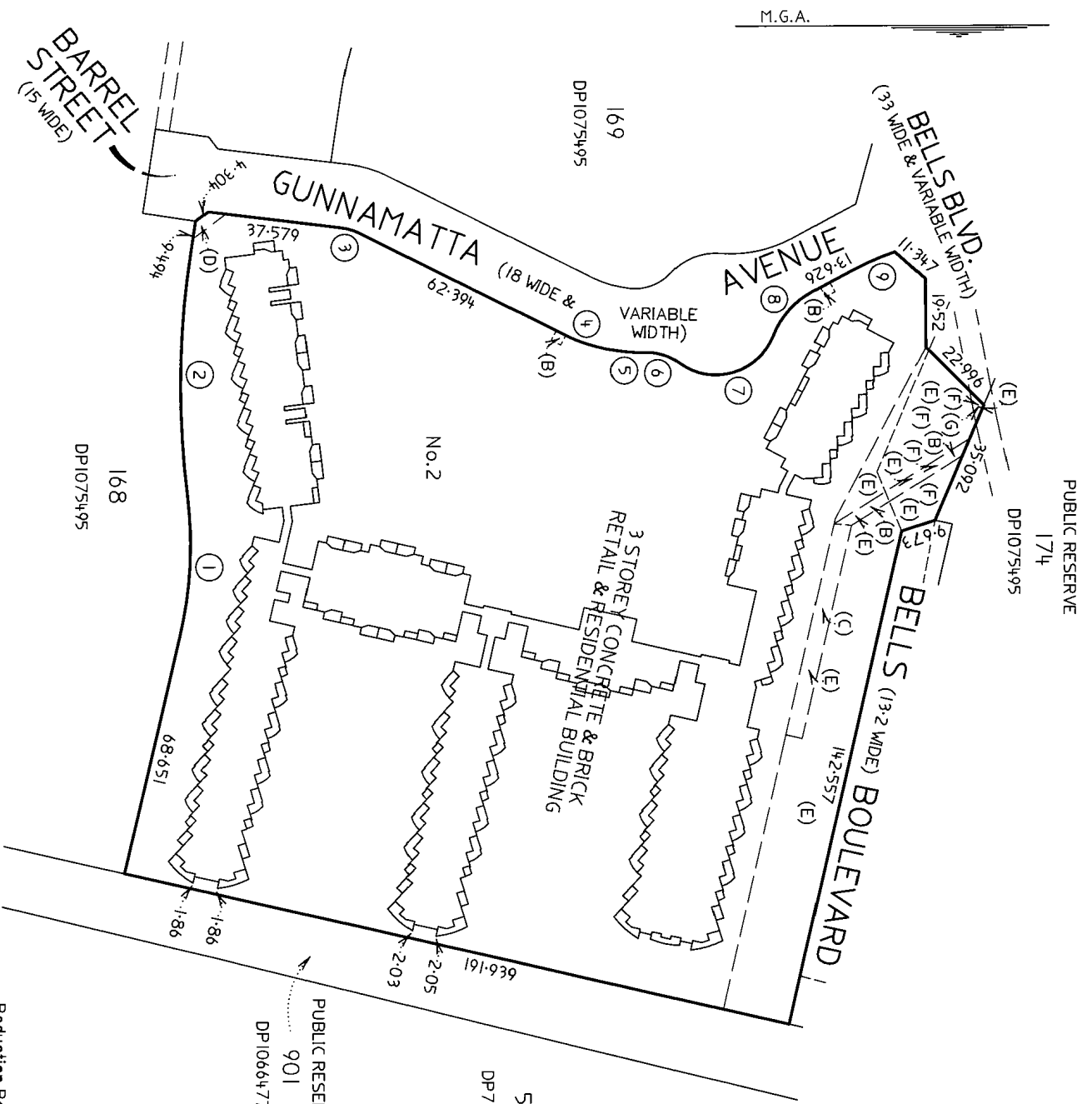
*Registered Surveyor*  
 Registered Surveyor

*Authorised Person / General Manager / Accredited Certifier*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

**SP73905**

**SECOND FLOOR  
 LOCATION PLAN**



**CURVED BOUNDARIES**

LINE NUM:	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.916	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°38'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	5°29'30"	11.398	49.438	11.423
6	175°10'5"	9.765	15.25	9.94
7	343°49'50"	27.441	17.25	31.728
8	211°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 920 IS A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP)

Reduction Ratio: 1:1250

Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

*Authorised Person / General Manager / Accredited Certifier*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	39	51	37	101	49	151	50
2	49	52	37	102	40	152	40
3	49	53	37	103	49	153	49
4	39	54	37	104	40	154	49
5	48	55	48	105	39	155	49
6	39	56	40	106	39	156	49
7	49	57	49	107	39	157	49
8	39	58	40	108	39	158	40
9	49	59	48	109	39	159	50
10	54	60	49	110	39	160	40
11	54	61	49	111	48	161	50
12	49	62	49	112	48	162	55
13	39	63	48	113	48	163	55
14	49	64	40	114	48	164	50
15	49	65	50	115	50	165	40
16	39	66	50	116	37	166	50
17	48	67	54	117	37	167	49
18	48	68	42	118	37	168	40
19	48	69	54	119	37	169	49
20	48	70	40	120	46	170	49
21	48	71	49	121	46	171	49
22	39	72	49	122	37	172	48
23	49	73	39	123	37	173	48
24	39	74	49	124	37	174	40
25	49	75	49	125	37	175	50
26	54	76	49	126	37	176	40
27	54	77	49	127	37	177	50
28	49	78	48	128	61	178	55
29	39	79	40	129	37	179	55
30	49	80	49	130	37	180	50
31	39	81	40	131	46	181	40
32	39	82	49	132	46	182	50
33	39	83	54	133	50	183	40
34	39	84	54	134	49	184	40
35	39	85	49	135	40	185	40
36	39	86	40	136	50	186	40
37	39	87	49	137	40	187	40
38	48	88	49	138	49	188	40
39	48	89	39	139	50	189	39
40	48	90	49	140	50	190	49
41	47	91	49	141	50	191	49
42	50	92	49	142	49	192	49
43	37	93	49	143	40	193	49
44	37	94	48	144	50	194	50
45	37	95	40	145	50	195	38
46	37	96	49	146	55	196	38
47	46	97	40	147	42	197	38
48	46	98	49	148	55	198	38
49	37	99	54	149	40	199	47
50	37	100	54	150	50	200	47

**SP73905**


LOT U.E.


201	38
202	38
203	38
204	38
205	38
206	38
207	38
208	47
209	38
210	38
211	47
212	50
213	50
214	330
215	20

AGGREGATE 9927

Reduction Ratio 1 :

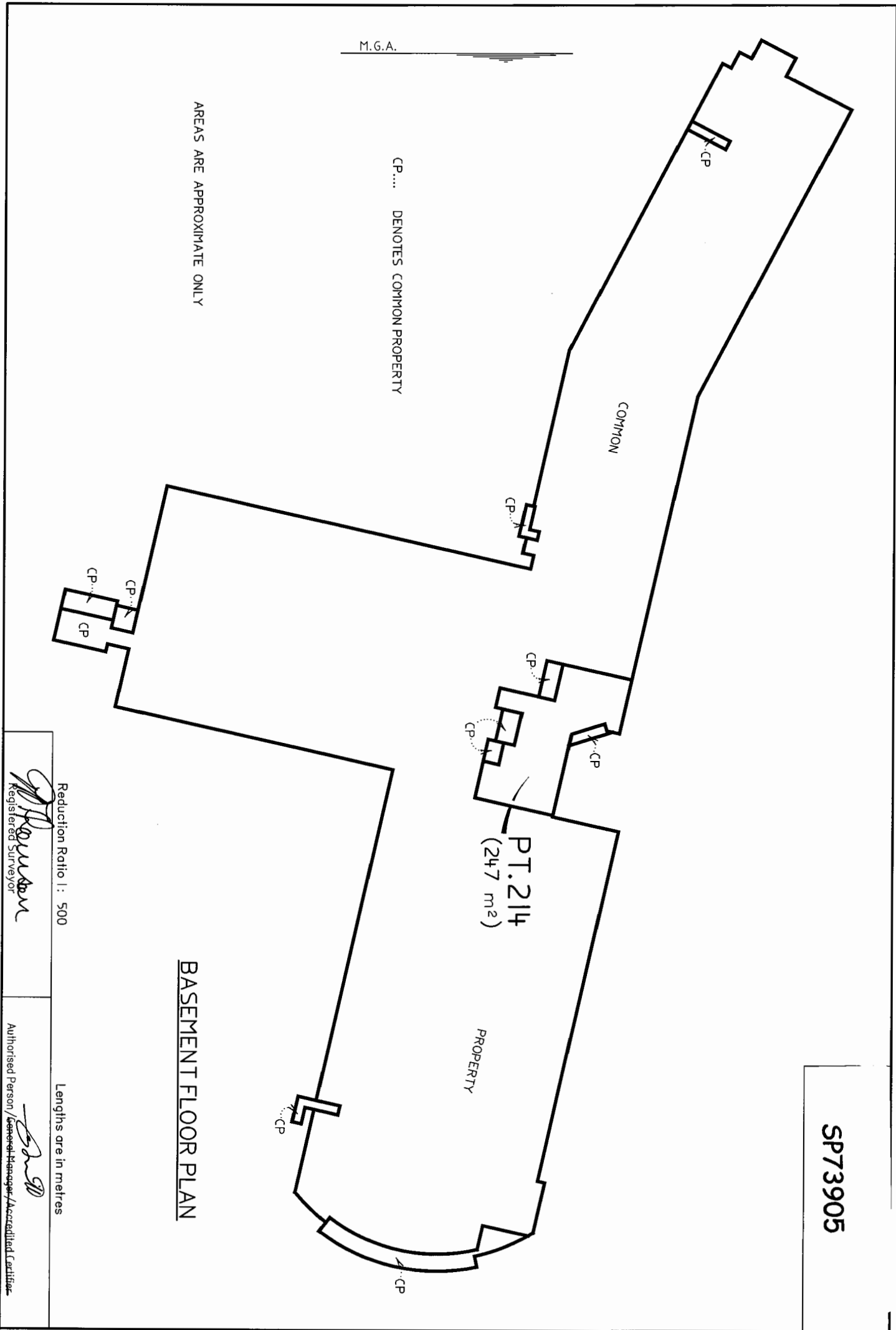
Lengths are in metres

  
 Registered Surveyor

  
 Authorised Person /General Manager/Assessed/Center

SURVEYOR'S REFERENCE: 8145-10, Checklist

SP73905



**BASEMENT FLOOR PLAN**

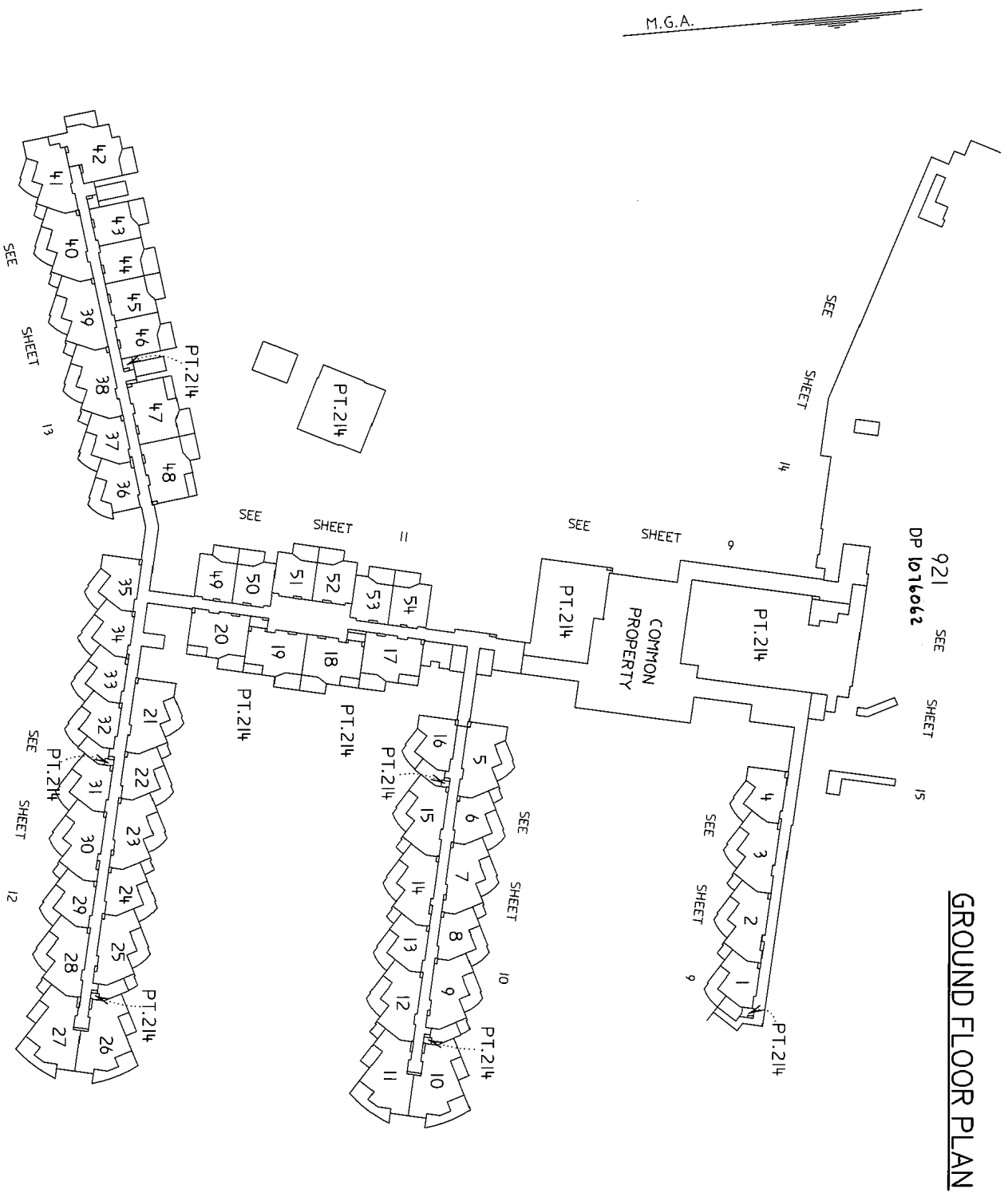
Reduction Ratio 1 : 500

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



**GROUND FLOOR PLAN**

**SP73905**

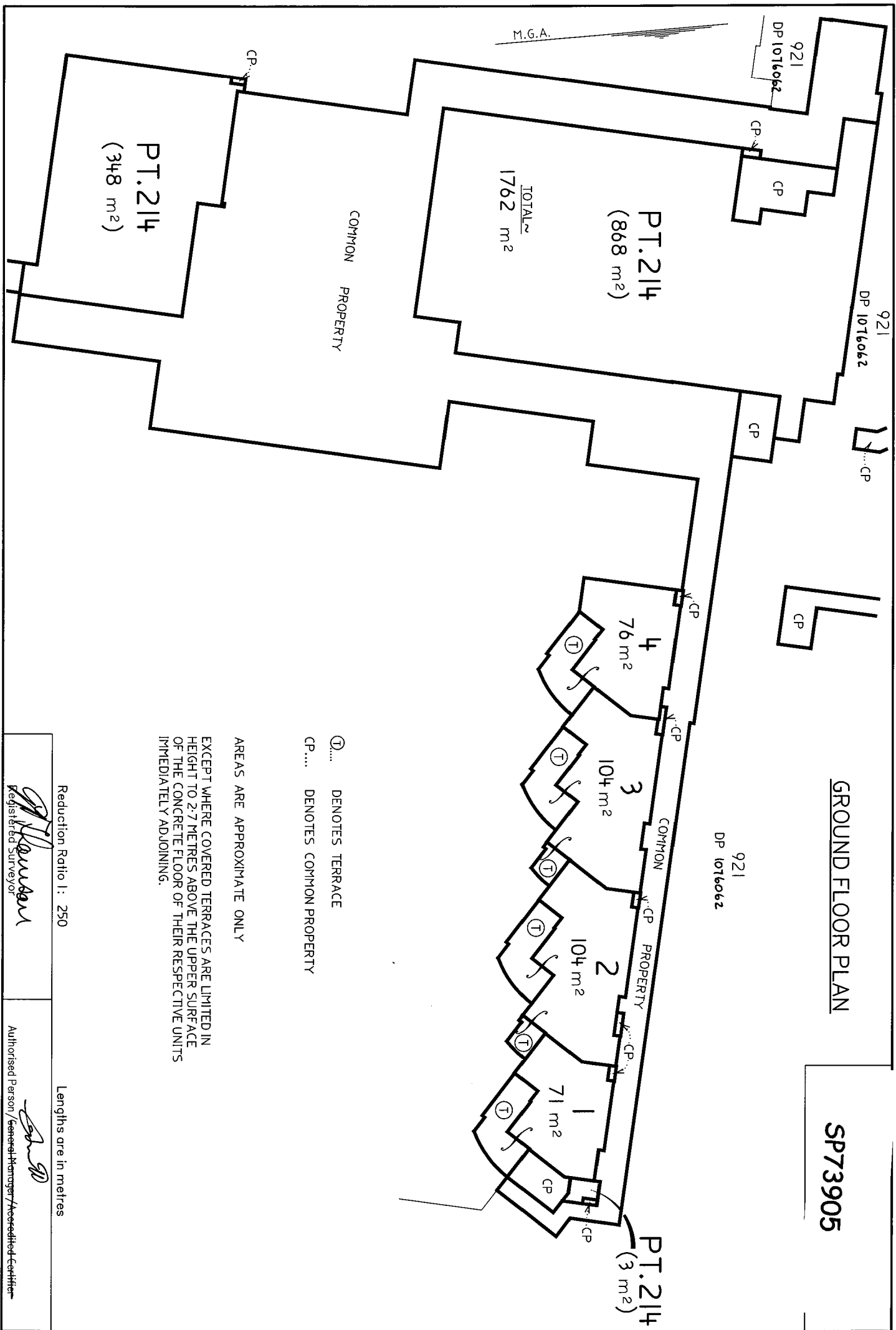
Reduction Ratio : 800

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person, Licensed Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



Ⓣ..... DENOTES TERRACE  
 CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

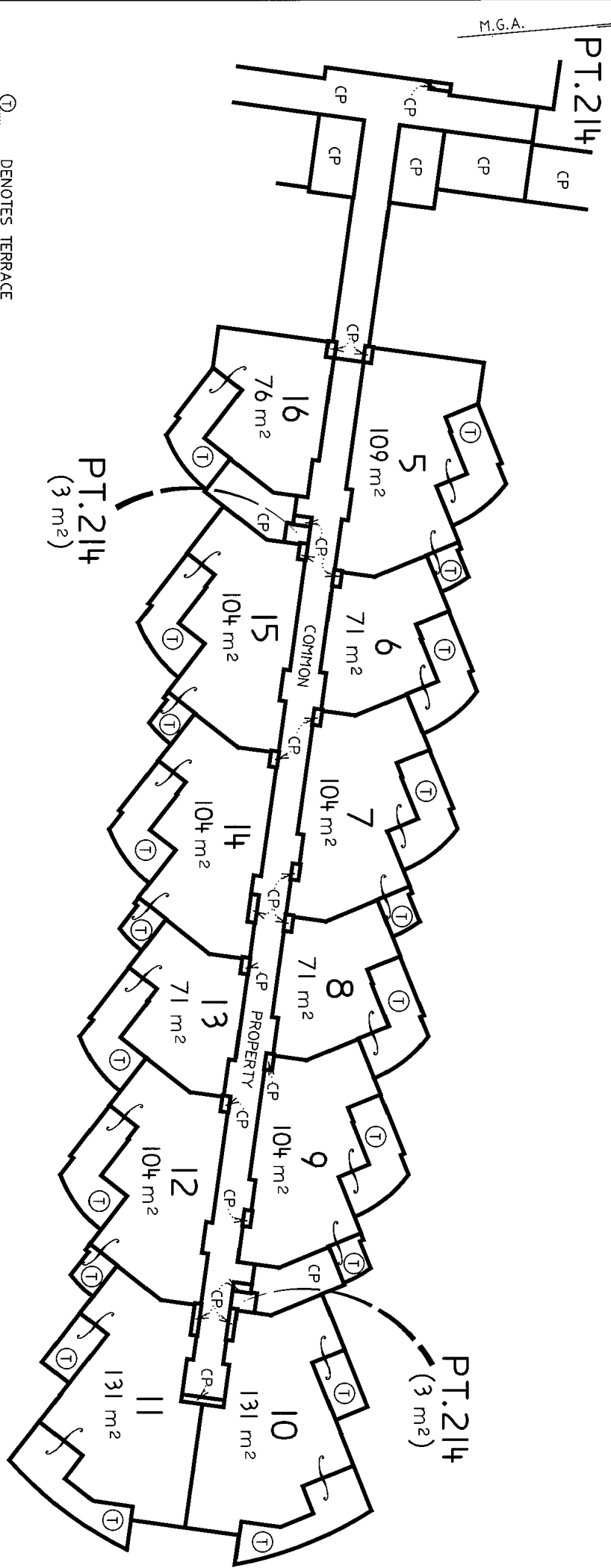
Lengths are in metres

Registered Surveyor *[Signature]* Authorised Person / General Manager / Accredited Certifier *[Signature]*

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

**SP73905**



- Ⓧ..... DENOTES TERRACE
- CP..... DENOTES COMMON PROPERTY
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Reduction Ratio : 250

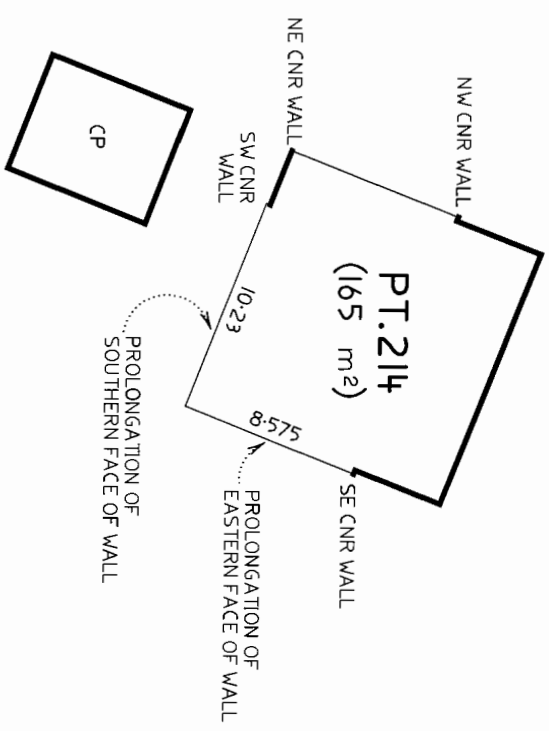
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Certifier

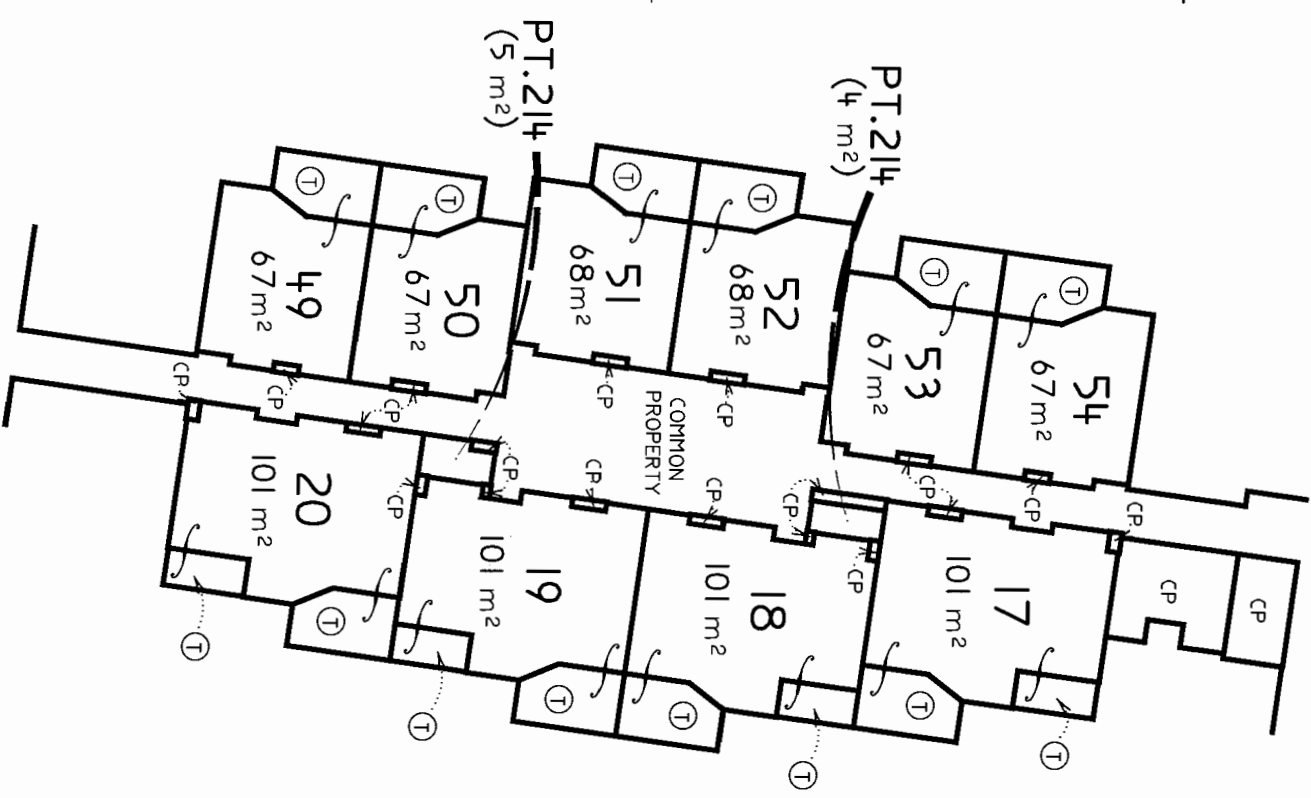
SURVEYOR'S REFERENCE : 8145-10, Checklist1

GROUND FLOOR PLAN



- Ⓣ..... DENOTES TERRACE
  - CP..... DENOTES COMMON PROPERTY
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SP73905

Reduction Ratio 1: 250

Lengths are in metres

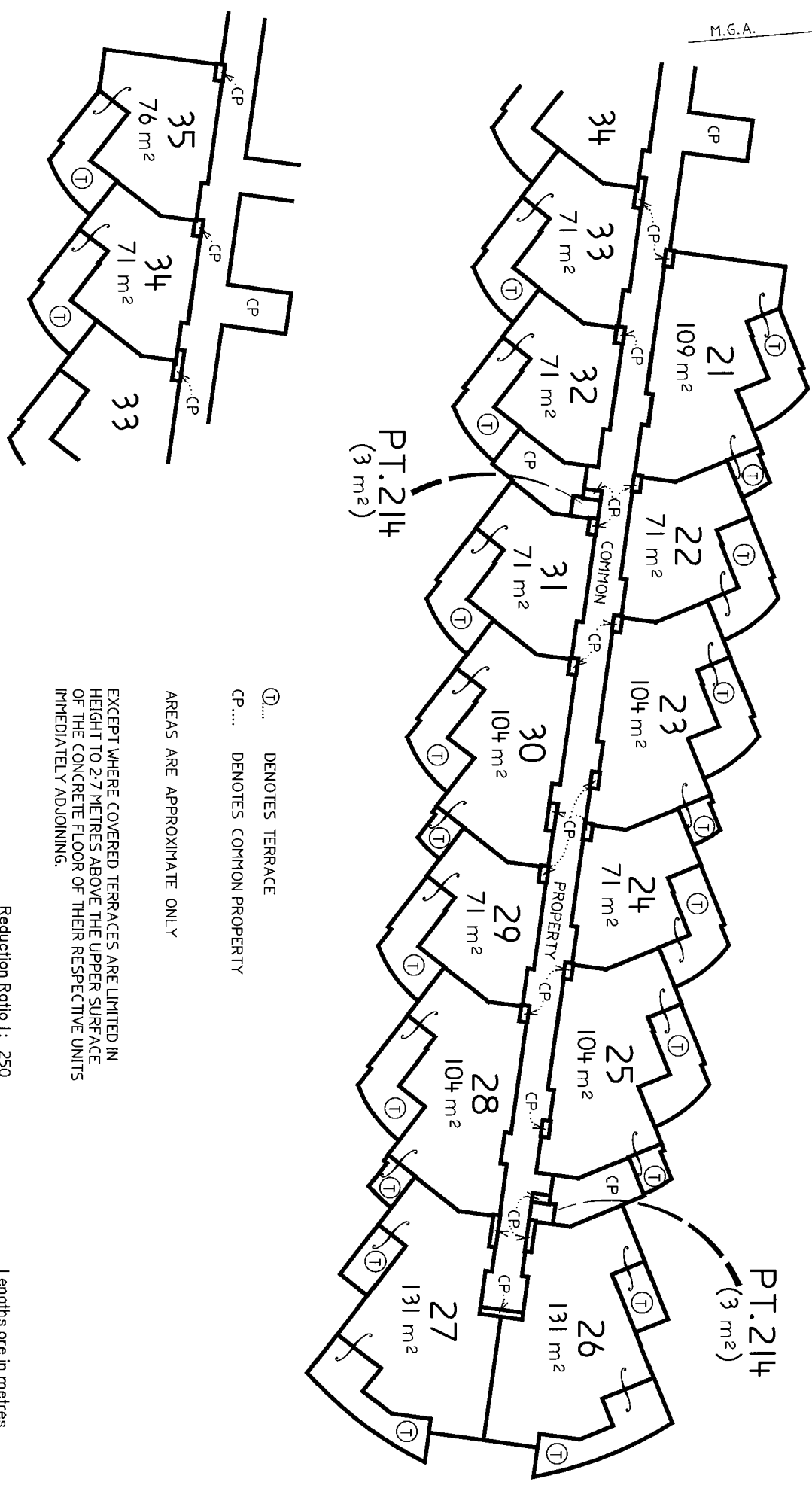
Registered Surveyor  
*W. Ross*

Authorised Person / General Manager / Accredited Certifier  
*W. Ross*

SURVEYOR'S REFERENCE: 814-10, Checklist

GROUND FLOOR PLAN

**SP73905**



- Ⓣ..... DENOTES TERRACE
- CP..... DENOTES COMMON PROPERTY

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Reduction Ratio 1 : 250

Lengths are in metres

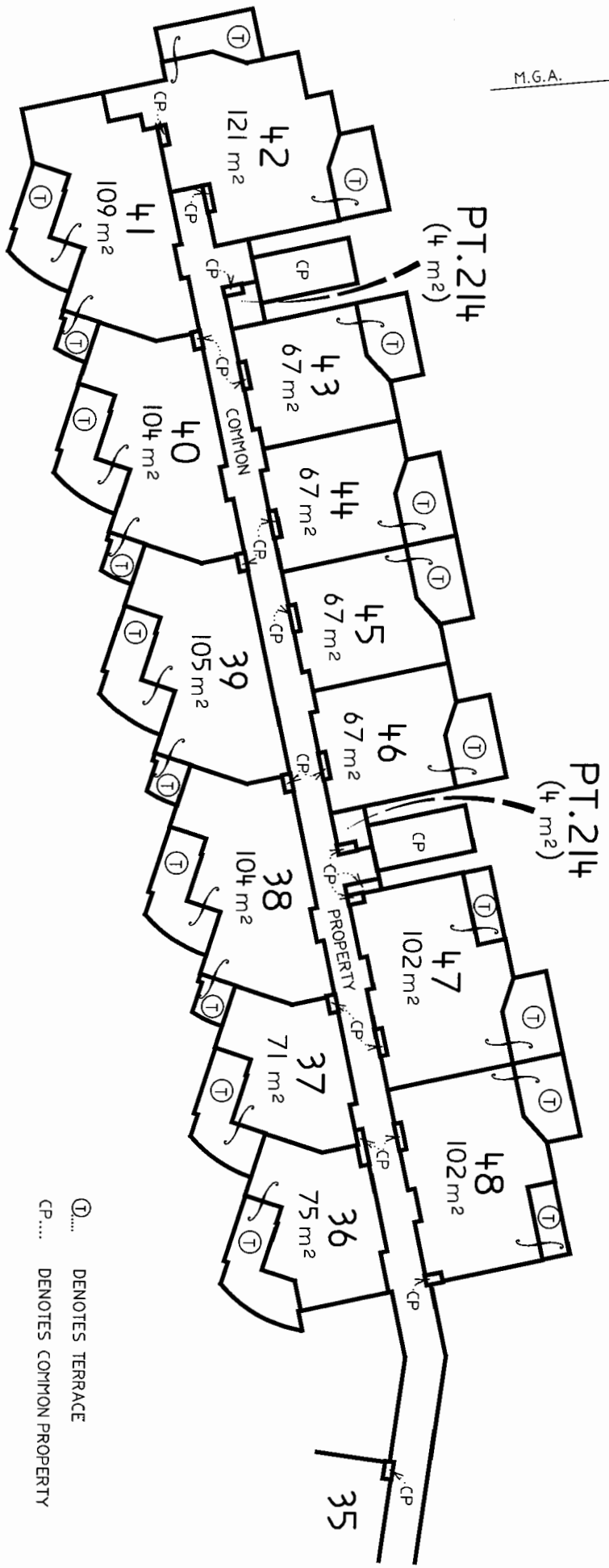
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

SP73905



- Ⓧ..... DENOTES TERRACE
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Reduction Ratio 1 : 250

Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

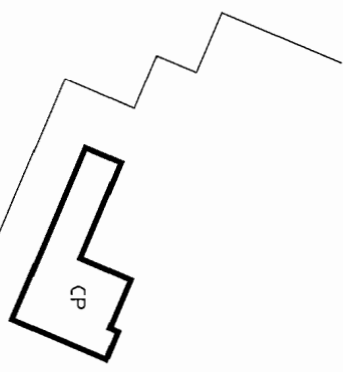
*Authorised Person / General Manager / Accredited Certifier*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: B145-10, Checklist1



SP73905

GROUND FLOOR PLAN

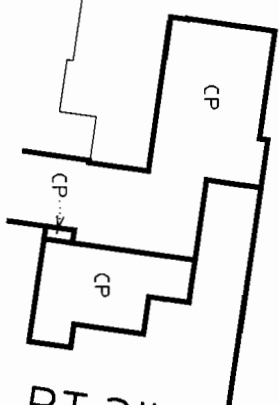


921  
DP 1016062

COMMON



PROPERTY



M.G.A.

CP.... DENOTES COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres

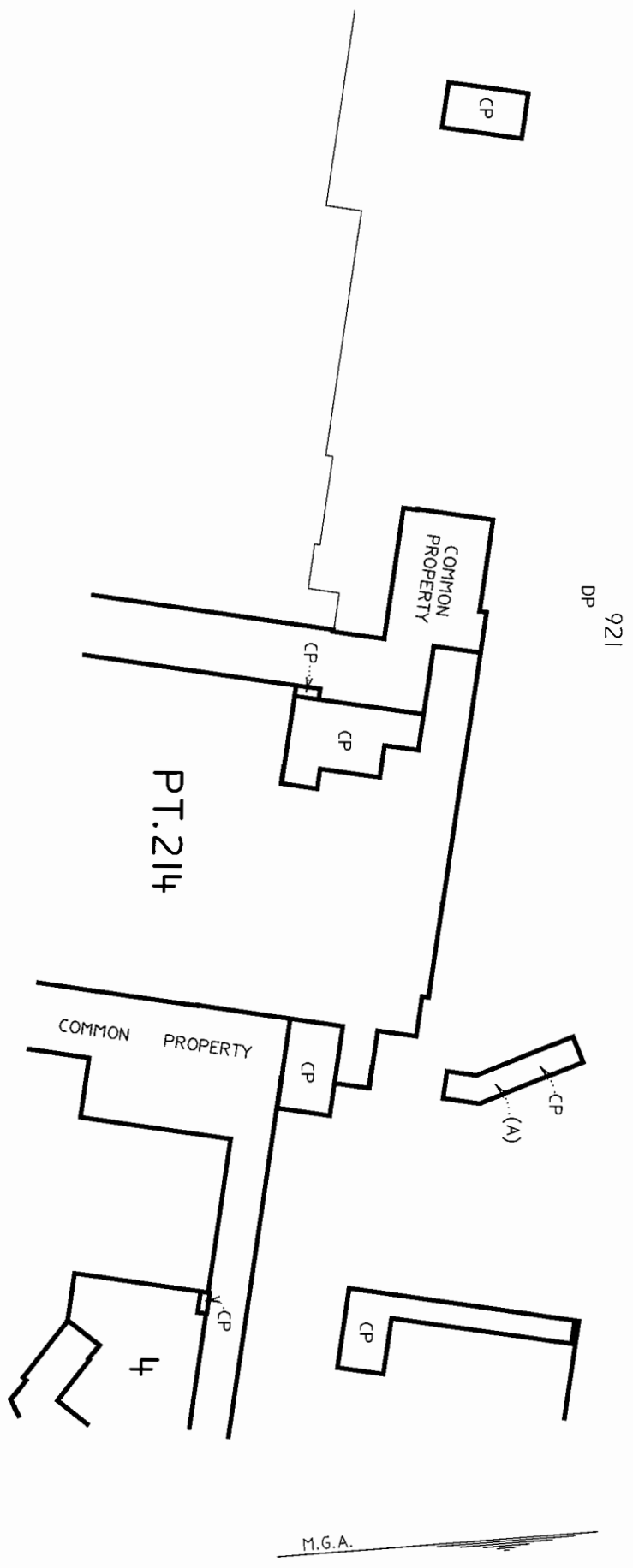
*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

SP73905



- (A) RIGHT OF PERSONAL ACCESS
- CP.... DENOTES COMMON PROPERTY

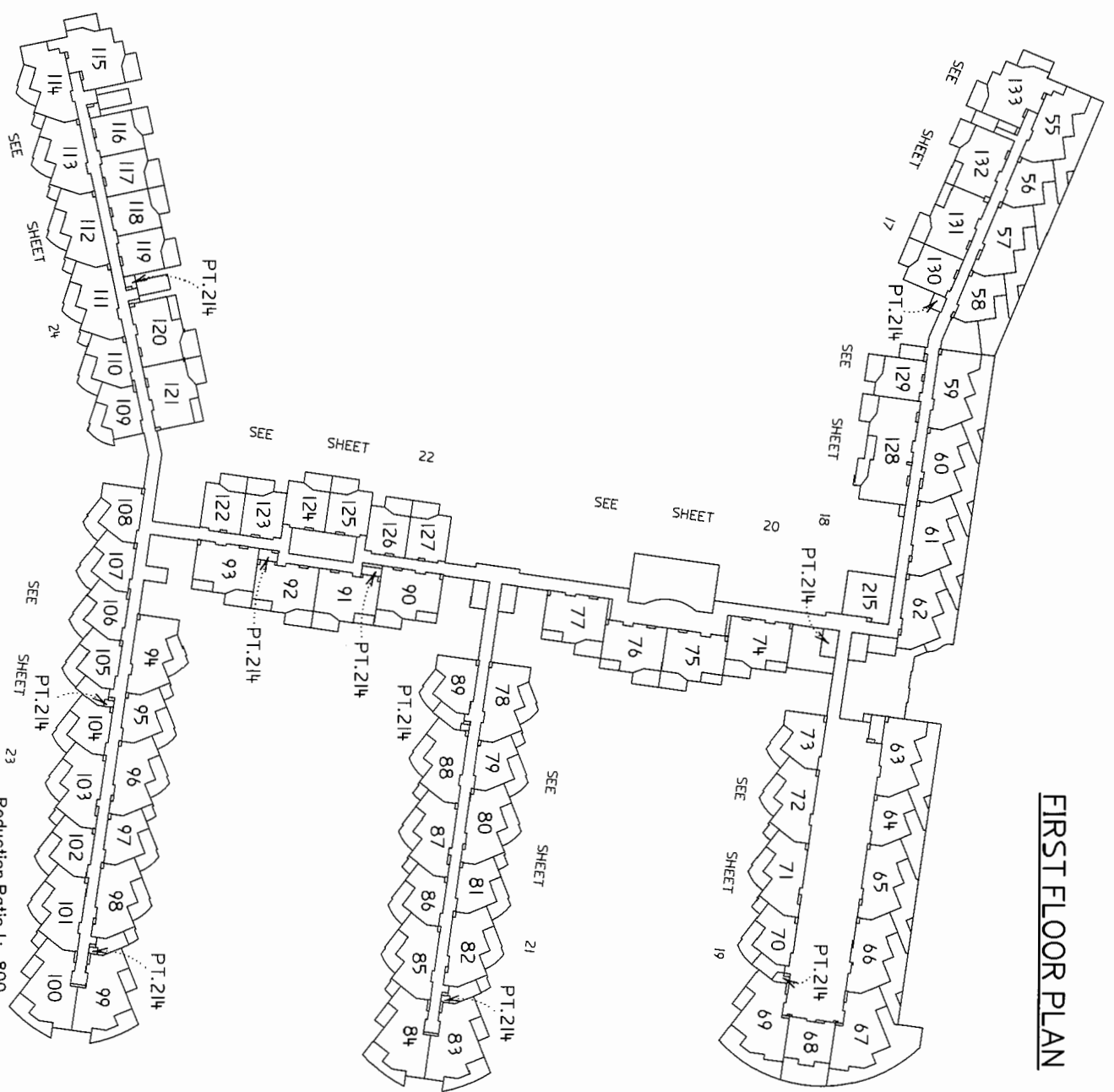
Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Cartilage

SURVEYOR'S REFERENCE: 8145-10, Checklist



**FIRST FLOOR PLAN**

**SP73905**

Reduction Ratio : 800

Lengths are in metres

*Registered Surveyor*  
**Stewart**

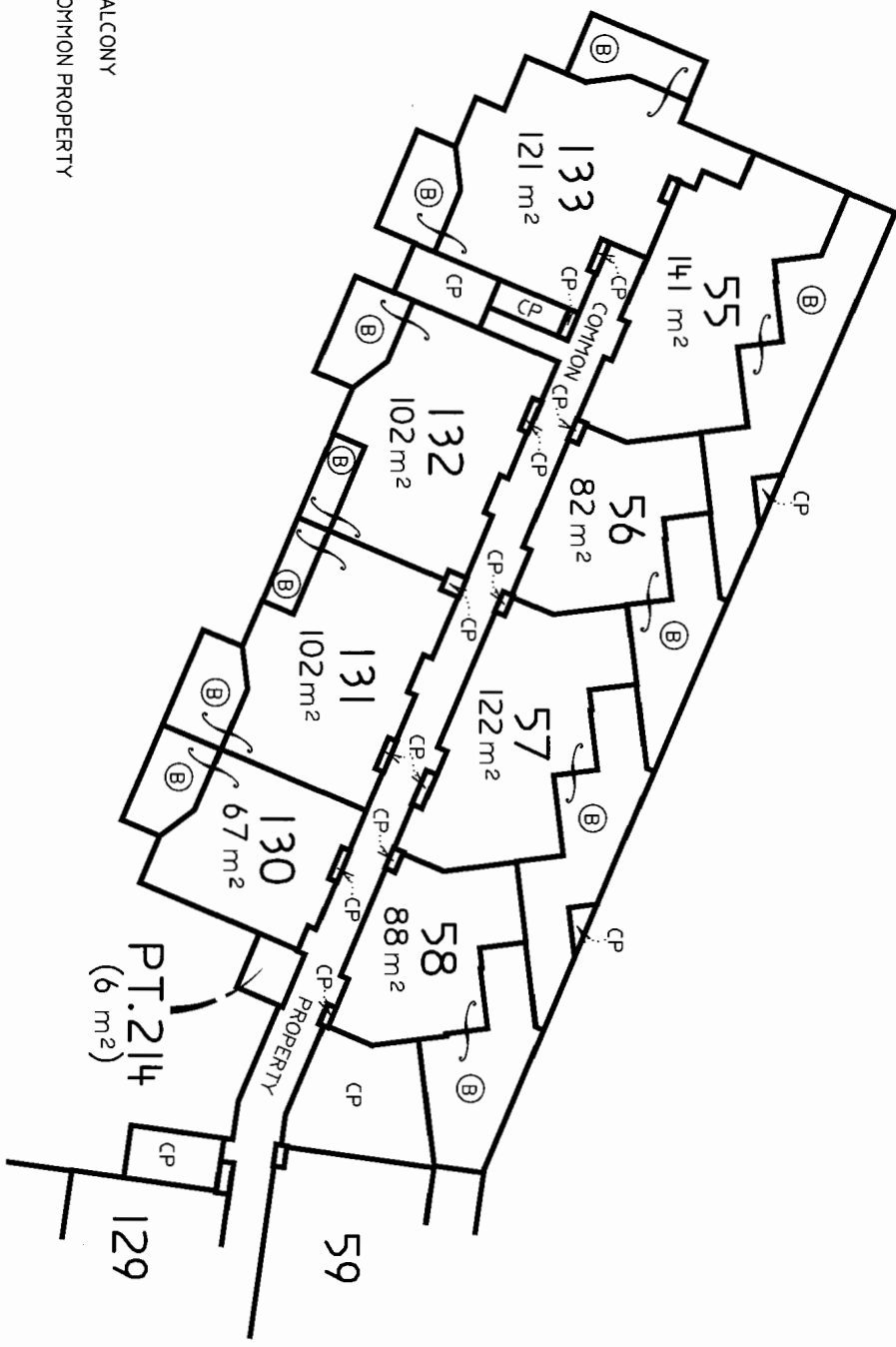
*Authorised Person / General Manager / Accredited Certifier*  
**Stewart**

SURVEYOR'S REFERENCE: B145-10, Checklist

M.G.A.

FIRST FLOOR PLAN

SP73905



- ⓑ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY

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Reduction Ratio 1 : 250

Lengths are in metres

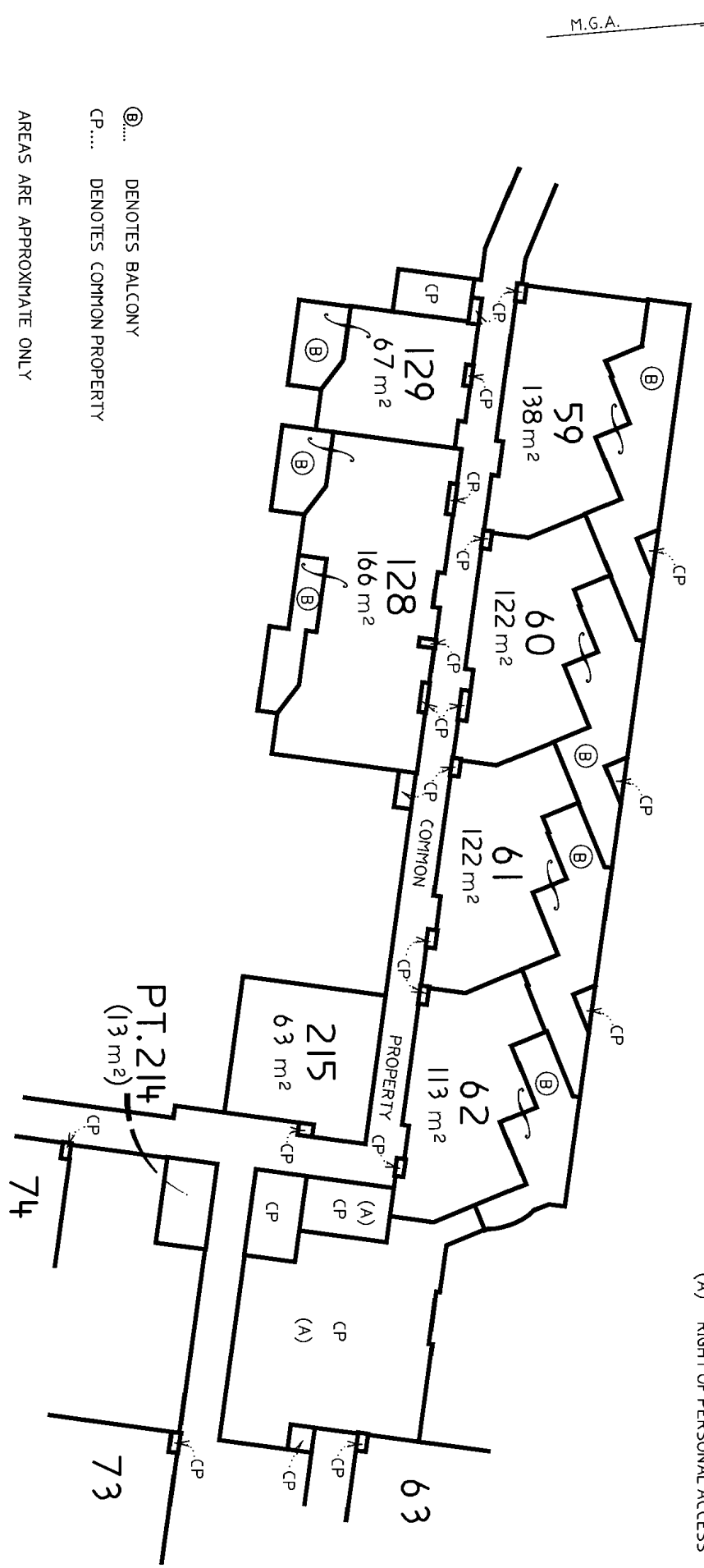
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



(A) RIGHT OF PERSONAL ACCESS

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Lengths are in metres

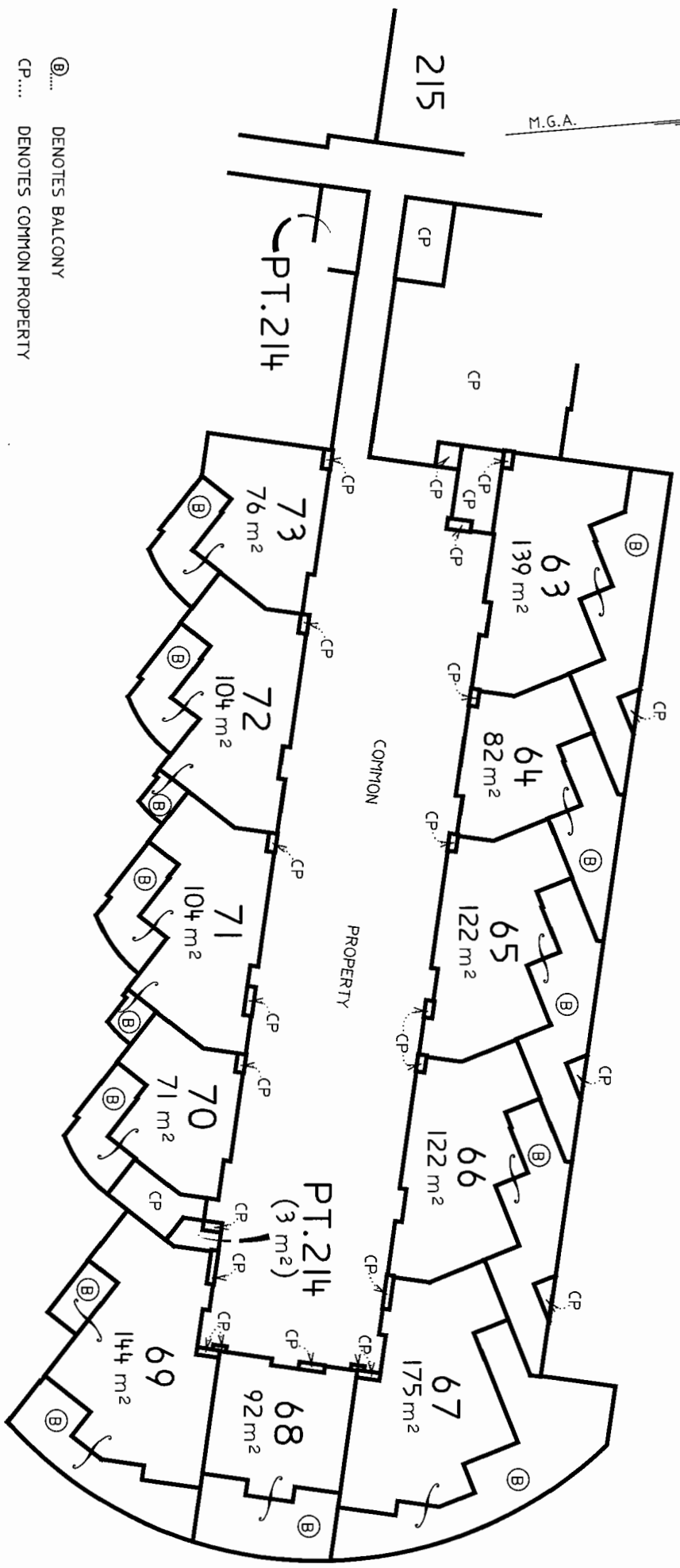
*W. Howson*  
Registered Surveyor

*W. Howson*  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



②..... DENOTES BALCONY  
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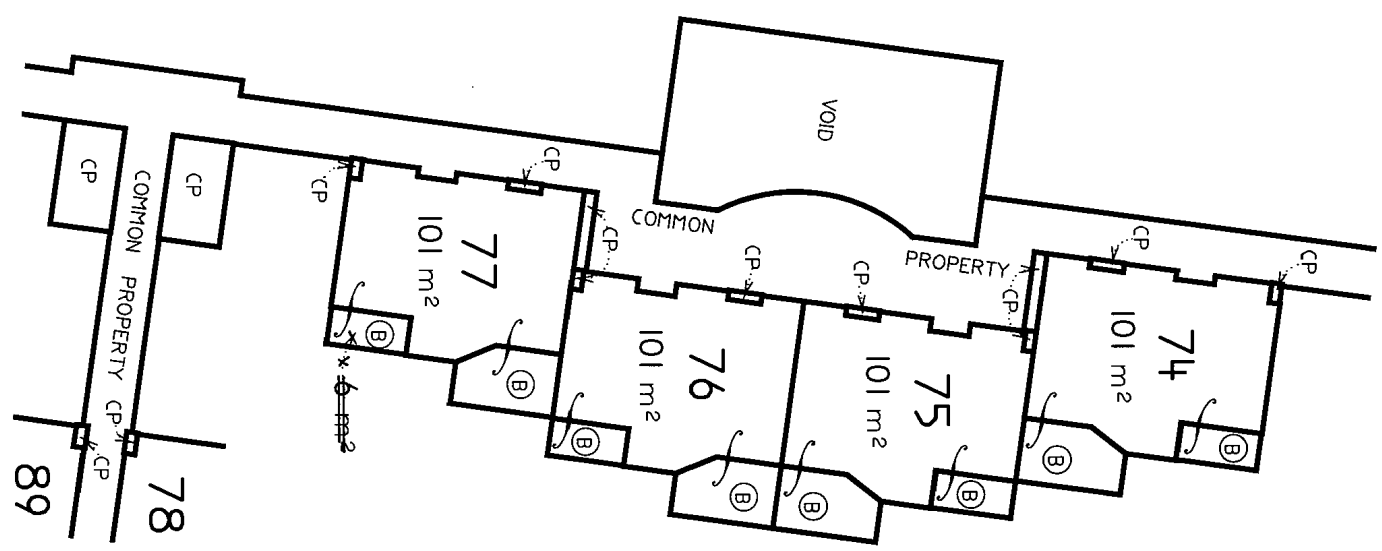
Reduction Ratio 1 : 250

Lengths are in metres

*St Hamilton*  
Registered Surveyor

*General Manager / Accredited Certifier*

SURVEYOR'S REFERENCE: 8145-10, Checklist



FIRST FLOOR PLAN

**SP73905**

Ⓟ..... DENOTES BALCONY  
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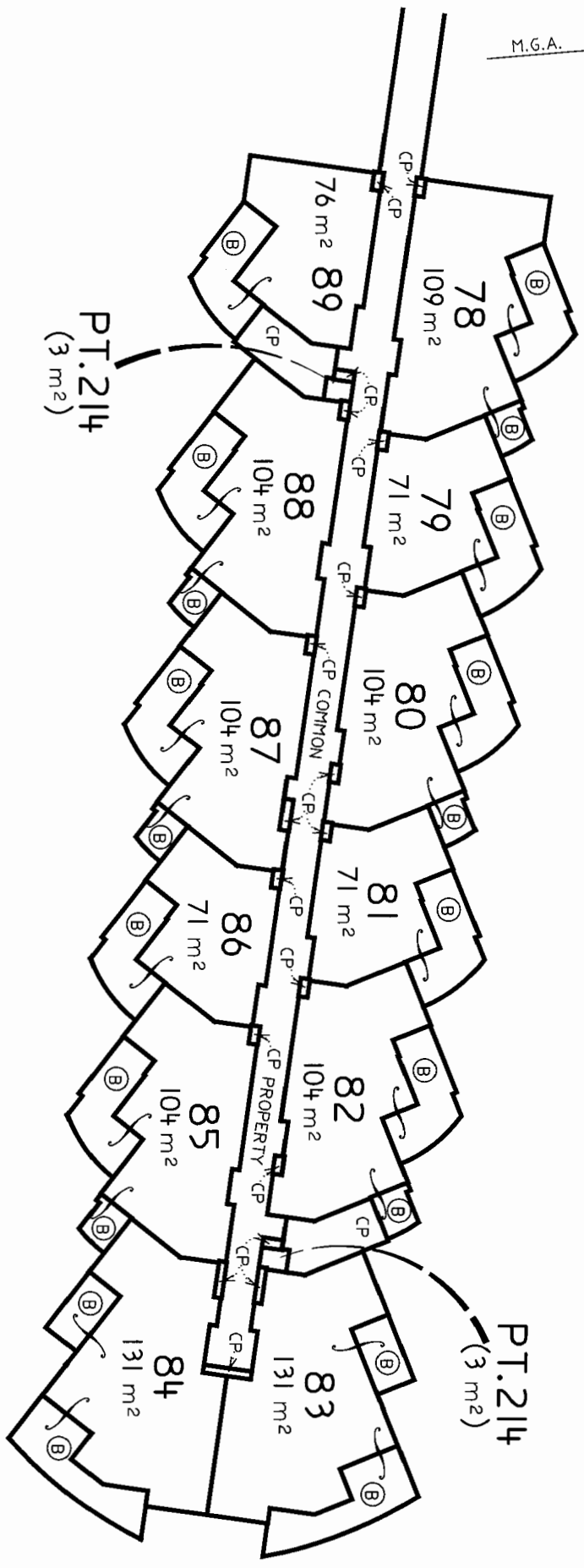
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



- ⓑ..... DENOTES BALCONY
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Lengths are in metres

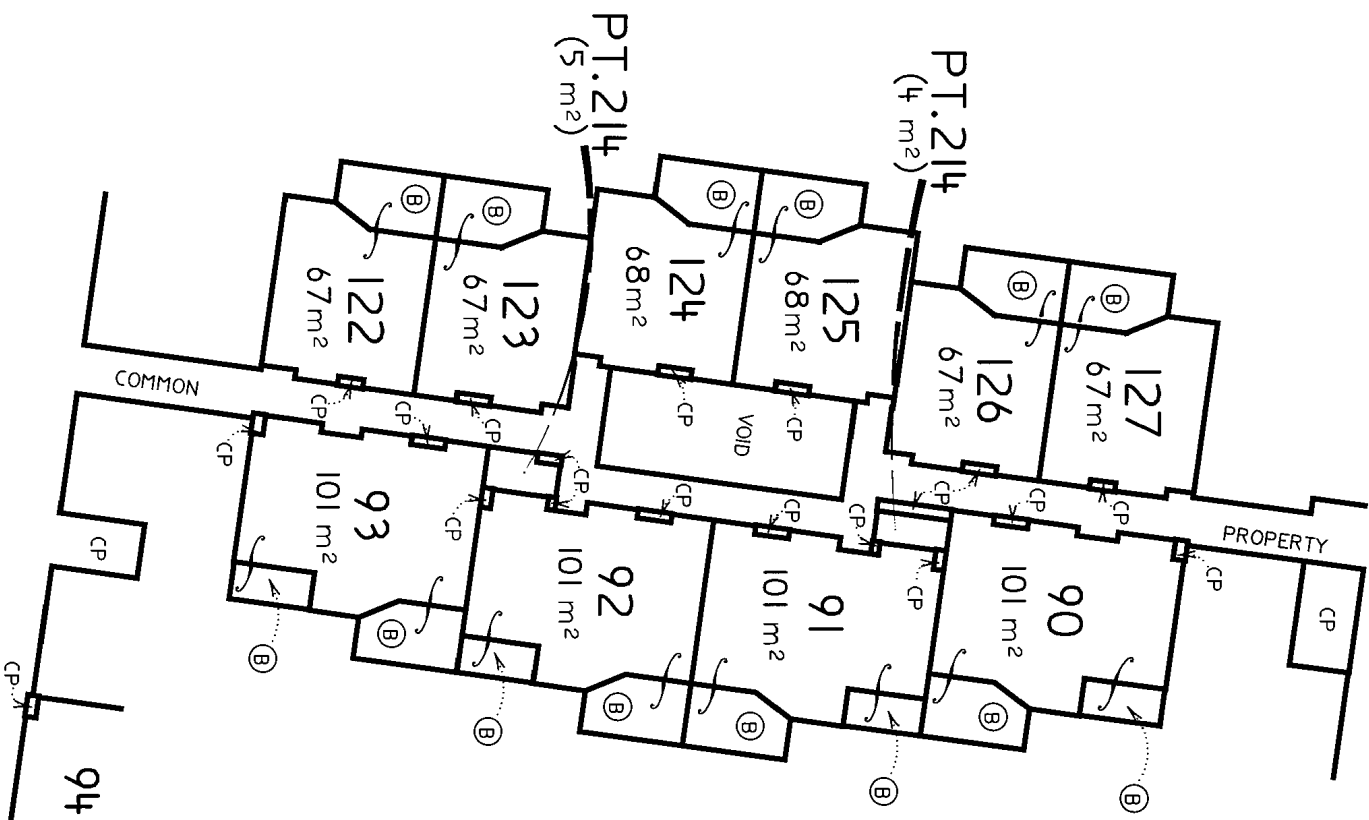
*Williamson*  
 Registered Surveyor

*Parsons*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



M.G.A.



FIRST FLOOR PLAN

SP73905

- Ⓟ..... DENOTES BALCONY
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Lengths are in metres

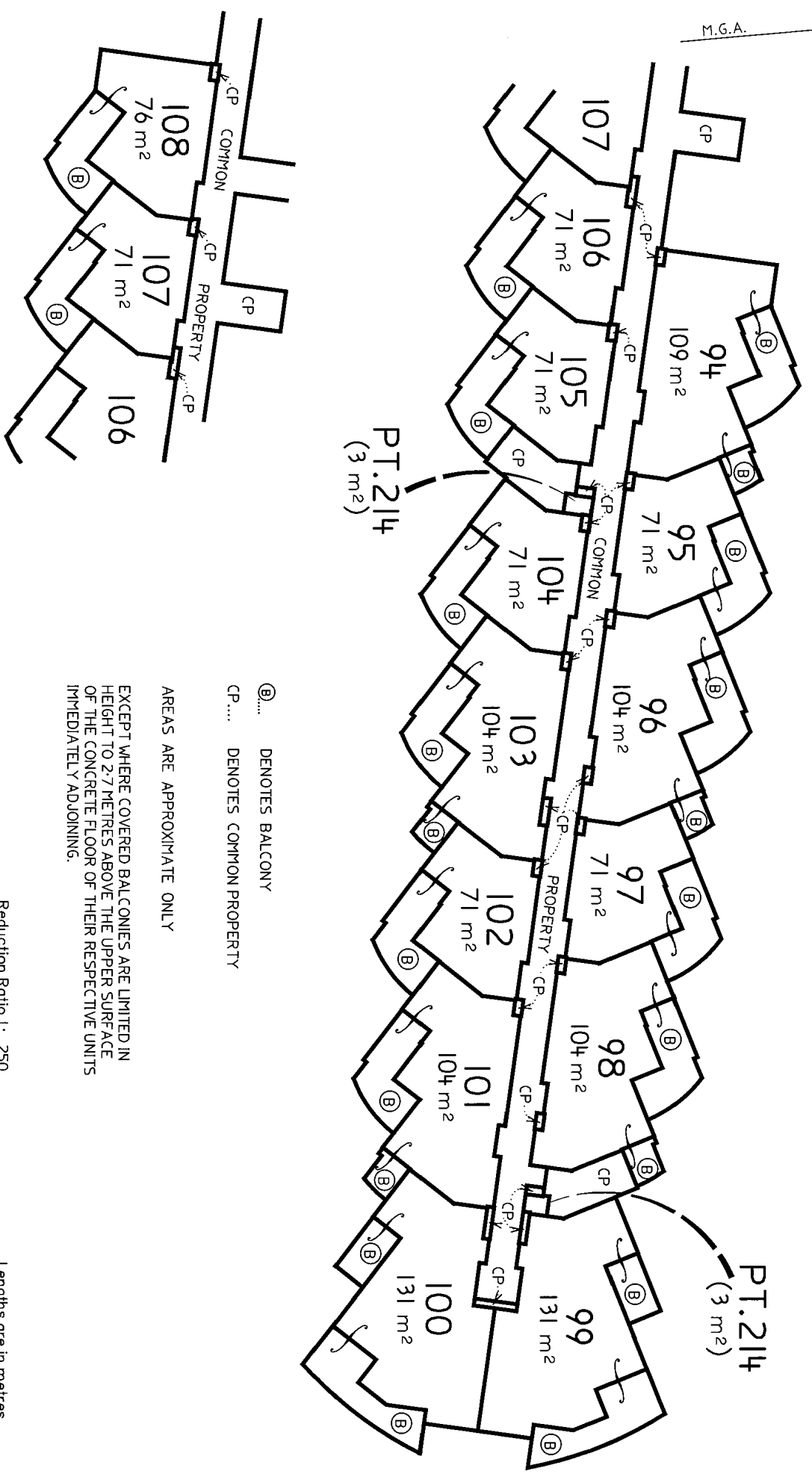
*W. Howden*  
Registered Surveyor

*W. Howden*  
Authorised Person / *Surveyor/Manager/Associated Entities*

SURVEYOR'S REFERENCE : 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



(B)..... DENOTES BALCONY  
 CP..... DENOTES COMMON PROPERTY  
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Lengths are in metres

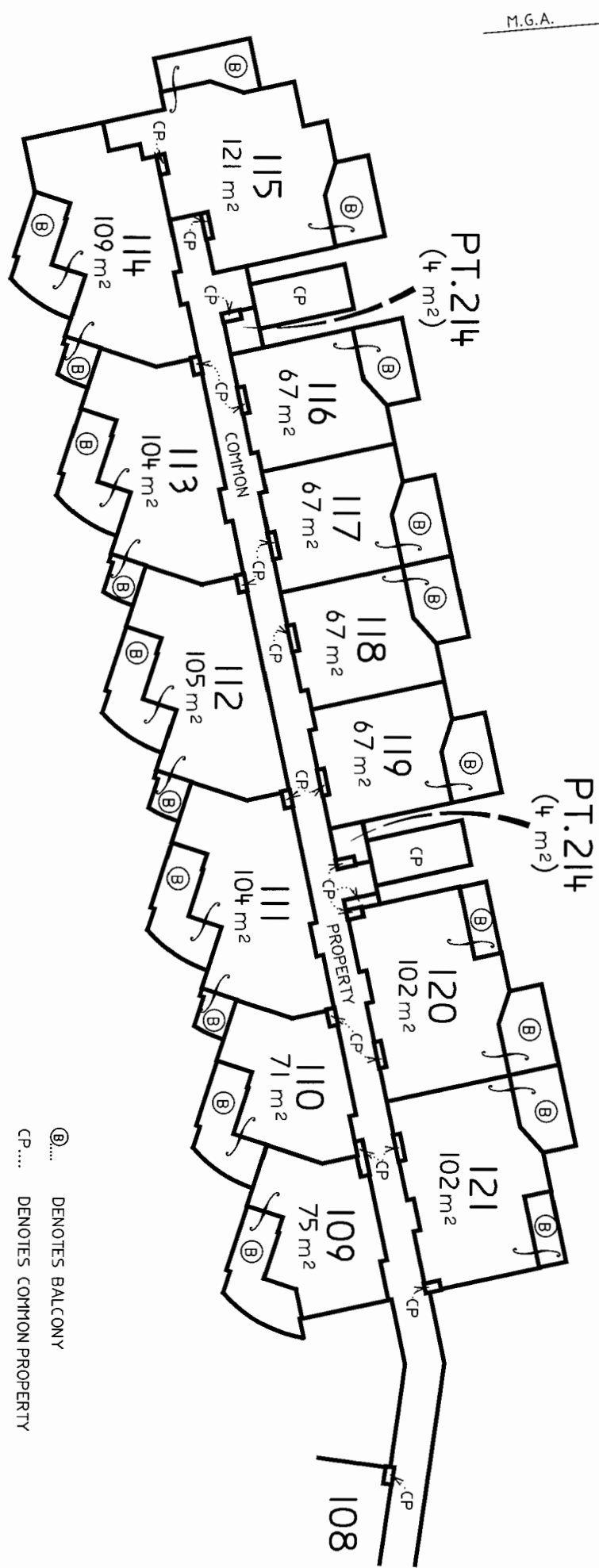
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



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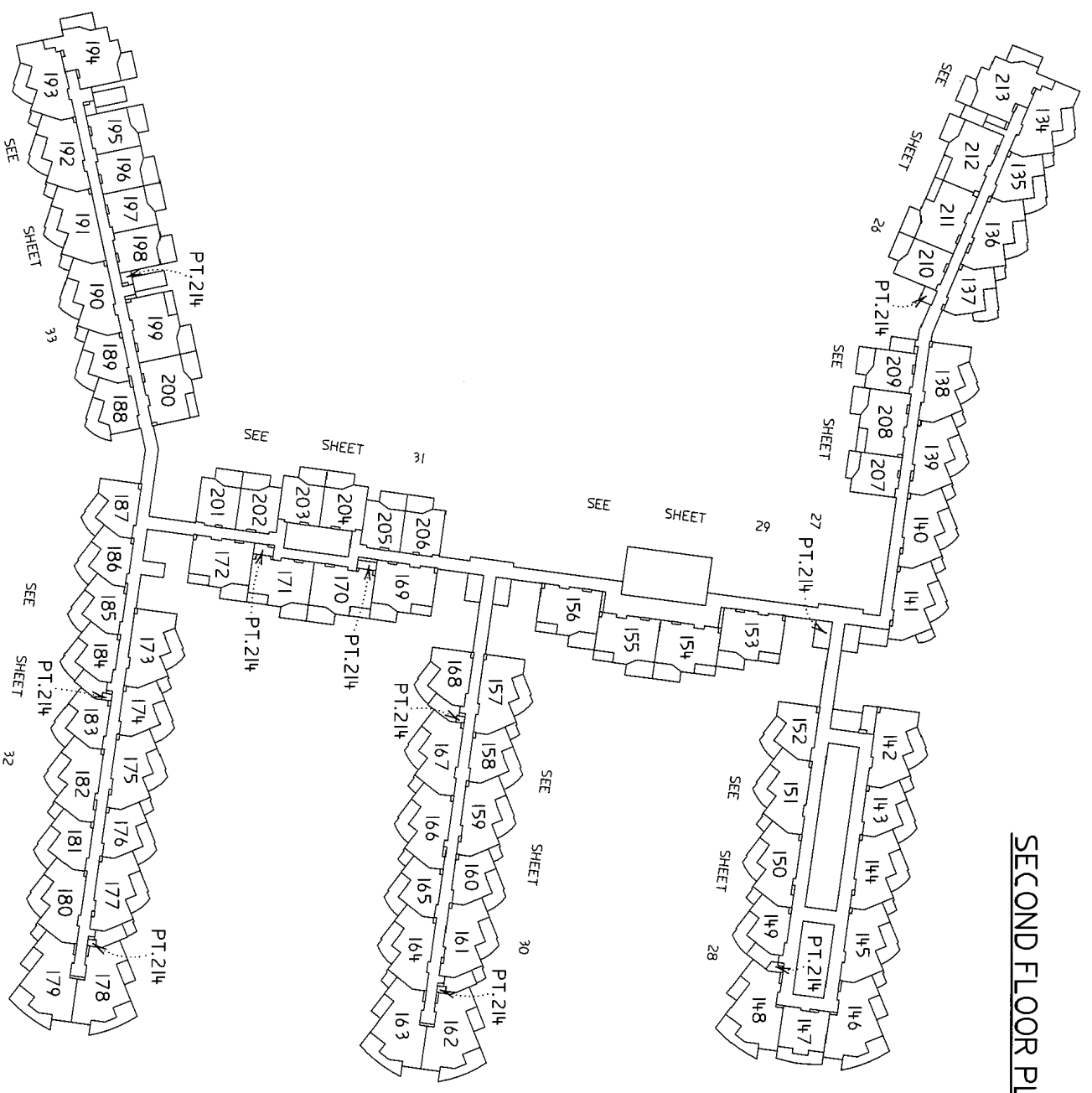
Reduction Ratio 1 : 250

Lengths are in metres

*J. Lawson*  
 Registered Surveyor

*J. Lawson*  
 Authorised Person / General Manager / Accredited Officer

SURVEYOR'S REFERENCE: 8145-10, Checklist



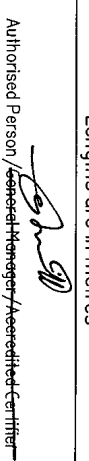
**SECOND FLOOR PLAN**

**SP73905**

Reduction Ratio : 800

Lengths are in metres

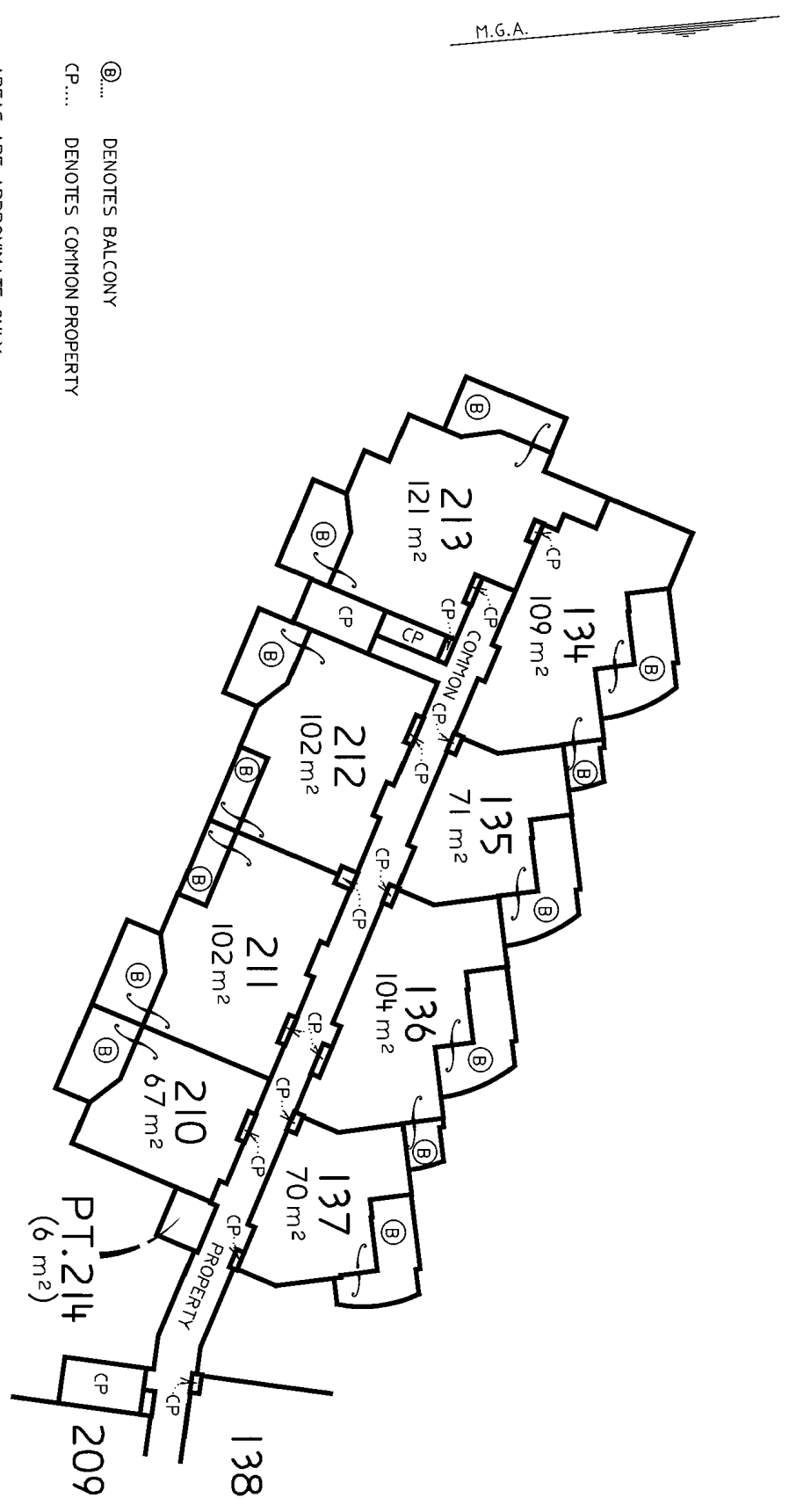
  
Registered Surveyor

  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE : 8145-10, Checklist

SECOND FLOOR PLAN

SP73905



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Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

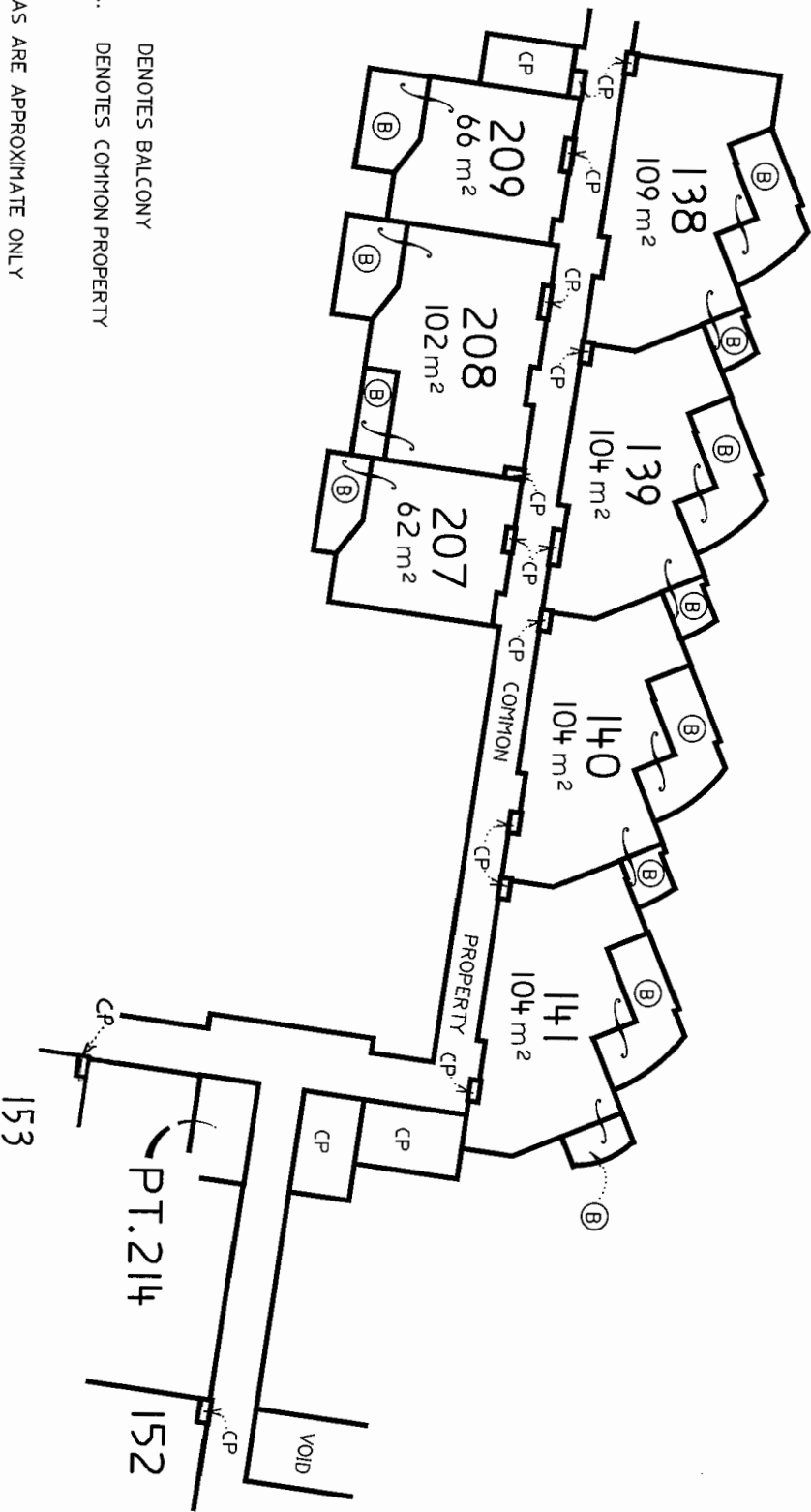
*[Signature]*  
 Authorised Person /Assistant Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

SECOND FLOOR PLAN

SP73905

M.G.A.



- ⓑ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY

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Lengths are in metres

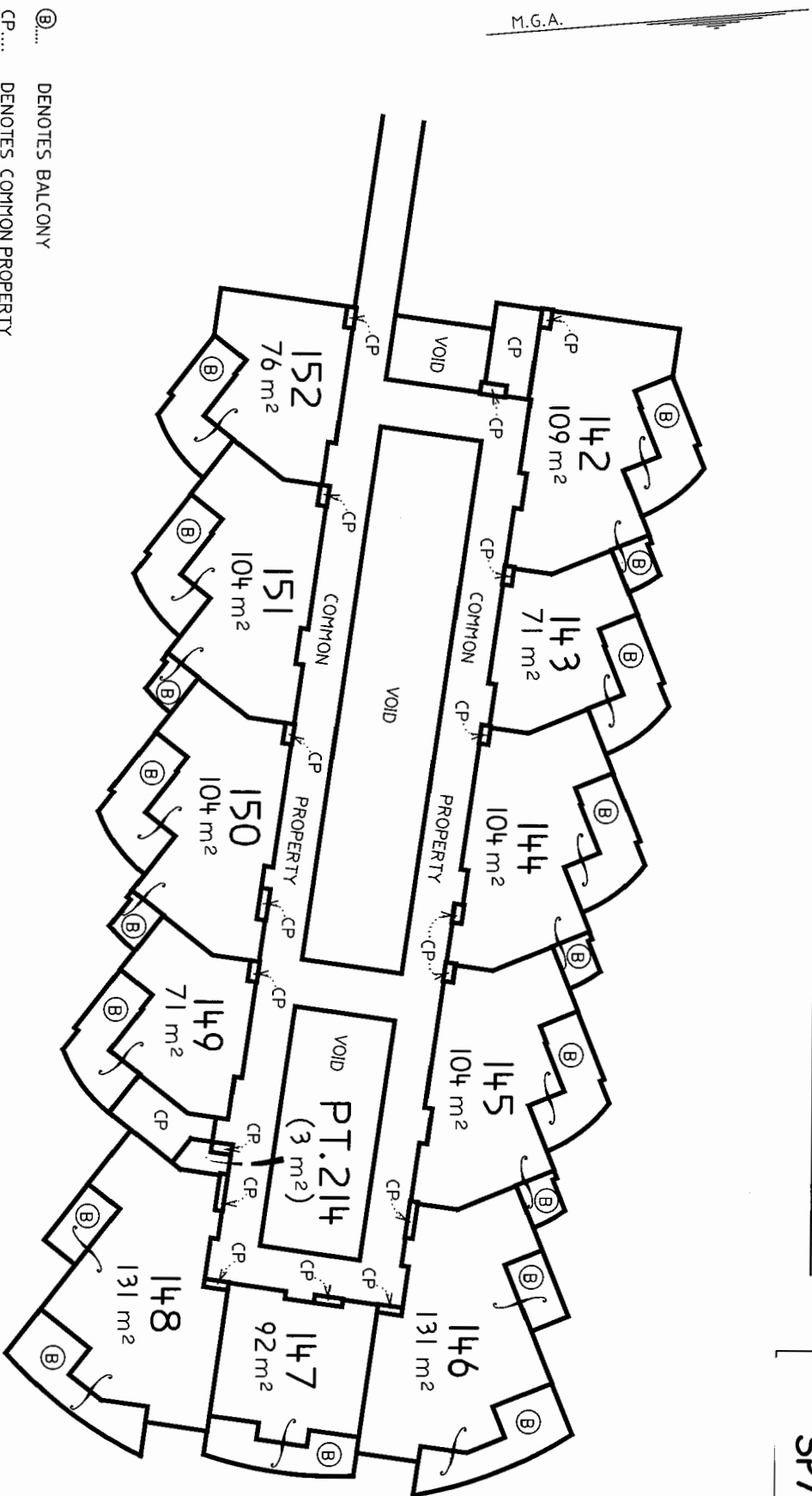
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

SECOND FLOOR PLAN

SP73905



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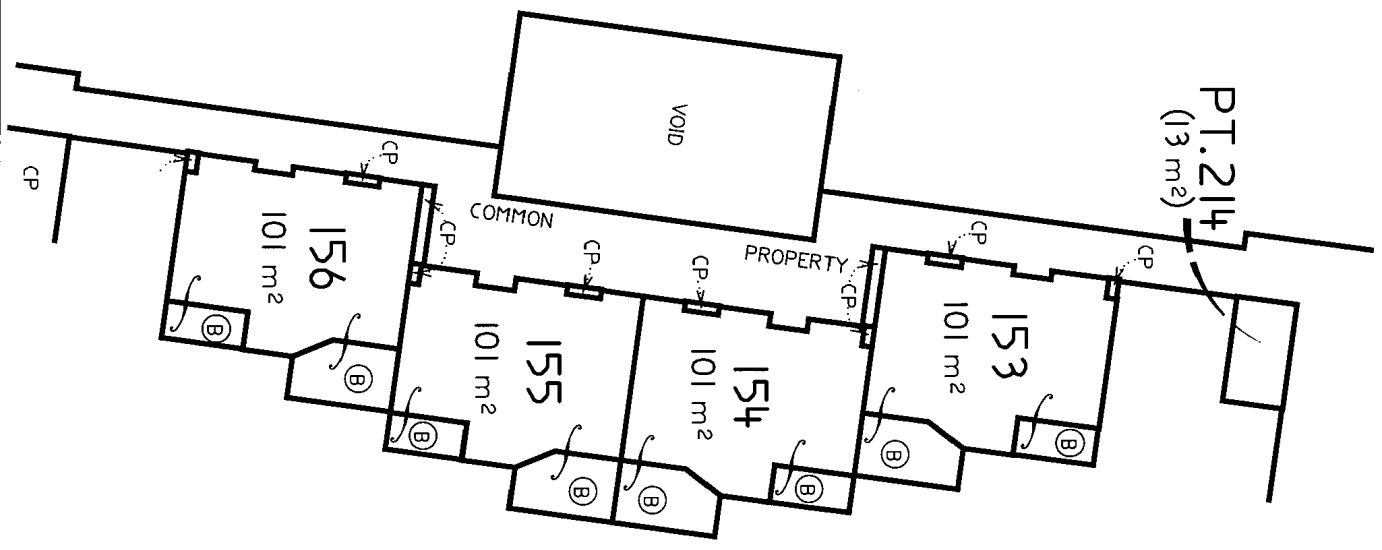
Reduction Ratio 1 : 250

Lengths are in metres

*R. Harrison*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / ~~General Manager~~ Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Check/isy



SECOND FLOOR PLAN

**SP73905**

Ⓟ..... DENOTES BALCONY

CP..... DENOTES COMMON PROPERTY

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*[Signature]*  
 Registered Surveyor

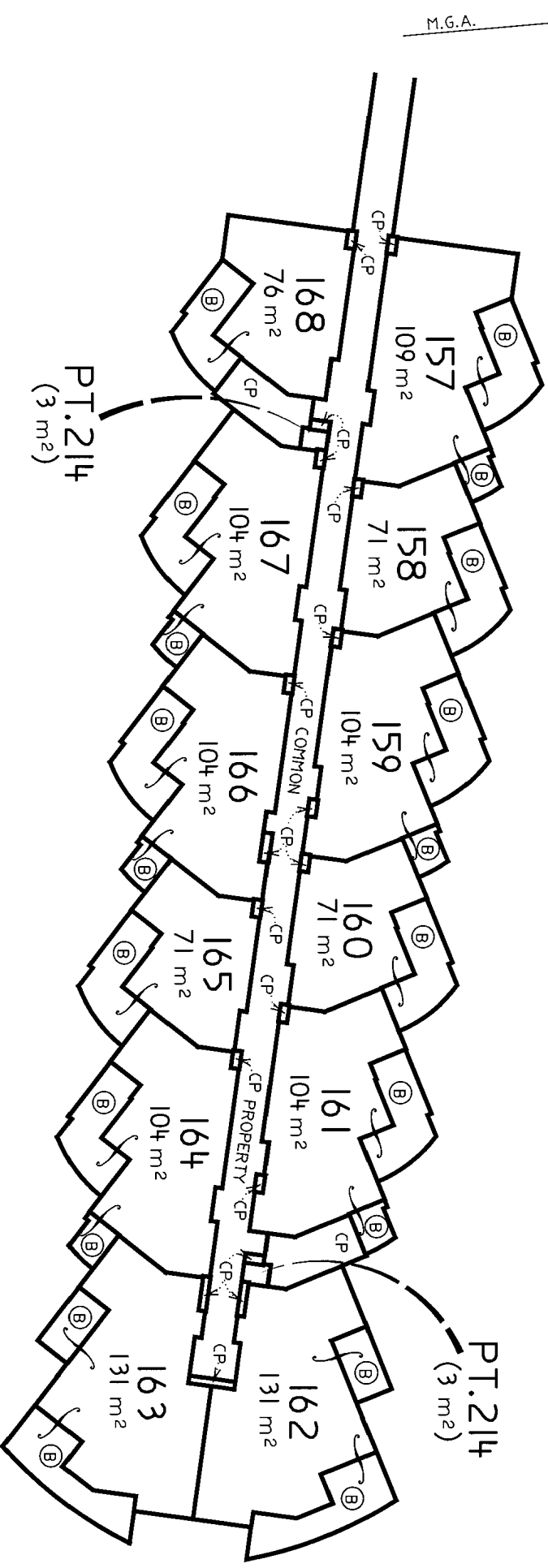
*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



SECOND FLOOR PLAN

SP73905



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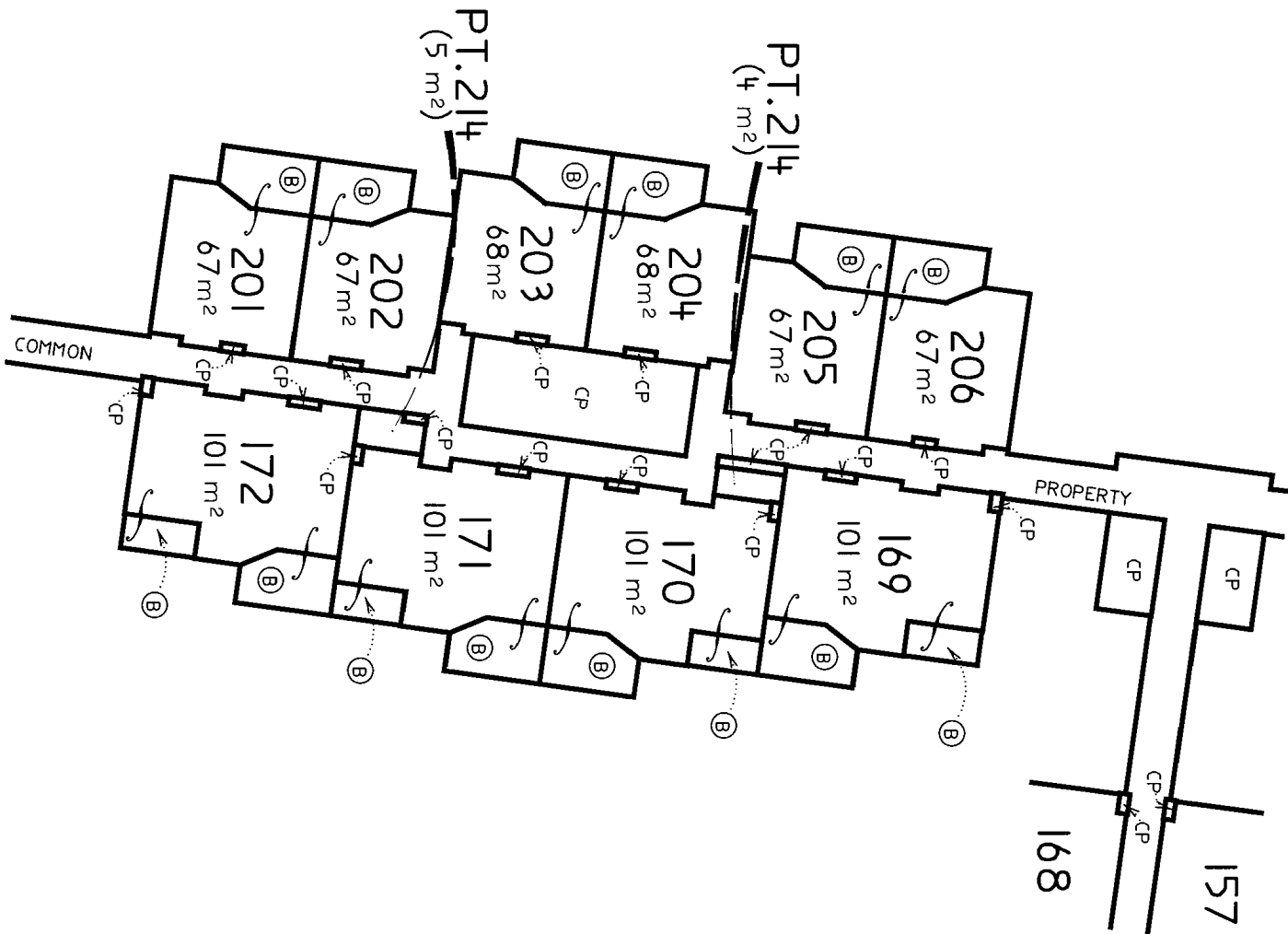
Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE : 8145-10, Checklist

M.G.A.



SECOND FLOOR PLAN

SP73905

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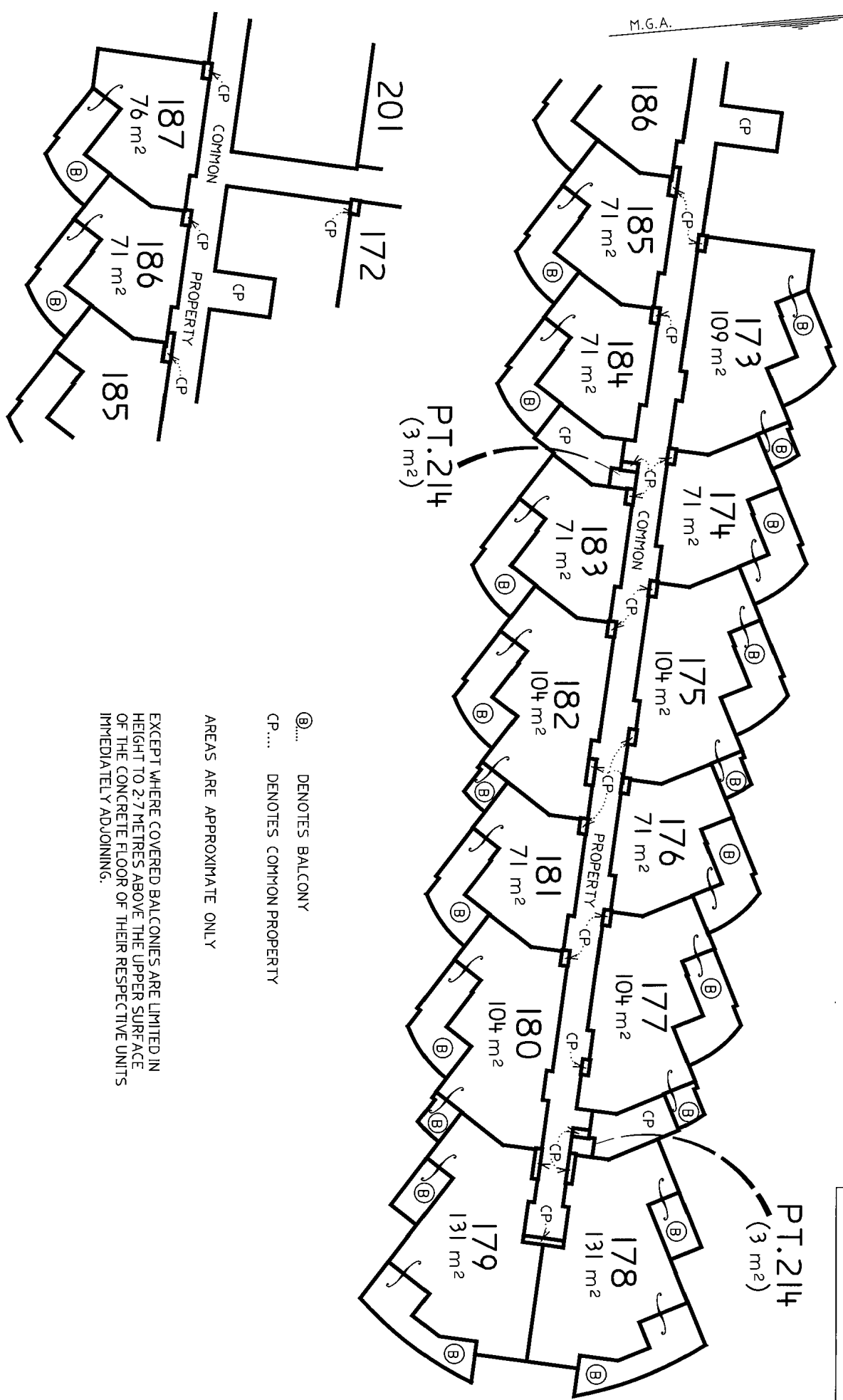
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

**SECOND FLOOR PLAN**

**SP73905**



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Reduction Ratio 1 : 250

Lengths are in metres

*W. Stewart*  
 Registered Surveyor

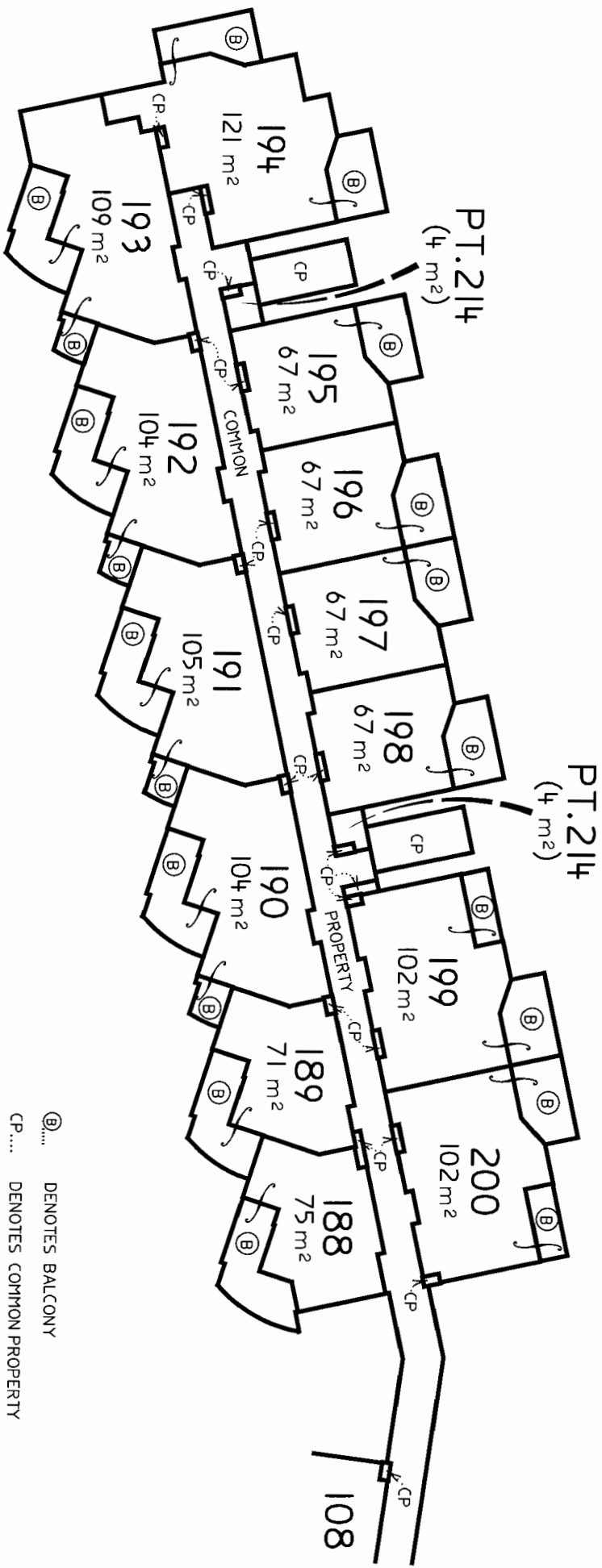
*W. Stewart*  
 Authorised Person /Leasener/Manager/ Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

SECOND FLOOR PLAN

SP73905

M.G.A.



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Reduction Ratio 1 : 250

Lengths are in metres

*W. Houston*  
 Registered Surveyor

*W. S. D.*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

SIGVATURES AND SEALS ONLY



Signed by City Pacific Limited AN  
 074 453 455 under section 127  
 of the Corporations Act 2001 in  
 the presence of:

Director  
 Director/Secretary

RECEIVED BY CAPITAL FINANCE  
 JUSTI SVALIA LIMITED A/CN 069 663 116  
 BY ITS DUTY APPOINTED MANAGERS  
 GREGORY DAVID RAMSAY  
 MATHRYN ANN BLOOD  
 ATTORNEYS-AT-LAW  
 For A No. 1006 Hill Street  
 SYDNEY NSW 2000

Office of the Registrar-General / Src:TRISearch / Ref: Mills Sale Kingscliff

Department of Lands Approval

In approving this plan I certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 File Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

Subdivision Certificate

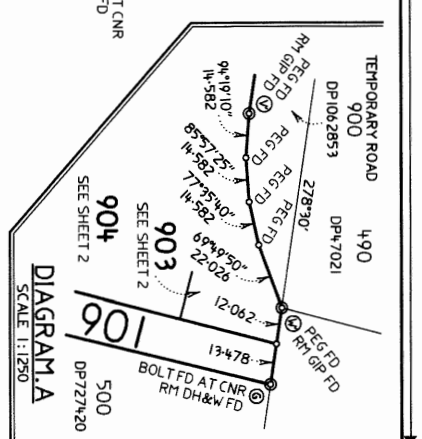
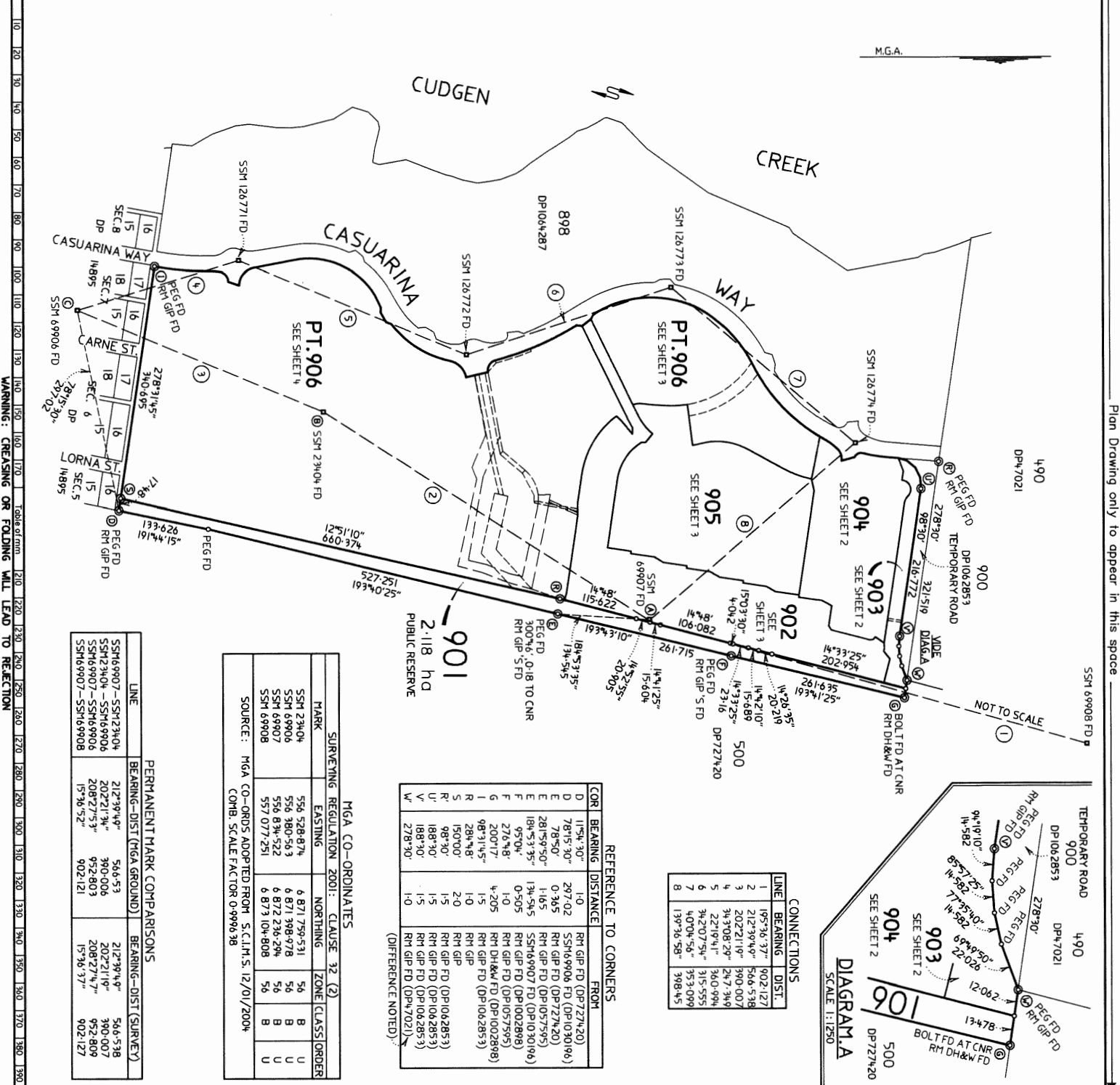
Carrying out the provisions of a DOP of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Authorised Person: \_\_\_\_\_  
 Consent Authority: Tweed Shire Council  
 Date of Endorsement: 28 June 2004  
 Accreditation no: \_\_\_\_\_  
 Subdivision Certificate no: SC0410045  
 Plan no: DP104287

When this plan is lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

\* Dates whenever applicable

SYDNEY'S REFERENCE: BMS-76, CHECKLIST



CONNECTIONS

LINE	BEARING	DIST
1	195°36'37"	902.127
2	212°39'49"	566.538
3	202°21'19"	390.007
4	34°30'8.29"	247.349
5	22°19'41"	34.0994
6	34°20'7.54"	315.555
7	40°04'56"	353.099
8	139°36'58"	398.445

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
D	115°4'30"	297.02	RM GIP FD (DP 727420)
D	78°5'30"	0.165	SSM 69906 FD (DP 1030 96)
E	281°59'50"	1.165	RM GIP FD (DP 727420)
E	184°5'3'35"	134.545	SSM 69907 FD (DP 1030 96)
F	95°04'	0.505	RM GIP FD (DP 1002898)
F	276°48'	4.205	RM GIP FD (DP 1057595)
G	200°17'	1.5	RM DH&W FD (DP 1002898)
I	98°31'45"	1.0	RM GIP FD (DP 1062853)
R	284°48'	2.0	RM GIP
S	150°0'	1.5	RM GIP FD (DP 1043853)
U	98°30'	1.5	RM GIP FD (DP 1062853)
U	188°30'	1.5	RM GIP FD (DP 1062853)
V	188°30'	1.0	RM GIP FD (DP 104287)
W	278°30'	1.0	RM GIP FD (DP 104287)

(DIFFERENCE NOTED)

MGA CO-ORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 23404	556 528.874	6 871 759.531	56	B	B
SSM 69906	556 380.563	6 871 398.978	56	B	U
SSM 69907	556 834.522	6 872 236.294	56	B	U
SSM 69908	557 077.251	6 873 104.808	56	B	U

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.H.S. 12/01/2004  
 COMB. SCALE FACTOR 0.9999638

PERMANENT MARK COMPARISONS

LINE	BEARING-DIST (TGA GROUND)	BEARING-DIST (SURVEY)
SSM 69907-SSM 23404	212°39'49" 566.53	212°39'49" 566.538
SSM 23404-SSM 69906	202°21'19" 390.006	202°21'19" 390.007
SSM 69907-SSM 69906	208°27'53" 952.803	208°27'53" 952.809
SSM 69907-SSM 69908	15°36'52" 902.121	15°36'52" 902.127

Registered: DP1066477

CA: \_\_\_\_\_

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: X 5467 42 & 44

Last Plan: DP1064287

PLAN OF SUBDIVISION OF LOT 899 IN DP1064287

Lengths are in metres. Reduction Ratio: 1:4000

LGA: TWEED

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

This is sheet 1 of my plan in \_\_\_\_\_ sheets (Over if applicable).

Surveying Regulation, 2001

1. PHILIP GEORGE BROOKER, No. 1901, 1901/1902 of KINGSCLIFF, GROUP SERVICES PTY. LTD., A.C.N. 081 790 132 a surveyor registered under the Surveying Act 2002, hereby certifies that this plan was prepared and the surveying operations herein were conducted in accordance with the Surveying Regulation 2001 and was completed on 2/2/2004.

The survey relates to: LOTS 901, 905 & 906

(The surveying plan and details thereon are deposited with the Registrar-General and are available for inspection at the Registrar-General's Office, Sydney, New South Wales, during business hours.)

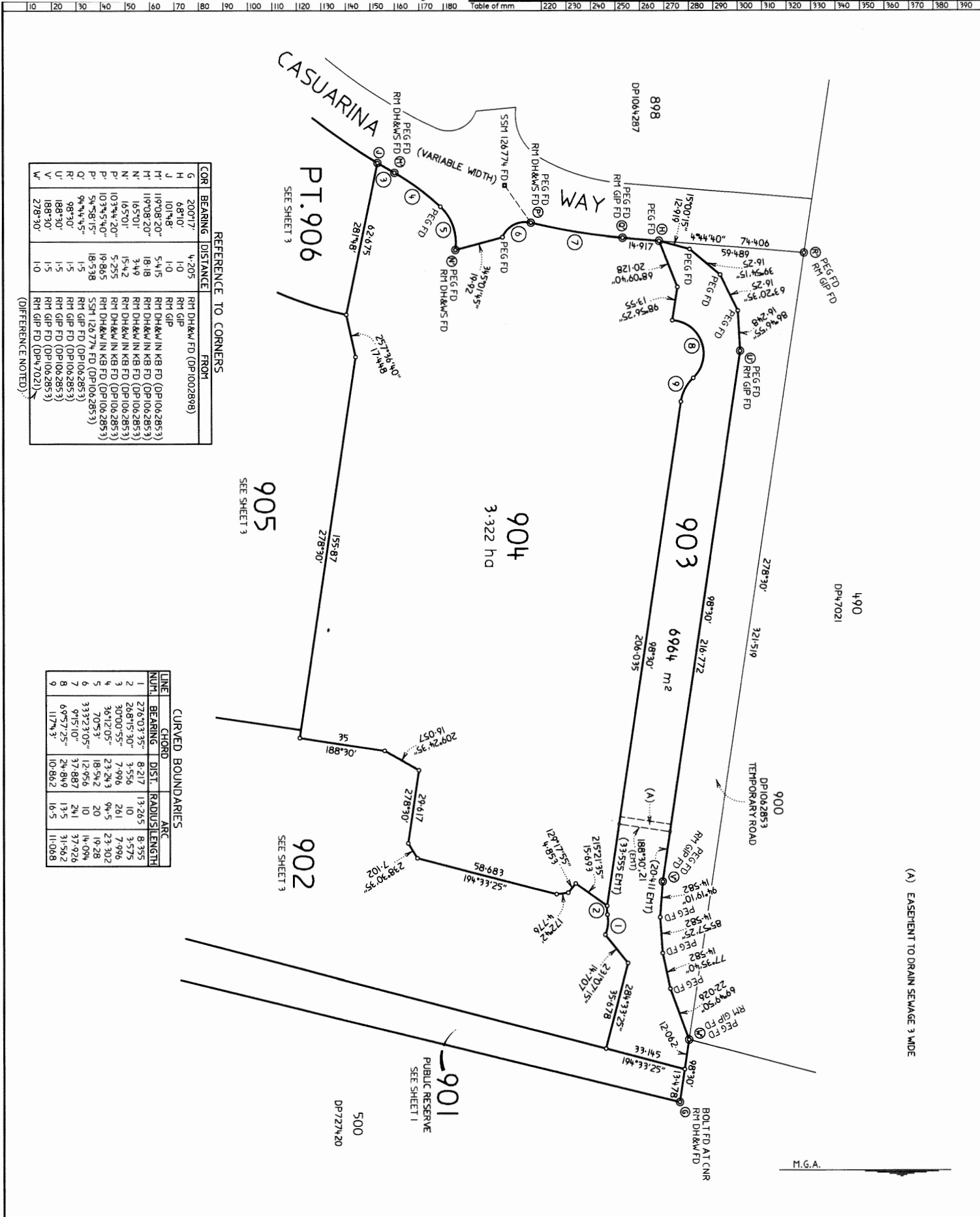
Zone: UTM/World  
 (Spheroid): \_\_\_\_\_  
 Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/completion  
 DP47021, DP14895, DP727420,  
 DP1002898, DP1030196, DP1057595,  
 DP1042853, DP104287

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED: --  
 TO CREATE LOT 901 AS PUBLIC RESERVE  
 TO CREATE PULSANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: --

1. EASEMENT TO DRAIN SEWAGE 3 MIDE  
 2. EASEMENT TO DRAIN WATER 17 MIDE  
 3. EASEMENT TO DRAIN WATER 6 MIDE  
 4. EASEMENT TO DRAIN WATER 20 MIDE & VARIABLE WIDTH  
 5. EASEMENT TO DRAIN SEWAGE 4 MIDE  
 6. EASEMENT TO DRAIN SEWAGE 4-47 MIDE  
 7. EASEMENT TO DRAIN SEWAGE 6 MIDE  
 8. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 9. RIGHT OF ACCESS 20.2 MIDE & VARIABLE WIDTH  
 10. EASEMENT FOR ELECTRICITY PURPOSES 3 MIDE



REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
G	200°17'	4.205	RM DH&W FD (DP1002898)
H	68°10'	1.0	RM GIP
J	101°48'	1.0	RM GIP
K	119°08'20"	5.415	RM DH&W IN KB FD (DP1062853)
L	119°08'20"	18.18	RM DH&W IN KB FD (DP1062853)
M	165°01'	3.49	RM DH&W IN KB FD (DP1062853)
N	165°01'	15.42	RM DH&W IN KB FD (DP1062853)
O	103°44'20"	5.255	RM DH&W IN KB FD (DP1062853)
P	103°44'20"	19.865	RM DH&W IN KB FD (DP1062853)
Q	54°58'15"	18.538	SSM 126774 FD (DP1062853)
R	94°44'45"	1.5	RM GIP FD (DP1062853)
U	98°30'	1.5	RM GIP FD (DP1062853)
V	188°30'	1.5	RM GIP FD (DP1062853)
W	278°30'	1.0	RM GIP FD (DP1062853)

CURVED BOUNDARIES

LINE	CHORD	DIST.	RADIUS	ARC LENGTH
1	276°03'35"	8.217	19.265	8.355
2	268°13'30"	3.536	10	3.775
3	30°00'55"	3.996	261	7.996
4	36°12'05"	23.243	94.5	23.302
5	70°53'	18.542	20	19.28
6	33°23'05"	12.956	10	14.094
7	91°51'07"	37.887	241	37.926
8	69°57'25"	24.849	13.5	31.562
9	117°43'	10.862	16.5	11.068

Registered: **DP1066477**

This is sheet 2 of my plan in 4 sheets dated 2/2/2004

Surveyor registered under Surveying Act, 2002

This is sheet 2 of the plan of 4 sheets created by subdivision certificate No. 350410075

Reduction Ratio 1:1000

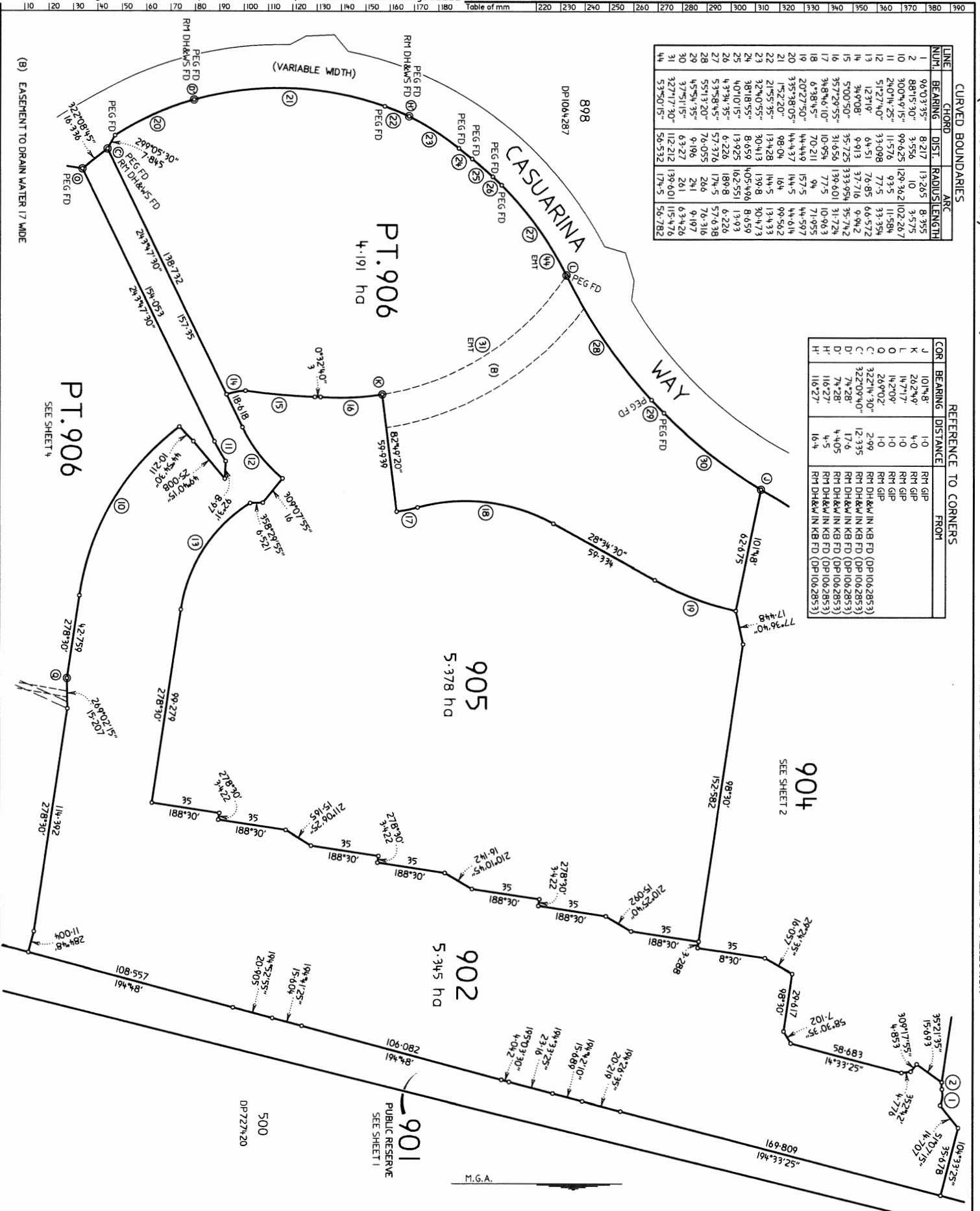
SWAYNE FOR S REFERENCE: BINS-78 CHECKLIST

**CURVED BOUNDARIES**

LINE	CHORD	ARC
NUM.	BEARING	DIST. RADIIUS/LENGTH
1	94°03'35"	8.217 13.265 8.395
2	88°15'30"	3.536 10 3.575
10	300°41'15"	99.625 129.362 102.267
11	240°14'25"	11.576 9.5 11.584
12	51°27'40"	33.098 77.5 33.394
13	12°31'0"	64.51 76.85 66.572
14	34°08'	9.913 33.376 9.942
15	57°00'50"	35.725 139.601 35.742
16	35°29'55"	31.656 139.601 31.724
17	34.8°46'10"	10.954 77.5 10.963
18	6°38'45"	70.211 94 71.955
19	20°27'50"	44.449 157.5 44.597
20	33°58'05"	44.437 144.5 44.614
21	1°52'20"	98.04 164 99.562
22	21°55'35"	134.28 144.5 134.73
23	32°40'55"	304.13 139.8 304.73
24	38°18'55"	8.659 105.496 8.659
25	40°10'15"	19.425 162.531 19.43
26	43°34'35"	6.226 189.8 6.226
27	53°58'45"	57.376 174.5 57.638
28	55°13'20"	76.055 286 76.316
29	45°54'35"	6.327 241 6.3426
30	37°51'15"	9.196 241 9.197
31	32°17'30"	112.212 139.601 115.476
44	53°50'15"	56.532 174.5 56.782

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
J	101°48'	1.0	RM GIP
K	262°29'	4.0	RM GIP
L	147°17'	1.0	RM GIP
O	142°00'	1.0	RM GIP
P	268°02'	1.0	RM GIP
Q	322°04'30"	2.99	RM DH&W IN KB FD (DP 106.2853)
R	74°28'	12.335	RM DH&W IN KB FD (DP 106.2853)
S	162°27'	4.405	RM DH&W IN KB FD (DP 106.2853)
T	162°27'	4.405	RM DH&W IN KB FD (DP 106.2853)
U	162°27'	16.4	RM DH&W IN KB FD (DP 106.2853)



DP1066477

Registered: *[Signature]* 8-9-2004

This is sheet 3 of my plan in 4 sheets dated 2/2/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. of *Scopacors*

Authorized Person/Geotechnician/Assessed-Condition

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

Reduction Ratio 1:1250

SOME FOR REFERENCE: 045-76 CHECKLIST

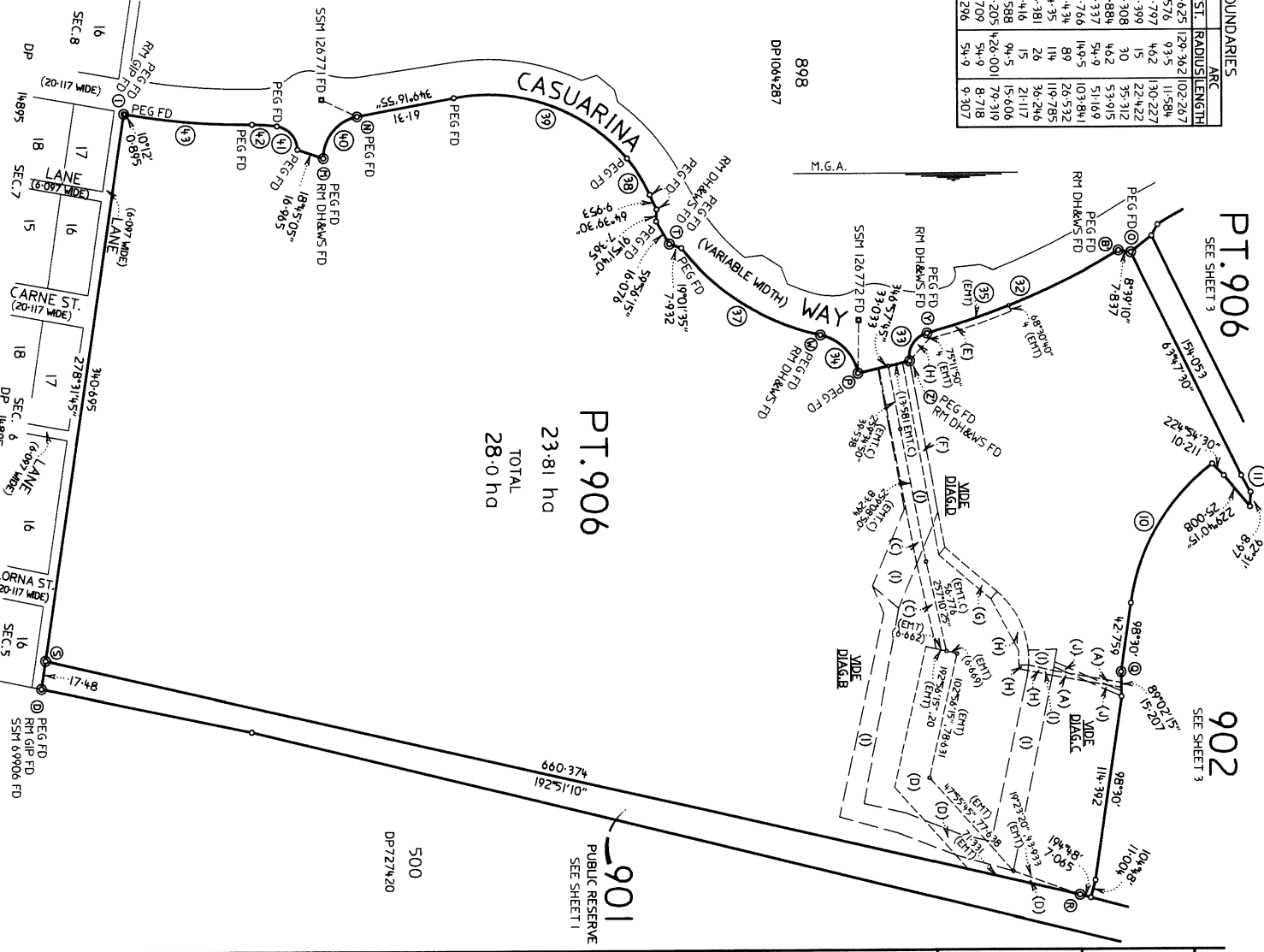
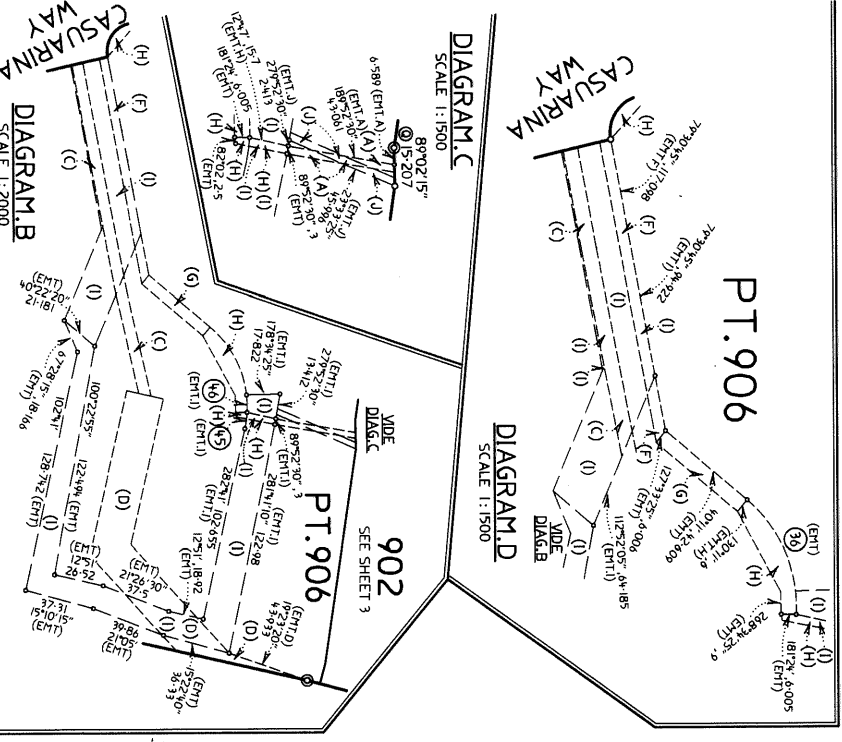
REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
D	115°4'30"	1.0	RM GIP FD (DP1227420)
D	78°15'30"	297.02	SSM16906 FD (DP1030196)
L	98°31'45"	1.5	RM GIP FD (DP1062853)
M	18°3'55"	3.54	RM DH&M IN KB FD (DP1062853)
M	18°4'25"	13.585	RM DH&M IN KB FD (DP1062853)
N	23°29'15"	24.551	SSM126771 FD (DP1062853)
N	142°0'0"	1.0	RM GIP
O	90°55'15"	3.3012	SSM126772 FD (DP1062853)
P	28°49'02"	1.0	RM GIP
Q	150°0'0"	2.0	RM GIP
R	59°37'	3.465	RM DH&M IN KB FD (DP1062853)
T	59°37'50"	12.62	RM DH&M IN KB FD (DP1062853)
T	101°58'30"	5.435	RM DH&M IN KB FD (DP1062853)
W	102°02'20"	19.34	RM DH&M IN KB FD (DP1062853)
W	5.695	20.37	RM DH&M IN KB FD (DP1062853)
Y	75°12'30"	5.35	RM DH&M IN KB FD (DP1062853)
Y	59°03'	7.345	RM DH&M IN KB FD (DP1062853)
Z	346°57'30"	25.05	RM DH&M IN KB FD (DP1062853)
Z	346°57'30"	25.05	RM DH&M IN KB FD (DP1062853)

CURVED BOUNDARIES

LINE	BEARING	CHORD	DIST	RADIUS	ARC LENGTH
10	120°49'15"	99.625	129.362	102.287	
11	60°14'25"	11.576	93.5	11.584	
32	337°07'20"	129.797	46.2	132.422	
33	302°21'5"	20.999	15	22.422	
34	45°47'30"	33.308	30	35.312	
35	341°51'15"	53.884	46.2	53.915	
36	64°53'05"	49.337	94.5	51.619	
37	31°58'15"	101.766	149.5	103.841	
38	58°01'30"	26.434	89	26.532	
39	19°23'	114.35	114	119.785	
40	309°20'40"	33.381	26	36.246	
41	49°00'15"	19.416	15	21.117	
42	35°6'35"	15.588	94.5	15.606	
43	45°1'55"	79.205	426.001	79.319	
44	268°04'05"	54.9	9.296	54.9	
45	288°43'45"	54.9	9.307	54.9	
46	288°43'45"	54.9	9.307	54.9	

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN WATER 6 WIDE
- (C) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH
- (D) EASEMENT TO DRAIN SEWAGE 4 WIDE
- (E) EASEMENT TO DRAIN SEWAGE 4+40' WIDE
- (F) EASEMENT TO DRAIN SEWAGE 6 WIDE
- (G) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (H) RIGHT OF ACCESS 20'2 WIDE & VARIABLE WIDTH
- (I) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE



PT. 906  
TOTAL  
23.81 ha  
TOTAL  
28.0 ha

Public Reserve  
SEE SHEET 1

500  
DP727420

Reduction Ratio 1: 2000

DP1066477

Registered: *H. 571004*

This is sheet 4 of my plan in 4 sheets dated 2/1/2004

*H. Brooker*

Surveyor registered under Surveying Act, 2002.

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SC04/10045

*M. Rogers*

Authorized Person / Licensed Surveyor / Assessor/Certifier

For use where space is insufficient in only point on Plan Form 2

Surveyor's Reference: 8WS-76 CHECKLIST



Instrument setting out terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 2 sheets)

# DP1066477

Subdivision covered by Council's Certificate No  
~~SC04/0045~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina, Qld, 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 – 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1.	Easement to drain sewage 3 wide	903, 906	Tweed Shire Council
2.	Easement to drain water 17 wide	906	Tweed Shire Council
3.	Easement to drain water 6 wide	906	Tweed Shire Council
4.	Easement to drain water 20 wide and variable width	906	Tweed Shire Council
5.	Easement to drain sewage 4 wide	906	Tweed Shire Council
6.	Easement to drain sewage 4.467 wide	906	Tweed Shire Council
7.	Easement to drain sewage 6 wide	906	Tweed Shire Council
8.	Easement to drain sewage variable width	906	Tweed Shire Council
9.	Right of access 20.2 wide and variable width	906	Tweed Shire Council
10.	Easement for electricity purposes 3 wide	906	Tweed Shire Council

## Part 2 (Terms)

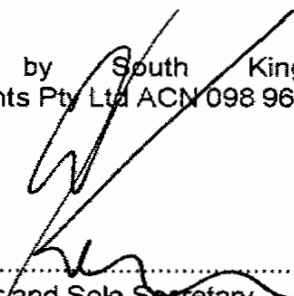
Name of Person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly referred to in the abovementioned plan:

Tweed Shire Council

342497\_1.DOC (Subdivision of Lot 899)

# DP1066477

(Sheet 2 of 2 sheets)

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266  
  
Sole Director and Sole Secretary



Brian Ray  
Print Name

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys GREGORY DAVID RAMSAY STATE MANAGER and KATHRYN ANN BUDD SETTLEMENT OFFICE SUPERVISOR under Power of Attorney Number 90476266 Book 4228 No 968

G. Ramsey  
Attorney

who certify they have no notice of revocation of the said power of attorney in the presence of:

K. Budd  
Attorney

A. Van Wyk  
Witness

**AMANDA VAN WYK**  
Print Name CF CAPITAL FINANCE AUSTRALIA LTD.  
LEVEL 10, 127 CREEK ST,  
BRISBANE QLD.

Executed by City Pacific Limited ACN 079 453 955 by its duly appointed attorneys Stuart Handley Kissick and Phillip Keith Sullivan under Power of Attorney Number Book 4424 No 979

Stuart Handley Kissick  
Attorney

who certify they have no notice of revocation of the said power of attorney in the presence of:

M. Sullivan  
Attorney

[Signature]  
Witness

Jean Cheesley  
Print Name CF - 13 NERANG ST,  
SOORSPORT, QLD.

[Signature]  
Tweed Shire Council  
Authorised Person/General Manger





*Brian Davy  
Sole Director  
& Sole Secretary*

*Executed by City Pacific Lawyers  
Plan 079 453 955 as trustee  
By its duly appointed attorney  
Grant handled Kessick  
under power of attorney Book  
4422 no 979 who declares he  
has no notification of the  
revocation of the power of  
attorney.*

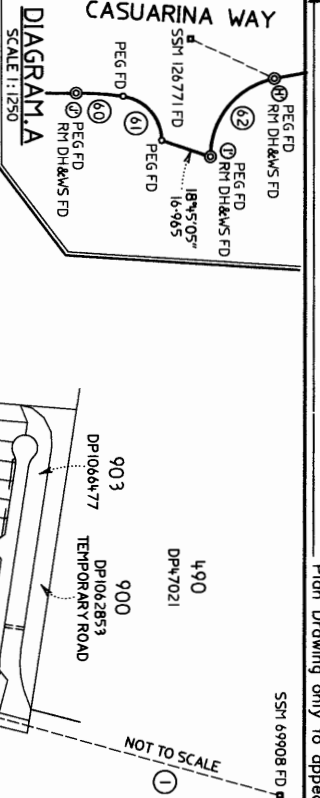
*36, Collins Street  
VIC 3000  
Book 42288  
No 968*

ANDREW GEORGE BARKER  
ADMINISTRATIVE SERVICES  
UNIT CERTIFIED THAT THEY HAVE NO NOTICE OF REVOCATION  
OF THE SAID POWER OF ATTORNEY ADVA. IN THE  
PRESIDENCE OF:

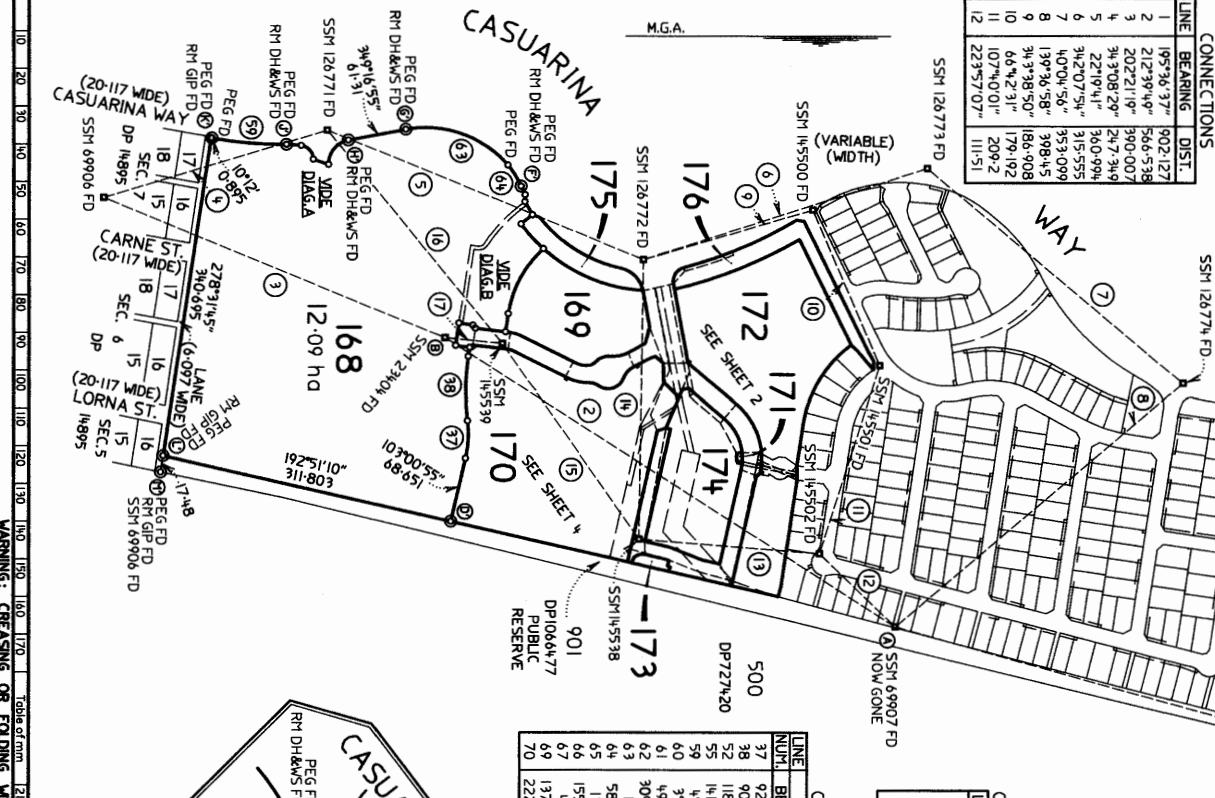
PAUL ROBERT RYS  
JUSTICE OF THE PEACE COM. DEC. 2017  
12-7 CREEL STREET  
BRISBANE

Department of Land and Approval  
In opposing this plan certify  
(Authorised Officer)  
That all necessary approvals in regard to the allocation of the  
land shown herein have been given.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Office: \_\_\_\_\_  
Subdivision Certificate  
I certify that the provision of a plan of the Environment Planning  
Department for 1979 have been satisfied in relation to the  
proposed \_\_\_\_\_  
(Owner, Subdivision or new road)  
\*Authorised Person, General Manager, Planning & Development  
General Authority: \_\_\_\_\_  
Date of Endorsement: 5 NOVEMBER 2004  
Assessment no.: \_\_\_\_\_  
Subdivision Certificate no.: S5001 0594  
Plan no.: DP1075495  
Note: This plan is to be lodged electronically in the Land Title Office. It  
must include a signature in an electronic or digital format approved  
by the Registrar-General.  
\*Delete whichever is inapplicable.  
SUBDIVISION REFERENCE: DMS-023 CHECKLIST



LINE	BEARING	DIST.
1	195°36'37"	902.127
2	212°39'49"	566.538
3	202°21'19"	990.007
4	31°30'08.29"	247.319
5	22°19'41"	340.994
6	140°04'56"	315.555
7	109°36'58"	398.445
8	31°38'50"	184.908
9	64°42'31"	179.182
10	107°40'01"	209.2
11		
12	223°57'07"	111.51

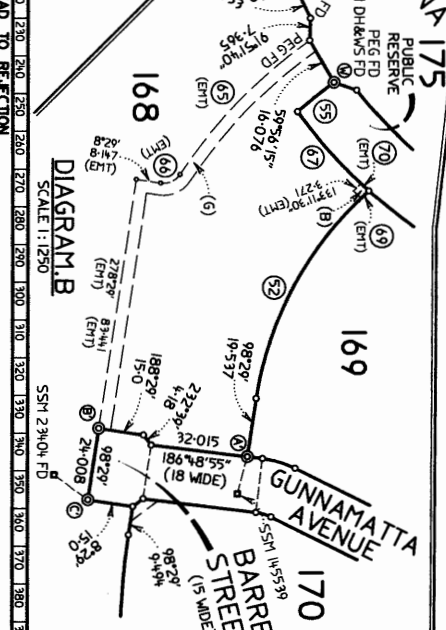


MARK	MGA CO-ORDINATES				REGULATION 2001: CLAUSE 32 (2)	ZONE	CLASS	ORDER
	EASTING	NORTHING	EASTING	NORTHING				
SSM 23404	556 528.874	6 871 759.531	56	B	U			
SSM 69906	556 380.563	6 871 398.978	56	B	U			
SSM 69907	556 834.522	6 872 236.294	56	B	U			
SSM 69908	557 077.251	6 873 104.808	56	B	U			
SSM 126771	556 308.864	6 871 639.616	56	B	U			
SSM 126772	556 445.071	6 871 969.914	56	B	U			
SSM 126773	556 349.196	6 872 269.945	56	B	U			
SSM 126774	556 576.477	6 872 539.998	56	B	U			
SOURCE:	MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 27/09/2004 COMB. SCALE FACTOR 0.999638							

LINE	BEARING	DIST.
1	184°30'48"	191.741
13	270°51'28"	256.243
15	239°01'29"	252.789
16	230°47'12"	291.973
17	185°47'27"	60.923

LINE	BEARING	DIST.	ARC
37	92°55'50"	39.916	14
38	90°39'55"	68.012	250
52	118°21'55"	78.218	115
55	140°17'10"	15.513	150.251
59	4°51'55"	76.205	76.205
60	149°00'15"	15.588	15
61	149°00'15"	33.381	26
62	92°32'40"	114.435	114.435
63	183°01'30"	24.944	89
64	139°51'30"	11.435	11.435
65	139°51'30"	33.381	26
66	155°52'10"	61.703	166.25
67	155°52'10"	7.007	6.5
68	137°22'40"	35.251	172.819
69	137°22'40"	3.504	115
70	222°36'25"	3.504	172.819

COR.	BEARING	DISTANCE	PERMANENT MARK COMPARISONS		FROM
			BEARING-DIST (MGA GRID)	BEARING-DIST (SURVEY)	
W	59°37'	346.5	212°39'49"	556.538	RM DH & WIN KB FD (DP 1002853)
A	59°34'50"	12.862	390.006	390.007	RM DH & WIN KB FD (DP 1002853)
B	284°44'55"	11-11	208°27'53"	953.809	RM DH & WIN KB FD (DP 1002853)
C	82°9'	11-11	15°54'52"	902.121	RM GP
D	82°9'	11-11	31°30'8'37"	247.319	RM GP
E	36°10'40"	13.859	546.802	546.802	RM DH & WIN KB FD (DP 1002853)
F	103°34'30"	19.431	22°19'41"	247.319	RM DH & WIN KB FD (DP 1002853)
G	132°34'	5.882	34°20'8'03"	315.555	RM DH & WIN KB FD (DP 1002853)
H	121°29"	16.855	34°20'8'03"	315.555	RM DH & WIN KB FD (DP 1002853)
I	94°11'05"	6.855	40°04'56"	353.099	RM DH & WIN KB FD (DP 1002853)
J	130°59'20"	19.936	109°36'58"	398.445	RM DH & WIN KB FD (DP 1002853)
K	100°38'25"	24.515	19°37'08"	398.445	RM DH & WIN KB FD (DP 1002853)
L	181°35'	3.54			RM DH & WIN KB FD (DP 1002853)
M	139°59'30"	7.884			RM DH & WIN KB FD (DP 1002853)
N	184°2'50"	13.585			RM DH & WIN KB FD (DP 1002853)
O	139°59'30"	17.721			RM DH & WIN KB FD (DP 1002853)
P	98°31'45"	1.5			RM GP FD (DP 1006477)
Q	150°0'	2			RM GP FD (DP 1006477)
R	115°4'30"	1			RM GP FD (DP 1006477)
S	78°15'30"	297.02			SSM 69906 FD (DP 1030196)



Registered: LAW 15.11.2004  
C.A.: SEE CERTIFICATE  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: X 5467-42, 44  
Last Plan: DP1070791

PLAN OF SUBDIVISION OF LOT 909 IN DP 1070791

Lengths are in metres. Reduction Ratio: 1:4000

LGA: TWEED

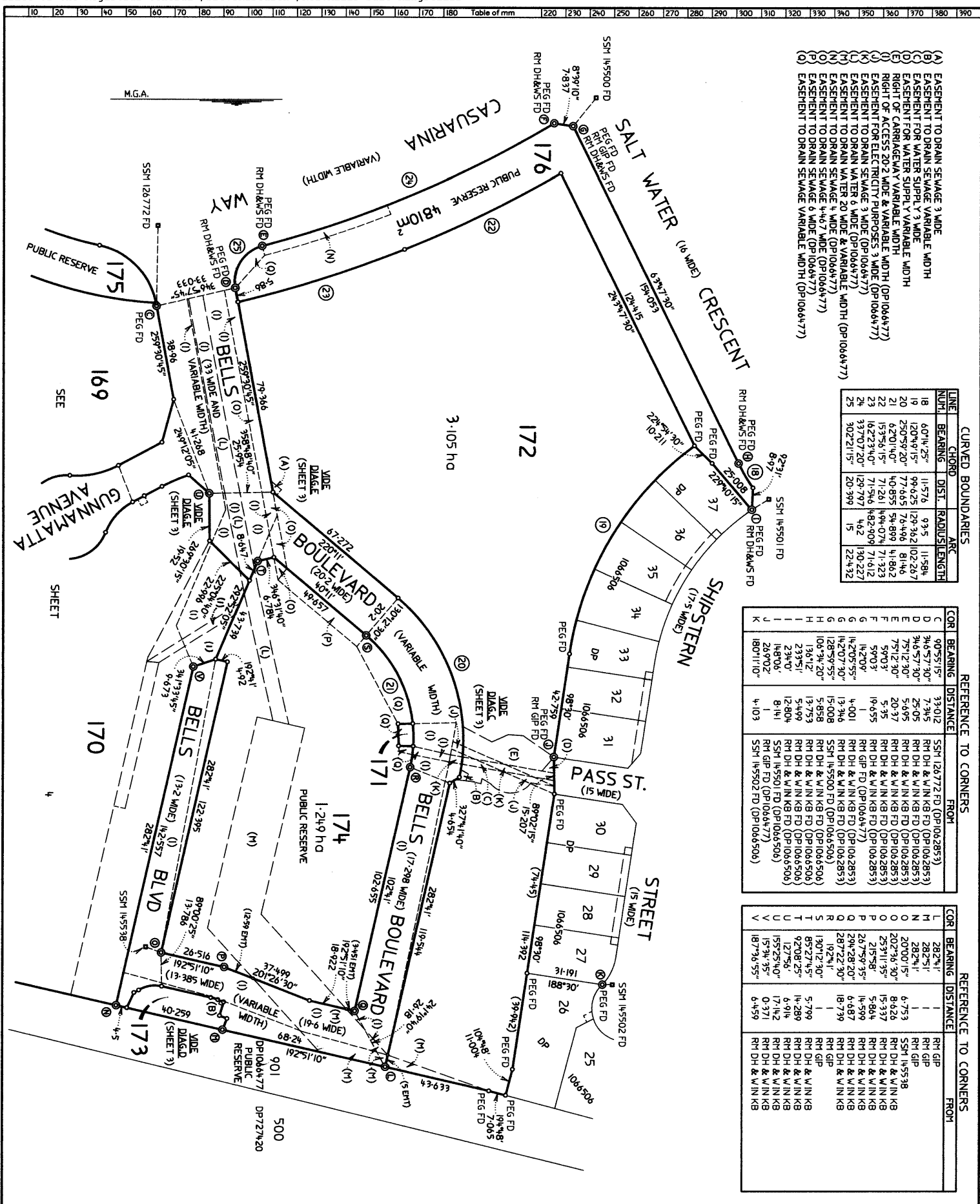
Locality: KINGSCLIFF  
Parish: CUDGEN  
County: ROUS

This is sheet 1 of 1 only in this sheets.

Survey Regulation, 2001  
PHILIP GEORGE BARKER  
a surveyor registered under the Surveying Act, 2002. I hereby  
advise that I have completed the Surveying Act, 2002  
requirements for the subdivision of the land shown on this  
plan and have complied with the Surveying Regulation  
2001 and was accompanied on 21/11/2004.  
This survey was done on LOTS 168-176.

Panel for use ONLY for statements of intention to dedicate public roads or to create dedications on the use of land or positive covenants.

IT IS INTENDED: --  
TO DEDICATE BELLS BOUTLEWARD AS PUBLIC ROAD SUBJECT TO RIGHT-OF-ACCESS 20.2 MIDE & VARIABLE WIDTH, EASEMENT TO DRAIN SEWAGE 3 MIDE, 4-40 MIDE & VARIABLE WIDTH, EASEMENT TO DRAIN WATER 6 MIDE, EASEMENT FOR ELECTRICITY PURPOSES 3 MIDE,  
TO DEDICATE GUNNAMATTA AVENUE & BARRETT STREET AS PUBLIC ROAD,  
TO CREATE LOTS 174, 175 & 176 AS PUBLIC RESERVE,  
TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: --  
1. EASEMENT TO DRAIN SEWAGE 3 MIDE  
2. EASEMENT TO DRAIN WATER 6 MIDE  
3. EASEMENT FOR WATER SUPPLY 3 MIDE  
4. EASEMENT FOR WATER SUPPLY VARIABLE WIDTH  
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
6. EASEMENT TO DRAIN SEWAGE 3 MIDE  
7. EASEMENT TO DRAIN WATER 6 MIDE  
8. RIGHT OF CARRIAGEWAY 19 MIDE & VARIABLE WIDTH

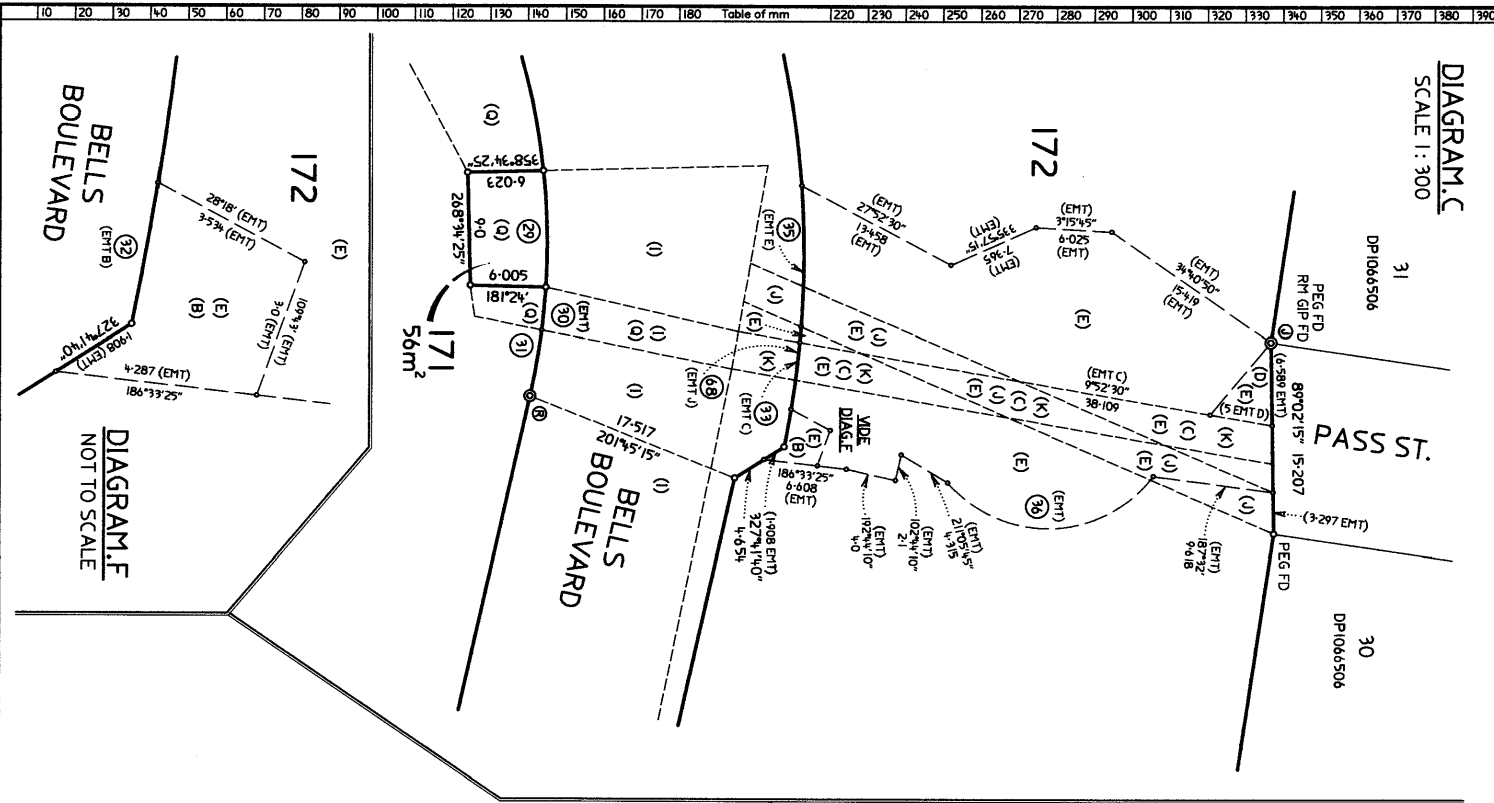


- CURVED BOUNDARIES**
- | LINE NO. | BEARING    | DIST.    | RADIUS/LENGTH | ARC     |
|----------|------------|----------|---------------|---------|
| (A)      | 60°14'25"  | 11574    | 93.5          | 11584   |
| (B)      | 120°58'20" | 77445    | 129.342       | 102.247 |
| (C)      | 125°01'15" | 71445    | 74.498        | 81.44   |
| (D)      | 125°01'15" | 40853    | 54.699        | 41.882  |
| (E)      | 132°01'15" | 71261    | 44.074        | 71.923  |
| (F)      | 132°01'15" | 71546    | 462.009       | 71.612  |
| (G)      | 162°23'10" | 128.747  | 145           | 162.227 |
| (H)      | 162°23'10" | 20.399   | 145           | 162.227 |
| (I)      | 302°21'15" | 302.2115 | 145           | 162.227 |
- REFERENCE TO CORNERS**
- | COR | BEARING    | DISTANCE | FROM                          |
|-----|------------|----------|-------------------------------|
| C   | 90°55'15"  | 33.012   | SSM 126772 FD (DP1062853)     |
| D   | 346°57'30" | 7.345    | RM DH & WIN KB FD (DP1062853) |
| E   | 75°12'30"  | 25.05    | RM DH & WIN KB FD (DP1062853) |
| F   | 75°12'30"  | 5.695    | RM DH & WIN KB FD (DP1062853) |
| G   | 59°03'     | 20.37    | RM DH & WIN KB FD (DP1062853) |
| H   | 59°03'     | 5.35     | RM DH & WIN KB FD (DP1062853) |
| I   | 194°55'    | 194.55   | RM DH & WIN KB FD (DP1062853) |
| J   | 142°07'30" | 142.073  | RM DH & WIN KB FD (DP1062853) |
| K   | 128°59'55" | 15.008   | SSM 1455502 FD (DP1066506)    |
| L   | 106°34'20" | 5.678    | RM DH & WIN KB FD (DP1066506) |
| M   | 136°12'    | 13.753   | RM DH & WIN KB FD (DP1066506) |
| N   | 233°51'    | 5.449    | RM DH & WIN KB FD (DP1066506) |
| O   | 234°0'     | 12.804   | SSM 1455501 FD (DP1066506)    |
| P   | 148°06'    | 8.141    | SSM 1455501 FD (DP1066506)    |
| Q   | 180°11'10" | 4.103    | SSM 1455502 FD (DP1066506)    |
- REFERENCE TO CORNERS**
- | COR | BEARING    | DISTANCE | FROM           |
|-----|------------|----------|----------------|
| L   | 282°41'    | 282.41   | RM GIP         |
| M   | 282°41'    | 282.41   | RM GIP         |
| N   | 207°00'15" | 6.753    | SSM 145538     |
| O   | 207°24'30" | 84.424   | RM DH & WIN KB |
| P   | 283°11'35" | 15.337   | RM DH & WIN KB |
| Q   | 215°58'    | 5.844    | RM DH & WIN KB |
| R   | 267°59'35" | 5.897    | RM DH & WIN KB |
| S   | 284°28'20" | 6.687    | RM DH & WIN KB |
| T   | 287°22'30" | 18.739   | RM DH & WIN KB |
| U   | 192°41'    | 18.739   | RM GIP         |
| V   | 130°12'30" | 5.789    | RM DH & WIN KB |
| W   | 85°27'45"  | 4.289    | RM DH & WIN KB |
| X   | 92°08'25"  | 6.914    | RM DH & WIN KB |
| Y   | 127°54'    | 17.142   | RM DH & WIN KB |
| Z   | 152°24'35" | 0.371    | RM DH & WIN KB |
| AA  | 187°36'55" | 6.459    | RM DH & WIN KB |

Registered DP1075495  
 Registered 15.11.2004  
 This is sheet 2 of my plan in 4 sheets  
 dated 27/9/2004  
 Surveyor registered under Surveying Act, 2002.  
 This is sheet 2 of my plan of 4 sheets  
 covered by subdivision certificate No.  
 of SC0410094  
 Authorised Person / Licensed Surveyor / Accredited Certifier  
 For use where space is insufficient in any  
 panel on Plan Form 2.

Reduction Ratio: 1:1000  
 SURVEYOR'S REFERENCE: BMS-142 CHECKLIST

**DIAGRAM.C**  
SCALE 1:300



REFERENCE TO CORNERS

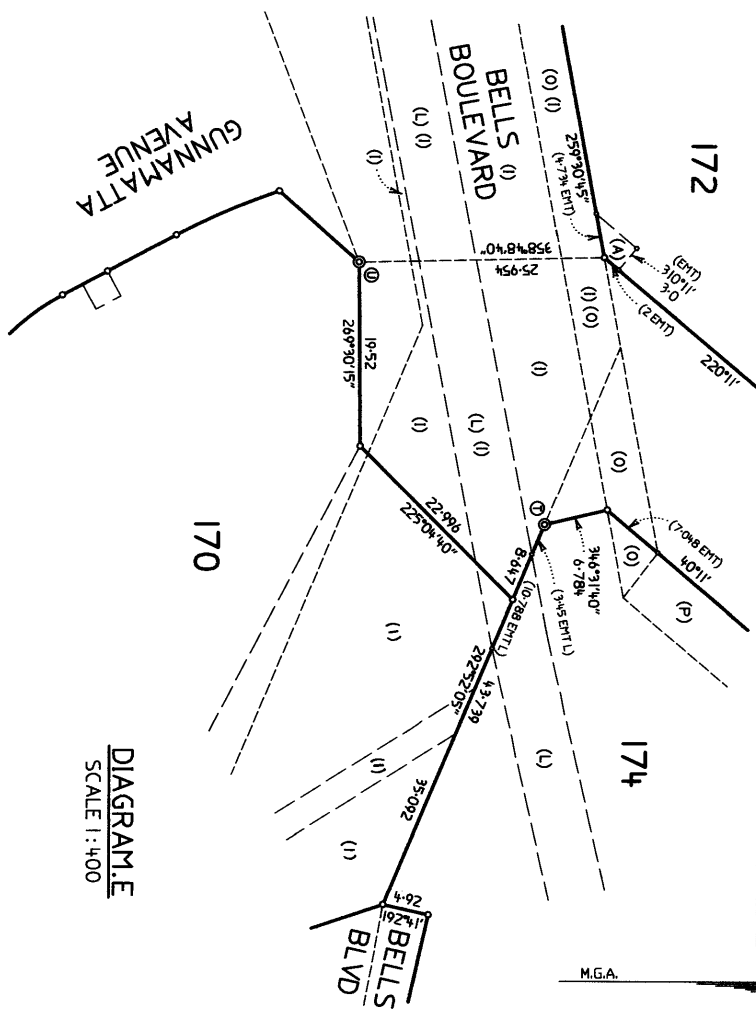
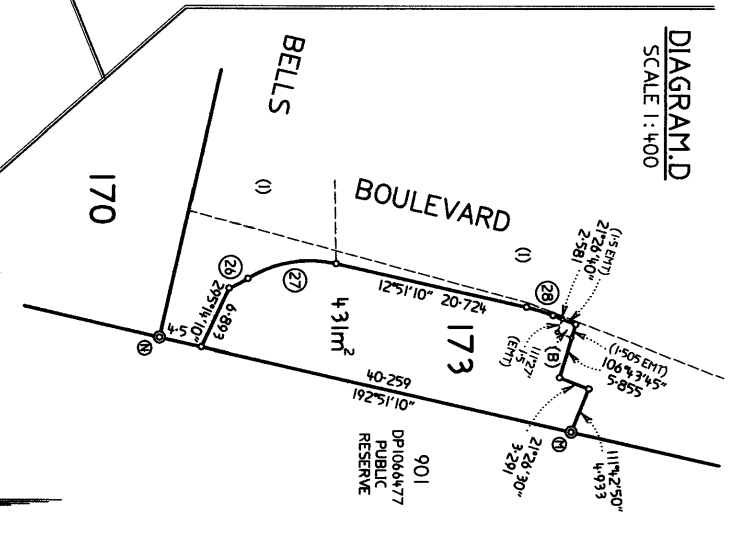
COR.	BEARING	DISTANCE	FROM
J	26°02'	---	RM GIP FD (DP1066477)
N	282°51'	---	RM GIP
M	192°41'	---	RM GIP
R	85°27'45"	5.799	RM DH & WIN KB
T	92°08'25"	14.289	RM DH & WIN KB
U	127°56'	6.914	RM DH & WIN KB
U	155°25'40"	17.142	RM DH & WIN KB

- (A) EASEMENT TO DRAIN SEWAGE 3 MIDE  
 (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 (C) EASEMENT FOR WATER SUPPLY 3 MIDE  
 (D) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH  
 (E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
 (F) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1066477)  
 (G) EASEMENT TO DRAIN SEWAGE 3 MIDE (DP1066477)  
 (H) EASEMENT TO DRAIN SEWAGE 3 MIDE (DP1066477)  
 (I) EASEMENT TO DRAIN WATER 6 MIDE (DP1066477)  
 (J) EASEMENT TO DRAIN SEWAGE 4.467 MIDE (DP1066477)  
 (K) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)  
 (L) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)  
 (M) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1066477)

CURVED BOUNDARIES

LINE	CHORD	DIST.	RADIUS	ARC
26	332°38'45"	2.228	12.685	2.231
27	350°13'50"	9.473	12.254	9.727
28	177°09'	2.968	19.815	2.971
29	88°43'45"	9.284	51.6	9.307
30	95°22'	3.415	51.9	3.415
31	98°05'05"	8.710	51.9	8.718
32	280°21'25"	3.04	76.446	3.041
33	278°40'50"	8.39	76.446	8.395
35	273°40'25"	20.805	76.446	20.87
36	178°05'25"	16.316	10.5	18.686
68	277°53'15"	9.628	76.446	9.634

**DIAGRAM.D**  
SCALE 1:400



**DIAGRAM.E**  
SCALE 1:400

DP1075495

Registered: JAW 15.11.2004\*  
 This is sheet 3 of my plan in 4 sheets  
 dated 27/9/2004

*R. J. Brooker*

Surveyor registered under Surveying Act, 2002.  
 This is sheet 3 of the plan of 4 sheets  
 covered by subdivision certificate No.  
 of SC04/0044

Authorized Person / General Manager / Accredited Certifier

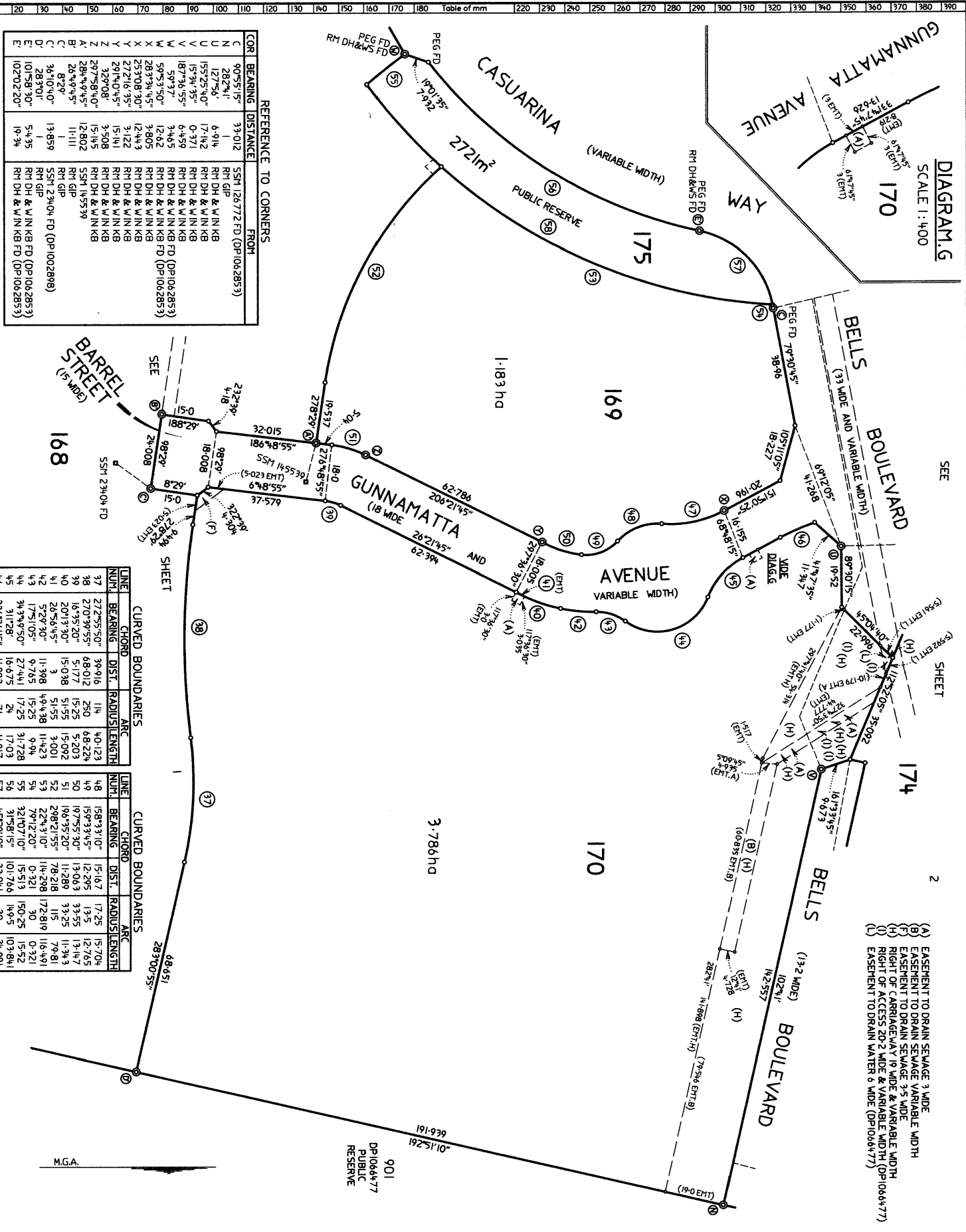
For use where space is insufficient in any  
 panel on Plan Form 2.

Reduction Ratio 1: VIDE DIAGRAMS

SURVEYOR'S REFERENCE: 845-N2 CHECKLIST

Plan Drawing only to appear in this space

**DIAGRAM G**  
 SCALE 1:400



- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (C) EASEMENT TO DRAIN SEWAGE 3-5 WIDE
- (D) RIGHT OF ACCESS 20-2 WIDE & VARIABLE WIDTH (DP1064477)
- (E) EASEMENT TO DRAIN WATER 6 WIDE (DP1064477)

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	90°55'15"	33.012	SSM 126772 FD (DP1062853)
U	282°41'		RM GP
U	127°56'	6.914	RM DH & WIN KB
U	155°25'40"	17.142	RM DH & WIN KB
U	15°31'35"	0.371	RM DH & WIN KB
V	187°36'55"	6.459	RM DH & WIN KB
V	59°37'	3.465	RM DH & WIN KB
W	59°31'50"	12.62	RM DH & WIN KB
X	283°34'45"	3.805	RM DH & WIN KB
X	55°30'08"30"	12.043	RM DH & WIN KB
X	27°21'08"30"	3.122	RM DH & WIN KB
Y	291°40'45"	15.141	RM DH & WIN KB
Z	327°58'40"	15.145	RM DH & WIN KB
A	284°49'45"	12.802	SSM 185539
B	26°49'45"	11.111	SSM 185539
C	8°29"		RM GP
C	36°10'40"	13.859	SSM 23404 FD (DP1002888)
D	283°10'		RM GP
D	101°58'30"	5.435	RM DH & WIN KB
E	102°20'20"	19.34	RM DH & WIN KB

CURVED BOUNDARIES

LINE	CHORD	BEARING	DIST.	RADIUS	ARC LENGTH
37	272°55'50"	39.916	114	40.123	48
38	270°39'55"	68.012	250	68.224	49
39	163°52'20"	51.177	15.25	51.203	50
40	201°13'30"	15.038	51.55	15.092	51
41	26°54'45"	11.398	44.438	11.423	52
42	52°20'30"	9.765	19.94	9.94	53
43	17°51'05"	27.441	17.25	31.728	54
44	34°31'45"	16.675	17.03	17.03	55
45	336°36'15"	11.903	21	11.917	56
46	168°14'15"	20.324	36	20.604	57
47					58

CURVED BOUNDARIES

LINE	CHORD	BEARING	DIST.	RADIUS	ARC LENGTH
48	158°33'10"	15.167	17.25	15.704	47
49	159°33'45"	12.295	13.5	12.765	48
50	197°55'30"	13.063	33.55	13.147	49
51	104°35'20"	11.289	33.25	11.343	50
52	208°21'55"	78.218	115	78.81	51
53	274°31'10"	114.208	172.819	114.491	52
54	57°12'20"	0.521	30	0.521	53
55	321°07'10"	15.513	150.25	15.52	54
56	31°58'15"	101.766	149.5	103.841	55
57	45°29'10"	33.041	30	34.991	56
58	208°34'25"	146.97	172.819	151.803	57

DP1075495

Registered: LW 15.11.2004

This is sheet 4 of my plan in 4 sheets dated 27/9/2004

*H. Brooker*

Surveyor registered under Surveying Act, 2002.

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SC040094.

Authorised Person / Licensed Surveyor / Accredited Certifier  
*H. Brooker*

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

Reduction Ratio 1:800

SURVEYOR'S REFERENCE: 8195-42 .CHECKLIST

Instrument setting out terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

# DP1075495

Subdivision covered by Council's Certificate No  
~~SC04/0094~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina Qld 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa Cruz  
House, 56 – 60 Santa Cruz Boulevard, Clear  
Island Waters, Qld, 4226

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement to drain sewage 3 wide	170, 172	Tweed Shire Council
2	Easement to drain sewage variable width	168, 170, 172, 173	Tweed Shire Council
3	Easement for water supply 3 wide	172	Tweed Shire Council
4	Easement for water supply variable width	172	Tweed Shire Council
5	Right of carriage way variable width	172	Tweed Shire Council
6	Easement to drain sewage 3.5 wide	170	Tweed Shire Council
7	Easement for water supply 4 wide	168	Tweed Shire Council
8	Right of carriage way 19 wide and variable width	170	Tweed Shire Council

## Part 2 (Terms)

- Terms of right of carriage way fifthly and eighthly referred to in the abovementioned plan:

The terms of right of carriage way detailed in part 1 of Schedule 4A of the Conveyancing Act 1919 is amended by adding a new paragraph as follows:

# DP1075495

(Sheet 2 of 3 sheets)

"The body who has the benefit of this easement has no responsibility or obligation to maintain the easement area or to take out public liability insurance in respect of its (or others) occupation or use of the easement area."

Name of person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, sixthly, seventhly and right of carriage way fifthly and eighthly referred to in the abovementioned plan:

Tweed Shire Council

Executed by South Kingscliff  
Developments Pty Ltd ACN 098 968 266



*[Handwritten signature]*  
.....  
Sole Director and Sole Secretary

*Brian Ray*  
.....  
Print Name

Executed by Capital Finance Australia )  
Limited ACN 069 663 136 by its duly )  
appointed attorneys \_\_\_\_\_ )  
and \_\_\_\_\_ )  
under Power of Attorney Number )  
702762616 Book 4288 No 968 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

*[Handwritten signature]*  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

*[Handwritten signature]*  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

*[Handwritten signature]*  
.....  
Witness PAUL ROBERT RYS

*Paul Robert Rys*  
.....  
Print Name

JUSTICE OF THE PEACE / COM DEC 2117

127 Creek Street  
.....  
Address Brisbane, QLD, 4000

*[Handwritten signatures]*



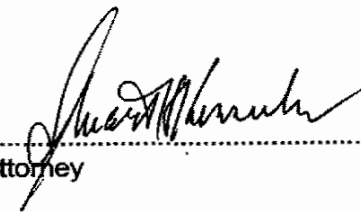
# DP1075495

(Sheet 3 of 3 sheets)


Executed by City Pacific Limited ACN )  
079 453 955 by its duly appointed )  
attorneys Stuart Handley Kissick )

and \_\_\_\_\_ )  
under Power of Attorney Number )

Book 4424 No 979 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

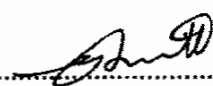
  
.....  
Attorney

.....  
Attorney

  
.....  
Witness Matthew Williams

Matthew Williams  
.....  
Print Name

34-36 Glenferrie Drive  
.....  
Address Robina, QLD, 4226

  
.....  
Tweed Shire Council  
Authorised Person/General Manger



Executed by South Kingscliff Developments Pty Ltd  
A.C.N. 088 988 288 by its duly appointed attorney  
POWER OF ATTORNEY IN FAVOR OF THE REGISTERED  
POWER OF ATTORNEY BOOK 4330 No 878 who certifies  
that he has received no notice of revocation of such  
Power of Attorney. \* Book No 4330 No 878

Created by City Pacific Limited  
A/CN 079 453 955 as trustee  
by its duly appointed attorney  
Street Handley Kessick under  
power of attorney book 4330  
No 979 who declares he has  
no notification of revocation  
of the power of attorney

Witness  
34-36 Glenbarr  
Dr Robina QLD  
Attorney

ANDREW FRANCIS OAKES  
ADMINISTRATOR MANAGER  
STATE MANAGER  
ADMINISTRATION  
GREGORY DAVID RAMSAY  
ADMINISTRATOR MANAGER  
STATE MANAGER  
ADMINISTRATION  
LIMITED AND DEB 653 18 E BY ITS DULY  
APPOINTED ATTORNEYS

MANAGERS PARTNERSHIP  
WITNESSES  
LEVEL 10, 127 CREEK ST  
BRISBANE QLD 4000

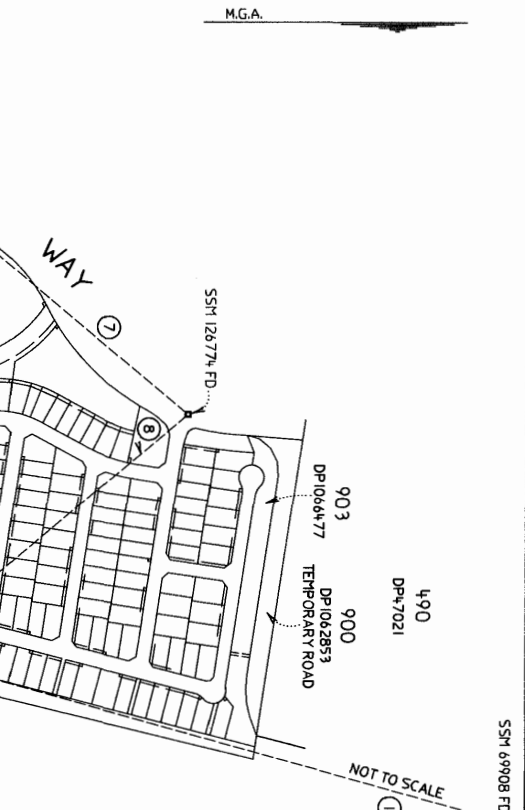
Department of Lands Approval  
(Authorised Officer)  
In approving this plan certifies  
that all necessary approvals in regard to the allocation of the  
land shown herein have been given.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Office: \_\_\_\_\_

Subdivision Certificate  
I certify that the provisions of a/100 of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to the  
proposed

(Name of Subdivision or new road)  
Authorised Officer  
Consent Authority  
Date of Commencement  
Registration no.  
Subdivision certificate no.  
File no. (DACS) 1433

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



CONNECTIONS

LINE	BEARING	DIST.
1	195°36'37"	902.127
2	212°39'49"	566.538
3	202°21'10"	390.007
4	34°308'29"	247.349
5	228°19'41"	360.994
6	342°07'54"	315.555
7	4°04'56"	353.099
8	139°36'58"	398.445
9	34°338'50"	186.908
10	66°42'31"	179.192
11	107°40'01"	209.2
12	223°57'07"	111.51
13	184°30'48"	191.741
14	270°51'28"	266.243
15	235°01'29"	252.789
16	230°47'12"	291.973
17	185°47'27"	6.0923

MGA CO-ORDINATES

HARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 23404	556 528.874	6 871 759.931	56	B	U
SSM 69906	556 380.563	6 871 398.978	56	B	U
SSM 69907	556 836.522	6 872 236.628	56	B	U
SSM 69908	557 077.251	6 873 106.408	56	B	U
SSM 126771	554 308.654	6 871 675.610	56	B	U
SSM 126772	554 445.071	6 871 964.915	56	B	U
SSM 126773	554 349.196	6 872 289.645	56	B	U
SSM 126774	556 576.477	6 872 339.618	56	B	U

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.L.M.S. 27/09/2004  
COMB. SCALE FACTOR 0.9996 38

PERMANENT MARK COMPARISONS

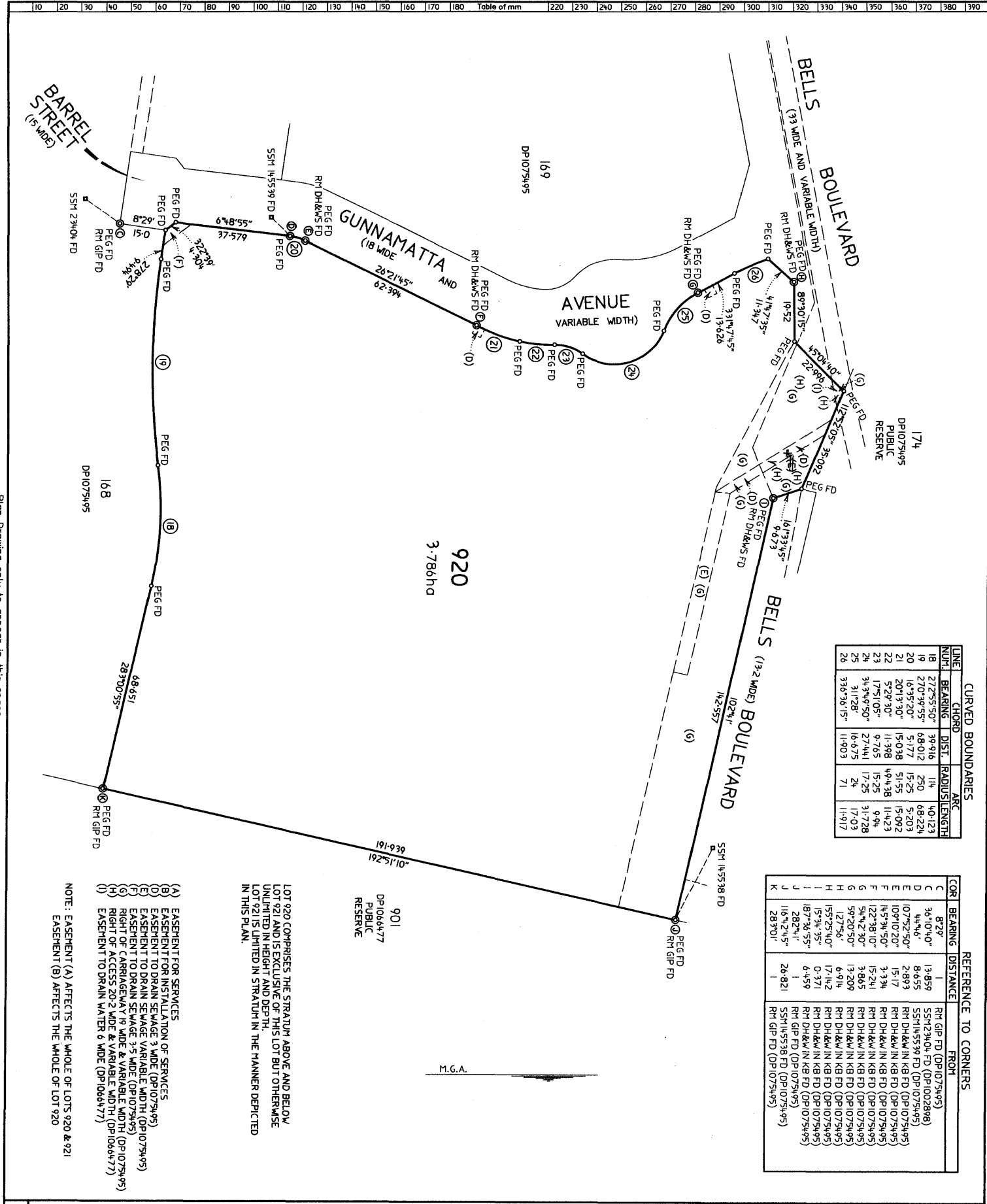
LINE	BEARING-DIST (MGA GROUND)	BEARING-DIST (SURVEY)
SSM69907-SSM23404	212°39'49" 566.53	202°21'10" 390.007
SSM23404-SSM69906	202°21'10" 390.006	208°27'53" 952.803
SSM69907-SSM69908	208°27'53" 952.803	153°45'52" 902.121
SSM69907-SSM126771	153°45'52" 902.121	34°308'29" 247.349
SSM126771-SSM126772	34°308'29" 247.349	221°09'49" 343.088
SSM126772-SSM126773	221°09'49" 343.088	34°308'03" 247.349
SSM126773-SSM126774	34°308'03" 247.349	140°05'04" 353.094
SSM126774-SSM69907	140°05'04" 353.094	139°37'08" 398.442

Registered: 25/11/2004  
CA: TORRENS  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. No: Y 5467-44  
Last Plan: DP1075495

PLAN OF STRATH SUBDIVISION OF LOT 170  
IN DP1075495  
Lengths are in metres. Reduction Ratio 1:4000  
LGA: TWEED  
Locality: KINGSCLIFF  
Parish: CUDGEN  
County: ROUS

This is sheet 1 of my plan in 3 sheets.  
(Delete if inapplicable).  
I, Geoffrey James Thomson, of NICHOL GROUP SERVICES PTY LTD, A.C.N. 061 790 132 a manager employed under the Survey Act, 2002, hereby certify that the survey represented in this plan is accurate, and that the same is in accordance with the Survey Act, 2002 and that I have received no notice of revocation of my authority to do so.  
The survey relates to: LOTS 500 & 521.  
(Delete if inapplicable).  
(I have specified the land actually surveyed or specified any land shown in the plan that is not the subject of the survey).  
Zone: (Specify zone)  
(Specify).

Plans used in preparation of survey/compilation  
DP47021, DP14895, DP272420,  
DP1062853, DP1064287, DP1064677,  
DP1066506, DP1064542, DP1070791,  
DP1070792, DP1070793, DP1070795,  
DP1075495  
Panel FOR USE ONLY for aidments of  
intention to dedicate public roads or to create  
restrictions on the use of land or positive  
covenants.  
IT IS INTENDED: -  
TO CREATE PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919: -  
1. EASEMENT FOR SERVICES  
2. EASEMENT FOR INSTALLATION OF  
SERVICES  
3. RIGHT OF VEHICULAR AND PERSONAL  
ACCESS



**CURVED BOUNDARIES**

LINE	BEARING	CHORD	DIST.	RADIUS	ARC LENGTH
18	272°55'50"	39.916	114	40.123	68.224
19	270°39'55"	68.012	250	68.224	150.002
20	163°52'20"	5.177	5.555	15.002	15.002
21	201°33'30"	15.038	15.25	15.25	15.25
22	52°29'30"	11.998	14.423	14.423	14.423
23	175°10'5"	9.765	15.25	15.25	15.25
24	34°34'45"	27.441	17.25	17.25	17.25
25	31°28'	16.675	24	31.728	17.03
26	336°36'15"	11.903	71	11.917	11.917

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
C	8°29'	1.859	RM GP FD (DP1075495)
C	46°10'40"	1.859	SSM123404 FD (DP1002898)
D	44°44'	8.655	SSM145539 FD (DP1075495)
E	107°52'50"	2.893	RM D&M IN KB FD (DP1075495)
F	109°10'20"	15.17	RM D&M IN KB FD (DP1075495)
G	145°34'50"	3.334	RM D&M IN KB FD (DP1075495)
H	122°38'10"	3.865	RM D&M IN KB FD (DP1075495)
I	54°42'30"	13.209	RM D&M IN KB FD (DP1075495)
J	59°20'50"	6.914	RM D&M IN KB FD (DP1075495)
K	125°25'40"	17.142	RM D&M IN KB FD (DP1075495)
L	15°31'35"	0.371	RM GP FD (DP1075495)
M	187°34'55"	6.459	RM D&M IN KB FD (DP1075495)
N	282°41'	26.821	SSM15538 FD (DP1075495)
O	163°24'5"	1	RM GP FD (DP1075495)
P	28°30'	1	RM GP FD (DP1075495)

LOT 920 COMPRISES THE STRATUM ABOVE AND BELOW LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH. LOT 921 IS LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.

- (A) EASEMENT FOR SERVICES
- (B) EASEMENT FOR INSTALLATION OF SERVICES
- (C) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (F) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (G) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (H) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1064477)
- (I) EASEMENT TO DRAIN WATER 6 WIDE (DP1064477)

NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

Plan Drawing only to appear in this space

DP1076062

Registered: 25-11-2004  
 This is sheet 2 of my plan in 5 sheets  
 dated 20/10/2004

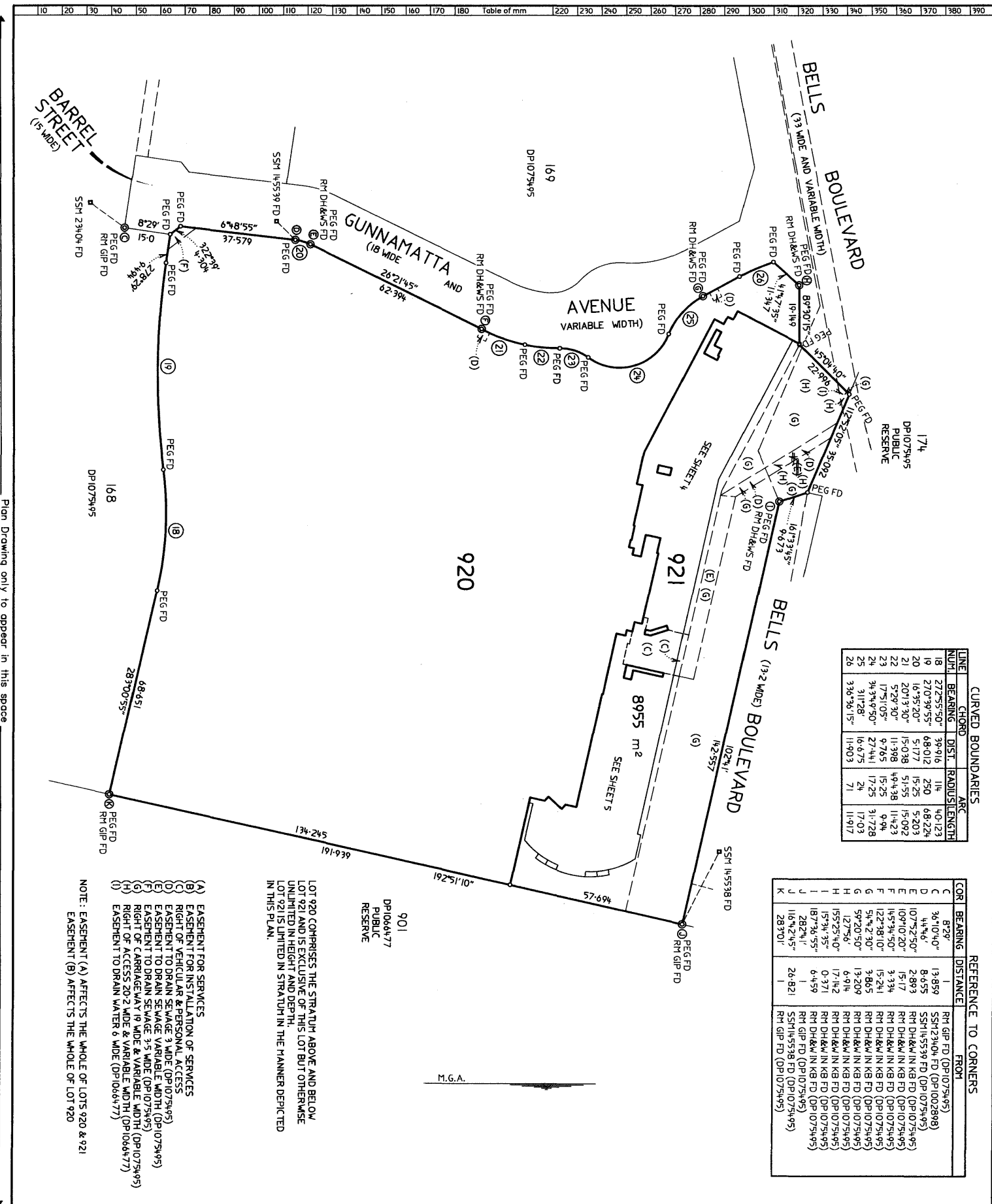
*[Signature]*  
 Surveyor registered under Surveying Act, 2002

This is sheet 2 of the plan of 57 sheets  
 covered by subdivision certificate No.  
 3004/0096

Authorised Person/Registered/Assisted/Assistant  
 For use where space is insufficient in any  
 point on Plan Form 2.

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: BMS-148 CHECKLIST



**CURVED BOUNDARIES**

LINE NO.	BEARING	CHORD DIST.	RADIUS	ARC LENGTH
18	272°55'50"	39.916	114	40.123
19	270°39'55"	68.012	250	68.224
20	16°35'20"	5.177	15.25	5.203
21	201°13'30"	15.038	51.55	15.092
22	52°29'30"	11.398	44.438	11.423
23	175°10'50"	9.765	15.25	9.94
24	34°34'50"	27.441	17.23	31.728
25	311°28'	16.675	24	17.03
26	336°36'15"	11.903	71	11.917

**REFERENCE TO CORNERS**

CORNER	BEARING	DISTANCE	FROM
C	82°0'	13.859	RT GP FD (DP1075495)
C	82°0'	13.859	SSM 1455394 FD (DP1002898)
D	141°46'	8.655	SSM 1455394 FD (DP1075495)
E	107°10'20"	2.693	RT DH&W IN KB FD (DP1075495)
F	109°10'20"	15.17	RT DH&W IN KB FD (DP1075495)
G	145°34'50"	3.334	RT DH&W IN KB FD (DP1075495)
H	122°38'10"	15.241	RT DH&W IN KB FD (DP1075495)
I	54°42'30"	3.865	RT DH&W IN KB FD (DP1075495)
J	59°20'50"	13.209	RT DH&W IN KB FD (DP1075495)
K	127°56'	6.914	RT DH&W IN KB FD (DP1075495)
H	155°25'40"	17.142	RT DH&W IN KB FD (DP1075495)
I	153°41'35"	0.371	RT DH&W IN KB FD (DP1075495)
J	187°36'55"	6.459	RT DH&W IN KB FD (DP1075495)
K	282°41'	28.241	RT GP FD (DP1075495)
J	116°42'45"	26.821	SSM 1455394 FD (DP1075495)
K	283°10'	28.310	RT GP FD (DP1075495)

LOT 920 COMPRISES THE STRATUM ABOVE AND BELOW LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH. LOT 921 IS LIMITED IN STRATUM IN THE MANNER DEDICATED IN THIS PLAN.

901  
 DP1064477  
 PUBLIC RESERVE

M.G.A.

- NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920
- (A) EASEMENT FOR SERVICES
  - (B) EASEMENT FOR INSTALLATION OF SERVICES
  - (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
  - (D) EASEMENT TO DRAIN SEWAGE 3 MIDE (DP1075495)
  - (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
  - (F) EASEMENT TO DRAIN SEWAGE 3.5 MIDE (DP1075495)
  - (G) EASEMENT TO DRAIN SEWAGE 3.5 MIDE (DP1075495)
  - (H) RIGHT OF ACCESS 20.2 MIDE & VARIABLE WIDTH (DP1064477)
  - (I) EASEMENT TO DRAIN WATER 6 MIDE (DP1064477)
  - (J)
  - (K)

Registered: DP1076062  
 This is sheet 3 of my plan in 7 sheets dated 20/10/2004  
 This is a true and correct copy of the plan as shown on the ground.  
 Surveyor registered under Surveying Act, 2002  
 For use where space is insufficient in any part on Plan Form 2.  
 Reduction Ratio 1: 800  
 SURVEYOR'S REFERENCE: BNS-18 CHECKLIST

DP1076062

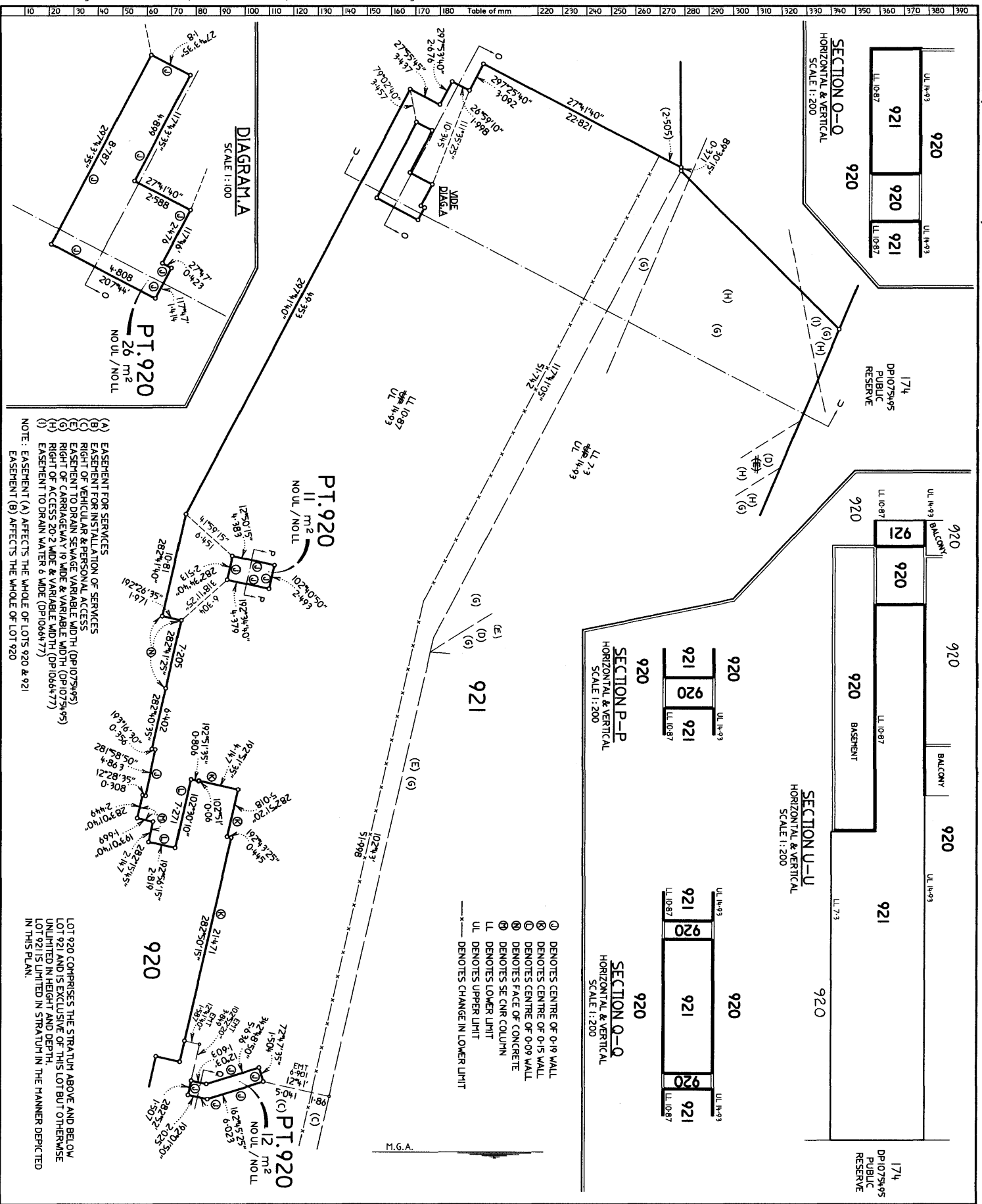
Registered: CR 25/11/2004

This is sheet 4 of my plan in 57 sheets dated 20/10/2004

Surveyor registered under Surveying Act, 2002.  
 [Signature]

This is sheet 4 of the plan of 57 sheets covered by subdivision certificate No. SC040094

Authorised Person/Engineer/Architect/Designer  
 For use where space is insufficient in any panel on Plan Form 2.  
 [Signature]



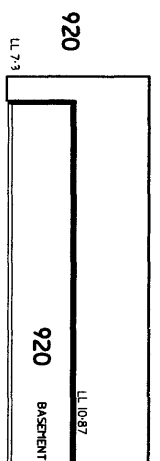
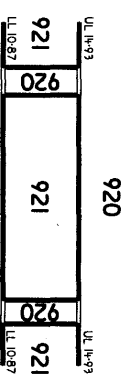
- ⊙ DENOTES CENTRE OF 0.19 WALL
- ⊙ DENOTES CENTRE OF 0.15 WALL
- ⊙ DENOTES CENTRE OF 0.09 WALL
- ⊙ DENOTES FACE OF CONCRETE
- ⊙ DENOTES SE CNR COLUMN
- LL DENOTES LOWER LIMIT
- UL DENOTES UPPER LIMIT
- x- DENOTES CHANGE IN LOWER LIMIT

- (A) EASEMENT FOR SERVICES
  - (B) EASEMENT FOR INSTALLATION OF SERVICES
  - (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
  - (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
  - (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
  - (F) RIGHT OF CARRIAGE WAY 19 WIDE & VARIABLE WIDTH (DP1075495)
  - (G) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
  - (H) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
  - (I) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

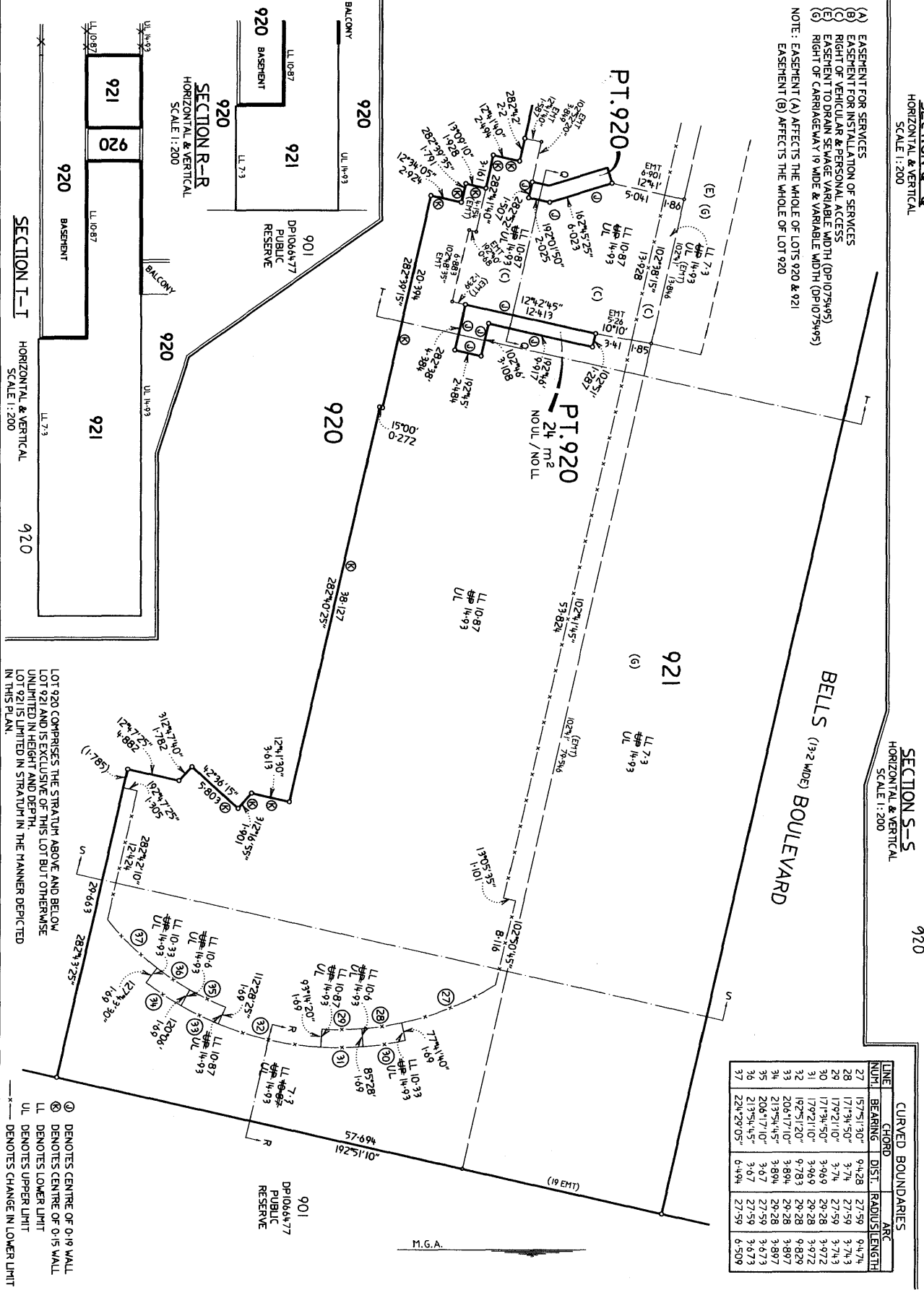
LOT 920 COMPRISES THE STRATUM ABOVE AND BELOW LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.  
 LOT 921 IS LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.

Plan Drawing only to appear in this space

Reduction Ratio: 1:250  
 SURVEYOR'S REFERENCE: BNS-408 CHECKLIST



- (A) EASEMENT FOR SERVICES
- (B) EASEMENT FOR INSTALLATION OF SERVICES
- (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF CARRIAGEWAY 19 MIDE & VARIABLE WIDTH (DP1075495)
- (G) NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921
- EASEMENT (B) AFFECTS THE WHOLE OF LOT 920



CURVED BOUNDARIES

LINE NO.	BEARING	CHORD DIST.	RADIUS	ARC LENGTH
27	157°51'30"	9.428	27.59	9.474
28	171°34'50"	3.74	27.59	3.743
29	179°21'10"	3.74	27.59	3.743
30	171°34'50"	3.949	29.28	3.972
31	179°21'10"	3.949	29.28	3.972
32	192°51'20"	9.783	29.28	9.829
33	204°17'10"	3.894	29.28	3.897
34	219°54'45"	3.894	29.28	3.897
35	206°17'10"	3.67	27.59	3.673
36	219°54'45"	3.67	27.59	3.673
37	224°28'05"	6.494	27.59	6.504

LOT 920 COMPRISES THE STRATHM ABOVE AND BELOW  
 LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE  
 UNLIMITED IN HEIGHT AND DEPTH  
 LOT 921 IS LIMITED IN STRATHM IN THE MANNER DEPICTED  
 IN THIS PLAN.

- ⊙ DENOTES CENTRE OF 0.19 WALL
- ⊙ DENOTES CENTRE OF 0.15 WALL
- LL DENOTES LOWER LIMIT
- UL DENOTES UPPER LIMIT
- x DENOTES CHANGE IN LOWER LIMIT

Plan Drawing only to appear in this space

DP1076062

Registered: OR 25-11-2004

This is sheet 5 of my plan in § 7 sheets  
 dated 20/10/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 5 of the plan of § 7 sheets  
 covered by subdivision certificate No.  
 of 30410096

Authorised Person / / /

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

Reduction Ratio 1:250

SURVEYOR'S REFERENCE: 845-46 CHECKLIST

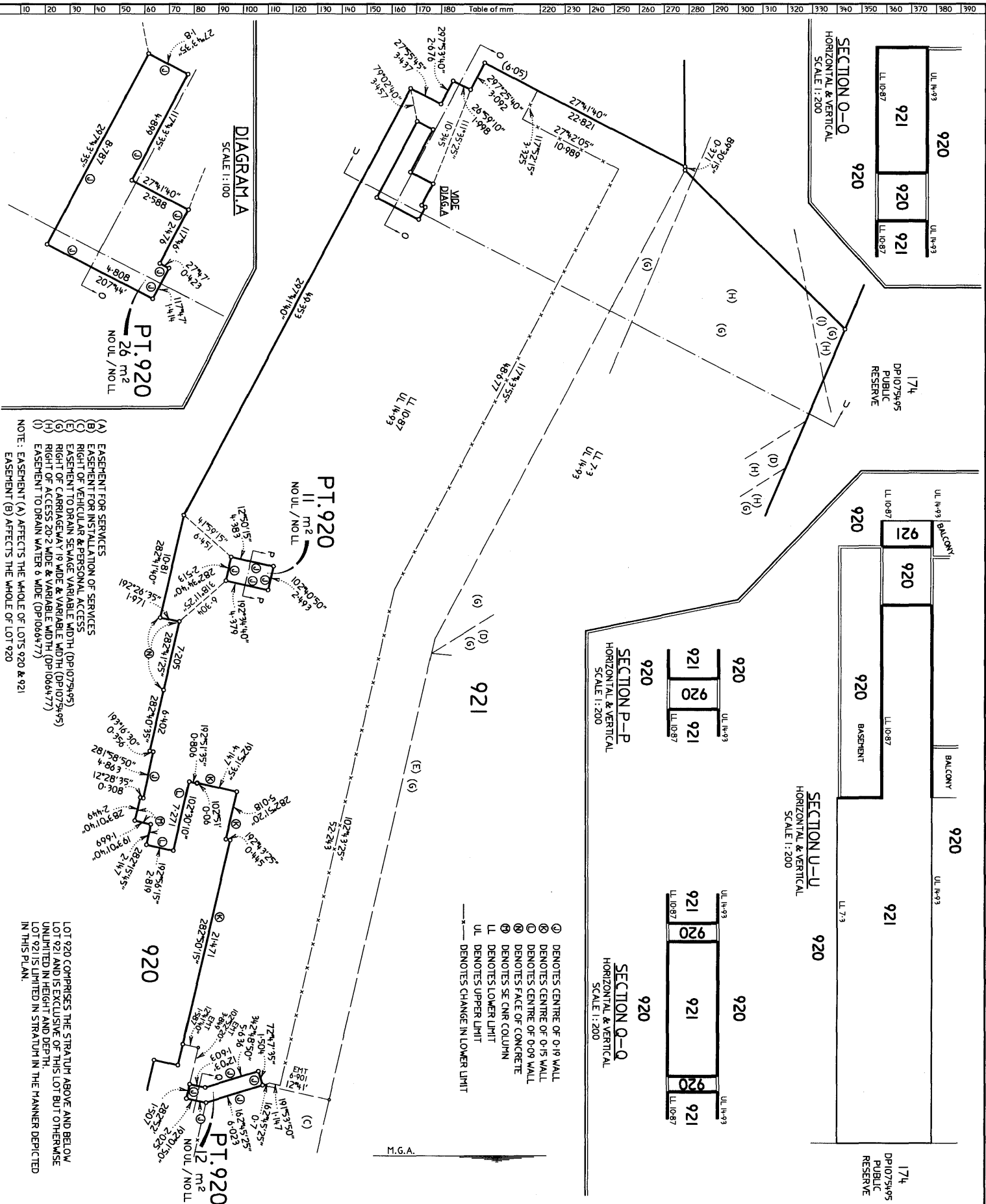
Registered: 25. 11. 2004

This is sheet 46 of my plan in 87 sheets  
 dated 20/10/2004

*John Houston*

Surveyor registered under Surveying Act, 2002.  
 This is sheet 46 of the plan of 87 sheets  
 covered by subdivision certificate No.  
 of SC0410096

Authorised Person / *John Houston*  
 For use where space is insufficient in any  
 panel on Plan Form 2



- (A) EASEMENT FOR SERVICES  
 (B) EASEMENT FOR INSTALLATION OF SERVICES  
 (C) RIGHT OF VEHICULAR & PERSONAL ACCESS  
 (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)  
 (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)  
 (F) RIGHT OF CARRIAGEWAY 1/9 WIDE & VARIABLE WIDTH (DP1075495)  
 (G) RIGHT OF ACCESS 20/2 WIDE & VARIABLE WIDTH (DP1066477)  
 (H) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)  
 (I) NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

LOT 920 COMPRISES THE STRATUM ABOVE AND BELOW  
 LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE  
 UNLIMITED IN HEIGHT AND DEPTH.  
 LOT 921 IS LIMITED IN STRATUM IN THE MANNER DEPICTED  
 IN THIS PLAN.

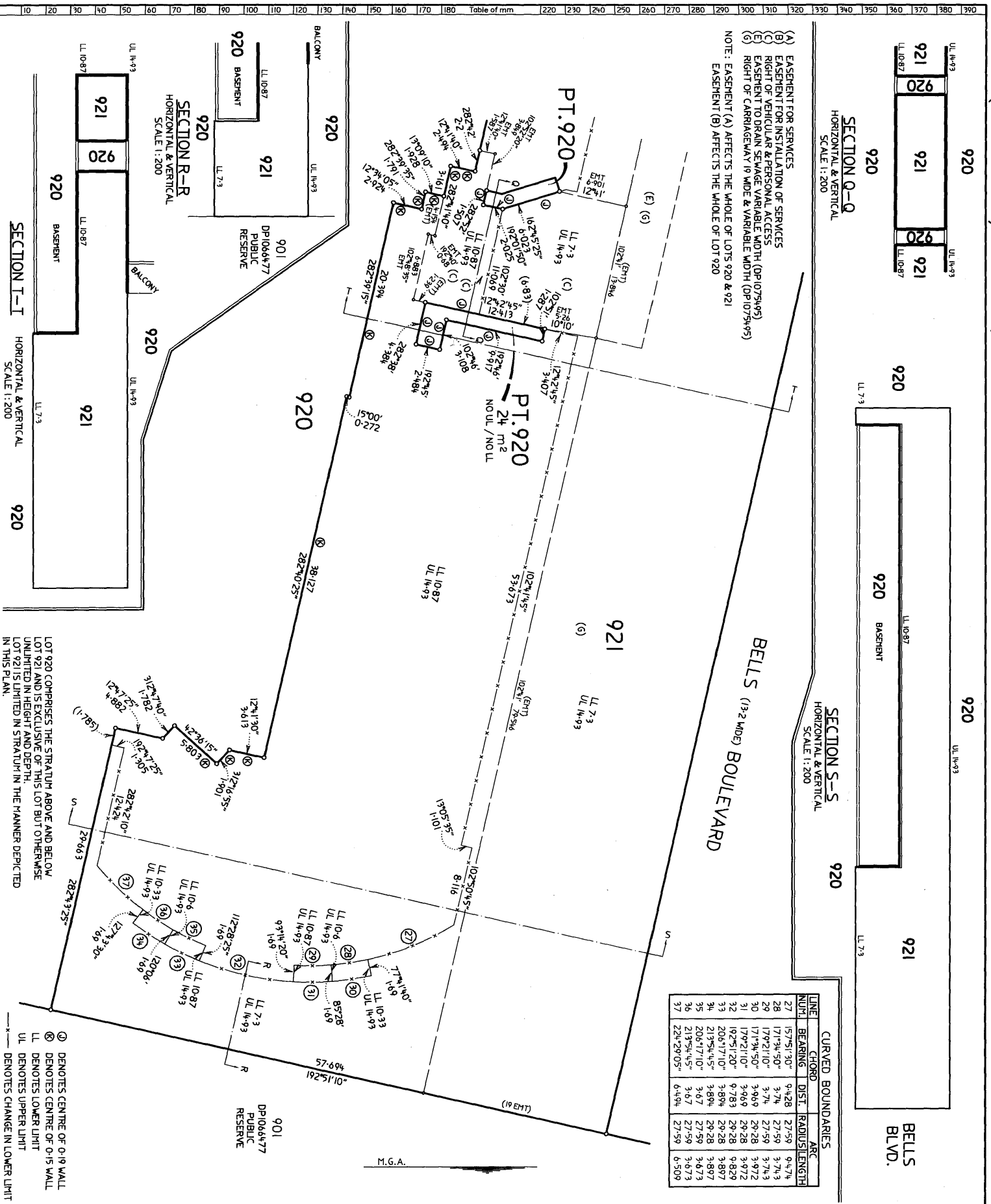
Registered: 25. 11. 2004  
 This is sheet 57 of my plan in 57 sheets  
 dated 20/10/2004

Surveyor registered under Surveying Act, 2002  


This is sheet 5 of the plan of 87 sheets  
 covered by subdivision certificate No.  
 of SC04/0096

Authorised Person /   
 For use where space is insufficient in only  
 panel on Plan Form 2.

Reduction Ratio: 1:250



LINE NO.	BEARING	CHORD DIST.	RADIUS	ARC LENGTH
27	157°51'30"	94.28	27.59	94.74
28	171°34'50"	3.74	27.59	3.743
29	179°21'10"	3.969	29.28	3.972
30	171°34'50"	3.969	29.28	3.972
31	179°21'10"	3.969	29.28	3.972
32	192°51'20"	9.783	29.28	9.829
33	206°17'10"	3.894	29.28	3.897
34	213°54'45"	3.894	29.28	3.897
35	206°17'10"	3.67	27.59	3.673
36	213°54'45"	3.67	27.59	3.673
37	224°29'05"	6.494	27.59	6.500

LOT 920 COMPRISES THE STRATHUM ABOVE AND BELOW, LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH. LOT 922 IS LIMITED IN STRATHUM IN THE MANNER DEPICTED IN THIS PLAN.

- ⊙ DENOTES CENTRE OF 0.19 WALL
- ⊙ DENOTES CENTRE OF 0.15 WALL
- ⊙ UNLIMITED IN HEIGHT AND DEPTH
- ⊙ LOT 922 IS LIMITED IN STRATHUM IN THE MANNER DEPICTED IN THIS PLAN.
- ⊙ DENOTES UPPER LIMIT
- ⊙ DENOTES CHANGE IN LOWER LIMIT



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 4 sheets)

**DP1076062**

Subdivision covered by Council's Certificate No 5004/0096 of 2001

Full name and address of owner of the land:

South Kingscliff Developments Pty Ltd ACN 098  
968 266 of C/- Ray Group Pty Ltd, 34 – 36  
Glenferrie Drive, Robina, Qld, 4226

Full name and address of mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 – 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for services (WHOLE OF LOTS)	Lot 920 Lot 921	Lot 921 Lot 920
2	Easement for installation of services (WHOLE OF LOTS)	Lot 920	Lot 921
3	Right of vehicular and personal access	Lot 921	Lot 920

**Part 2 (Terms)**

1. Terms of easement for services firstly referred to in the abovementioned plan:
  - 1.1 An easement for services in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended by this instrument) is created in respect of all wires, cables, pipes, conduits, equipment and other things relating to services which pass through or are situated in the lot burdened and service the lot benefited.
  - 1.2 The owner of a lot which obtains the benefit of a particular service (or if there is more than one lot that benefits from a particular service, the owners of the lots who benefit from the particular service) must carry out the obligations in respect of the services that benefit their lot referred to in Section 6(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes

*De P W 508*

# DP1076062

(Sheet 2 of 4 sheets)

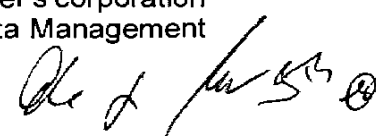
(Freehold Development) Act 1973 must be borne by the owner of the lot that benefits from the particular service (or if there is more than one lot that benefits from a particular service, then the costs in respect of that service are to be borne in equal proportions by the owners of the lot that benefit from the particular service).

1.3 For the purposes of this easement:

“Service” has the meaning ascribed to it in Section 8AB(1) of the Strata Schemes (Freehold Development) Act 1973.

2. Terms of easement for installation of services secondly referred to in the abovementioned plan:

- 2.1 Subject to the terms of this easement, the owner of a lot benefited may install additional Utility Infrastructure in the lot burdened for the purposes of providing a Service to a lot benefited in accordance with this easement.
- 2.2 The owner wishing to install the additional Utility Infrastructure must first obtain the written consent of the Representative the owner’s corporation of the lot burdened to the installation of the additional Utility Infrastructure. The consent of the Representative of the owner’s corporation of the lot burdened must not be unreasonably withheld or delayed provided that the use or enjoyment of a lot burdened is not unreasonably affected. The Representative of the owner’s corporation of the lot burdened may impose reasonable conditions in connection with the installation of the additional Utility Infrastructure including in relation to the nature, type, size or location of the additional Utility Infrastructure and the manner in which the additional Utility Infrastructure will be installed.
- 2.3 The owner installing the additional Utility Infrastructure must, in relation to the additional Utility Infrastructure:
- (a) indemnify the owner’s corporation of the lot burdened and each owner of a lot burdened by this easement from all liability and costs in connection with the additional Utility Infrastructure;
  - (b) make good any damage caused to a lot burdened by the installation of the additional Utility Infrastructure.
- 2.4 The cost of installing additional Utility Infrastructure is to be borne solely by the owner who enjoys the benefit of the additional Utility Infrastructure.
- 2.5 For the purposes of this easement, installing additional Utility Infrastructure shall include enhancing the capacity of existing Utility Infrastructure.
- 2.6 For the purposes of this easement:
- “Utility Infrastructure” means plant, equipment, cables, tubes, wires and conduits of all kind or other apparatus connected with the operation of a Service.
- “Representative” means the representative of the owner’s corporation of the lot burdened that is appointed under the Strata Management Statement.



# DP1076062

"Service" has the meaning ascribed to it in Section 8AB(1) of the Strata Schemes (Freehold) Development Act 1973.

"Strata Management Statement" means the strata management statement as defined in the Strata Schemes Management Act 1996 and registered in respect of a strata scheme or schemes registered over one or both of the burdened and benefited lots.

3. Terms of Easement for Vehicular and Personal Access thirdly referred to in the abovementioned plan:

3.1 An easement for vehicular and personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular and personal access" and identified by the letter "C".

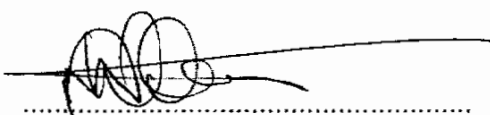
3.2 The owner of the lot which obtains the benefit of the right of vehicular and personal access must carry out the obligations in respect of the right of vehicular and personal access referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne as to 50% by the owner of Lot 920 and 50% by the owner of Lot 921. Any plant and equipment located on the easement area shall be maintained and repaired by the owner of the lot which benefits from such plant and equipment at its cost.

Name of Person whose consent is required to release, vary or modify easement firstly, secondly and thirdly, referred to:

South Kingscliff Developments Pty Ltd ACN 098 968 266

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 )

Executed by South Kingscliff Developments Pty Ltd A.C.N. 098 968 266 by its duly appointed attorney ~~ANTHONY WILLIAM NICKEY/BRADLEY JAMES SCALE/JAMIE TREVOR BOLIC~~ under Registered Power of Attorney Book No. 179 who certifies that he has received no notice of revocation of such Power of Attorney. \* 4430 No 878



Sole Director and Sole Secretary  
WITNESS

MATTHEW CRAIG WILLIAMS  
Print Name  
34-36 Ovenshire Drive  
Robina Qld 4226.



# DP1076062


Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys\_\_\_\_\_ )

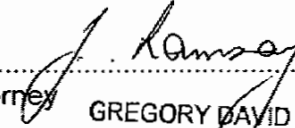
and \_\_\_\_\_ )  
under Power of Attorney Number  
BOOK 4288 No 968 )

who certify they have no notice of revocation of the said power of attorney in the presence of:

  
Witness  
Address: **LEVEL 10, 127 CREEK ST  
BRISBANE QLD 4000**

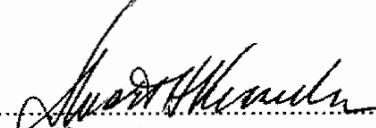
Executed by City Pacific Limited ACN 079 453 955 as trustee by its duly appointed attorney Stuart Henderson Kissick under power of attorney Book 4424 No 979 who declares he has no notification of the revocation of the power of attorney  
~~Sole Director & Sole Secretary/Director~~

  
Witness  
Norm Forston  
Print Name

  
Attorney **GREGORY DAVID RAMSAY  
STATE MANAGER**

  
Attorney **ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER**

**MARGARET PARTRIDGE**  
Print Name

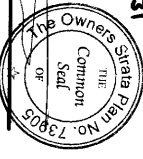
  
Director/Secretary  
Attorney

Print Name

  
Tweed Shire Council  
Authorised Person/~~General Manager~~



Tom Ray - *Side Director / Secretary*  
Mackintosh Pty Ltd  
Kev 106 066 531



Matthew Williams - *Chairman*  
Owners Strata Plan No. 73905  
Mackintosh Secretary

THE COMMON SEAL OF THE OWNERS  
SP 73905 WAS REPRODUCED APPROX  
ON 7 FEBRUARY 2006 IN THE PRESENCE  
OF MICHAEL SILVER AS SECRETARY  
AND MICHAEL WILLIAMS AS CHAIRMAN  
BEING THE PERSONS AUTHORIZED BY  
SECTION 238 STRATA ACT 1986  
MANAGEMENT ACT 1996 TO ATTEND  
THE MAKING OF THIS SEAL.

Department of Lands Approval

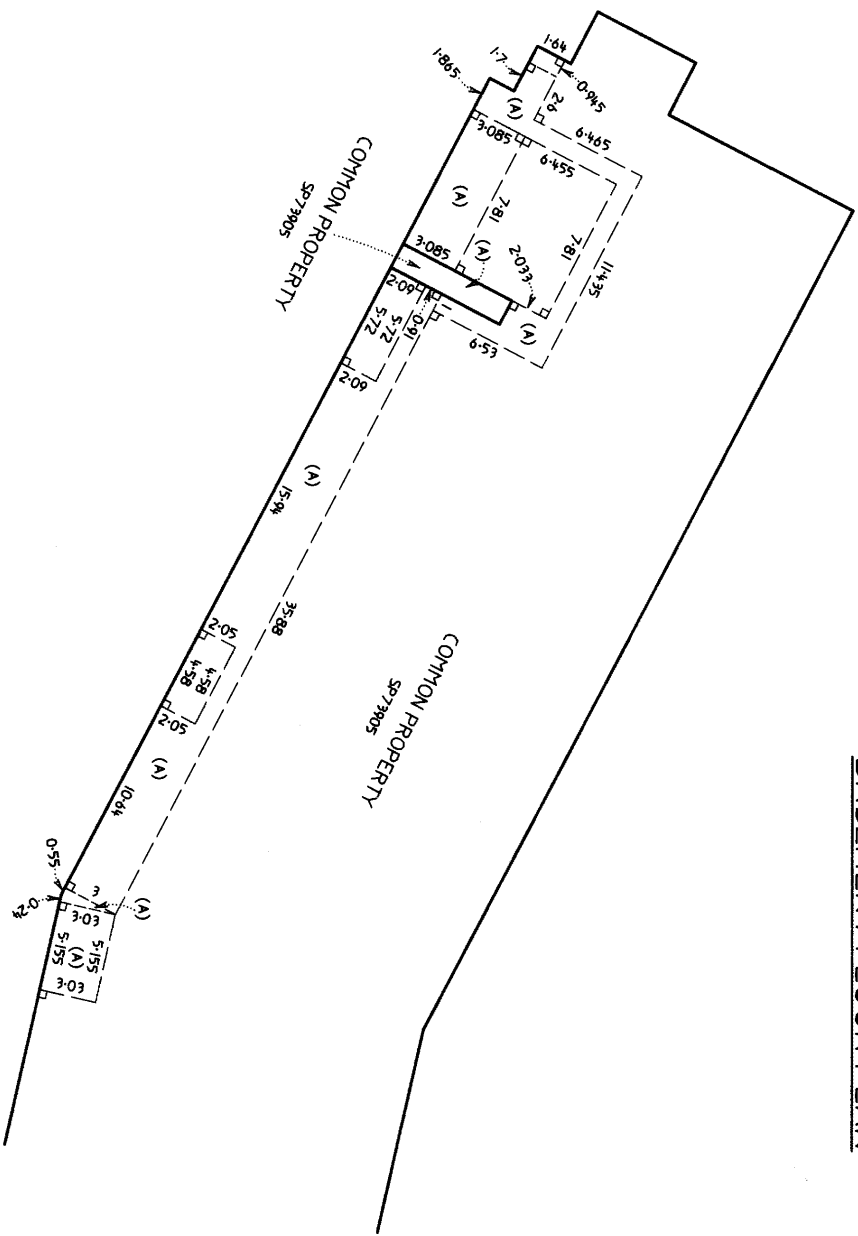
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Office: \_\_\_\_\_

Subdivision Certificate  
I, \_\_\_\_\_  
(Authorized Officer)  
of the Department of Lands, in approving this plan certify  
that all necessary approvals in regard to the allocation of the  
land shown herein have been given.

Subdivision Certificate  
I certify that the portions of a lot of the Endowment Planning  
Scheme No. 1197 have been divided in relation to the  
proposed \_\_\_\_\_  
(Owner, Subdivision or new road)  
\_\_\_\_\_ set out herein  
\*Authorized Person/General Manager/Accountant/Clerk  
Consent Authority: \_\_\_\_\_  
Date of Endowment: \_\_\_\_\_  
Account/Title no.: \_\_\_\_\_  
Subdivision Certificate no.: \_\_\_\_\_  
File no.: \_\_\_\_\_  
Notes: \_\_\_\_\_  
When this plan is lodged electronically in the Land Titles Office, it  
should include a signature in an electronic or digital format approved  
by the Registrar-General.  
A date whichever is applicable.

SOURCE REFERENCE: 8145-195, C/2/E/257

BASEMENT FLOOR PLAN



(A) EASEMENT FOR USE VARIABLE WIDTH  
DENOTES A RIGHT ANGLE

M.G.A.

DP1101905

Registered: 1-9-2006

C.A.: \_\_\_\_\_  
Title System: TORRENS  
Purpose: EASEMENT  
Ref. Map: X5467-44#  
Last Plan: \_\_\_\_\_

PLAN OF  
EASEMENT FOR USE WITHIN  
COMMON PROPERTY IN SP73905

Lengths are in metres. Reduction Ratio 1:200

LGA: TWEED  
Locality: KINGSCLIFF  
Parish: CUDGEN  
County: ROUS

This is sheet 1 of my plan in \_\_\_\_\_ sheets  
(Where applicable)

Surveying Regulation, 2001  
I, GEORGE JAMES THOMPSON  
of MICHAEL GROUP SERVICES PTY. LTD, A.C.N. 091 781 132  
a company registered under the Surveying Act, 2002, hereby  
certify that this plan was prepared in accordance with the Surveying  
Regulation, 2001 and was completed on 24/3/2005.  
The survey relates to: EASEMENT FOR USE  
(Please specify the land actually surveyed or specify any land  
shown but not surveyed in the subject of the survey.)  
Datum Line: \_\_\_\_\_  
Zone: Urban/Abundant  
(Signature) \_\_\_\_\_  
The Surveying Act 2002

Plans used in preparation of survey/ completion  
SP73905

PANEL FOR USE ONLY for statements of  
information to be provided to the public  
public reserves, drainage reserves, easements,  
restrictions on the use of land or positive  
covenants.  
IT IS INTENDED: --  
TO CREATE PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1999: --  
1. EASEMENT FOR USE VARIABLE WIDTH

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Table of mm  
WARNINGS: CREASING OR FOLDING WILL LEAD TO REJECTION

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

# DP1101905

(Sheet 1 of 2 sheets)

## Plan of Easement for Use

Full name and address of  
Owner of the land

The Owners - Strata Plan No. 73905, C/- Stewart Silver King & Burns, "Mainwaring Precinct", Barclay Drive, Casuarina Beach, NSW, 2487

### Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for use variable width	Common Property in SP 73905	3/SP74283

### Part 2 (Terms)

1. Terms of Easement for Use firstly referred to in the abovementioned plan:

- 1.1 The owner of the lot burdened grants full, free and unimpeded right for the owner of the lot benefited or its lessees, agents, contractors and invitees and all persons authorised by the owner of the lot benefited to use that part of the lot burdened identified by the letter "A" for the purposes of storage of goods, chattels and other items used in connection with the business conducted from the benefited lot and to enter the lot burdened to access that part of the lot burdened identified by the letter "A".
- 1.2 The grant of this easement is subject to the following conditions, which conditions are covenants and agreements between the owner of the lot burdened and the owner of the lot benefited with the intention and agreement that the benefit and burden of the covenants and agreements shall pass with the benefit and burden of this easement:
- (a) the owner of the lot benefited must, in exercising its rights under this easement:
    - (i) only use the easement area for the storage of goods, equipment and other items used in connection with the business conducted from the lot benefited;
    - (ii) not store anything that creates a nuisance or is likely to endanger occupants of the burdened lot;

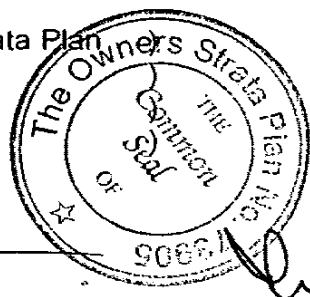
DP1101905

- (iii) promptly clean up any spillage and litter caused by the movement of goods or items to and from the easement area; and
- (iv) repair any damage caused to the benefited lot by the use of the easement area or the movement of goods or items to and from the easement area.

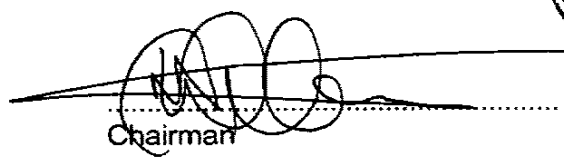
Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

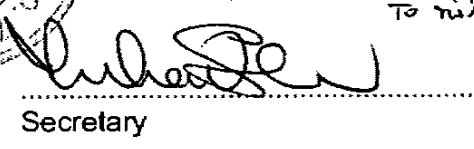
South Kingscliff Developments Pty Ltd ACN 098 968 266

Executed by The Owners - Strata Plan No. 73905



THE COMMON SEAL OF OWNERS STRATA PLAN NO. 73905 HAS HEREVINTO AFFIXED ON 7 AUGUST 2006 IN THE PRESENCE OF MATHEW WILLIAMS (CHAIRMAN) AND MICHAEL SILVER (SECRETARY) BEING THE PERSONS AUTHORISED BY SECTION 238 OF THE STRATA SCHEMES MANAGEMENT ACT 1996 TO ATTEST TO THE AFFIXING OF THE SEAL

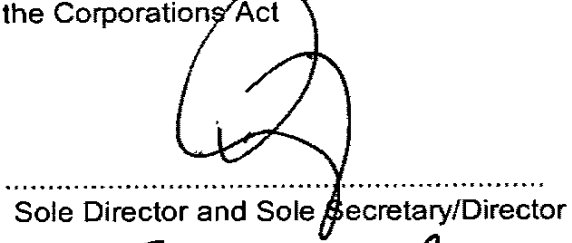
  
.....  
Chairman

  
.....  
Secretary

Mathew Williams  
.....  
Print Name

Michael Silver  
.....  
Print Name

Signed by Moonshadowz Pty Ltd ACN 106 066 531 pursuant to section 127 of the Corporations Act )  
)  
)

  
.....  
Sole Director and Sole Secretary/Director

.....  
Director/Secretary

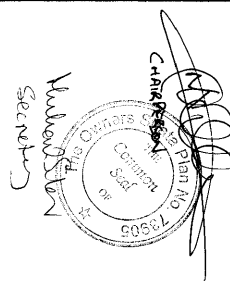
Tom Davis Ray  
.....  
Print Name

.....  
Print Name



**PLAN FORM 2 (APPROVED FORM 3)**  
**SIGNATURES AND SEALS ONLY**

The Common seal of the Owners - Strata Plan No 73905 was hereunto affixed on 13 December 2002 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s 235 Strata Schemes Management Act 1996 to attest the fixing of the seal.



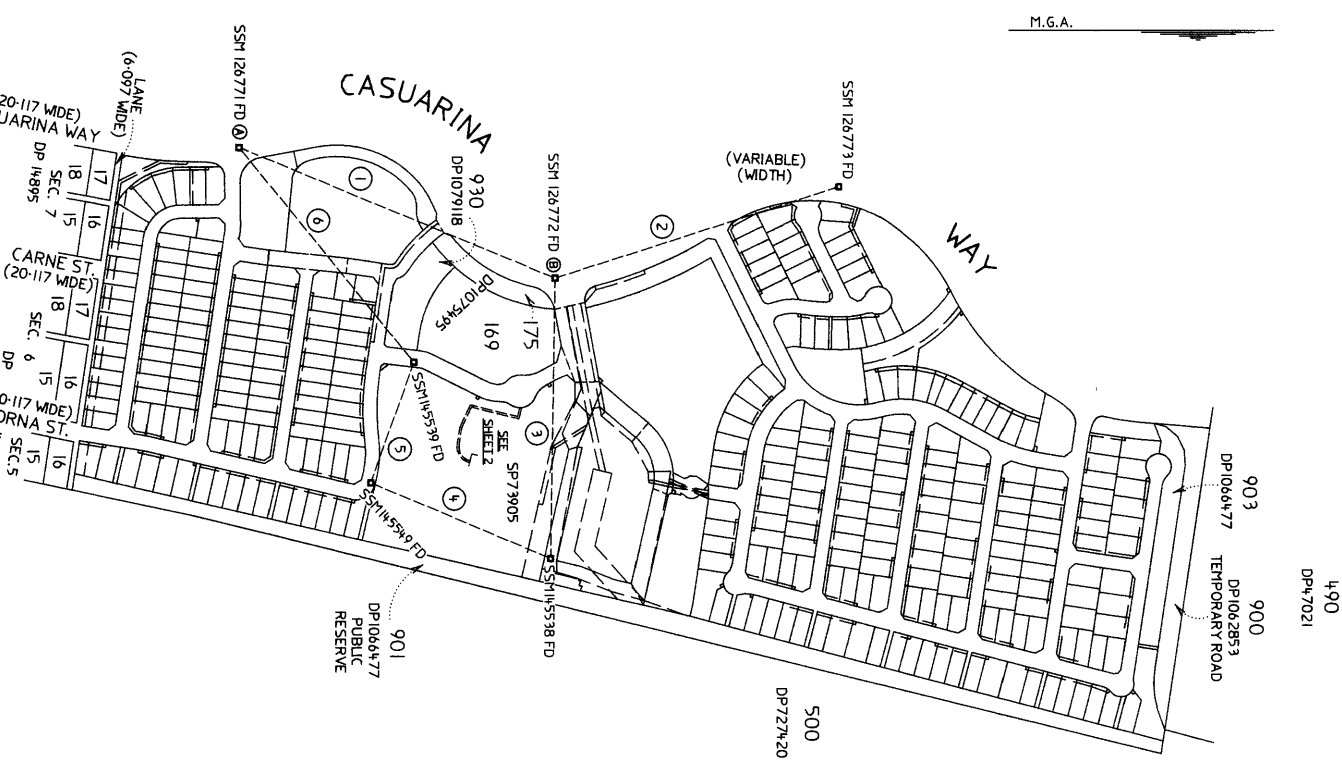
The Common seal of the Owners - Strata Plan No 71283 was hereunto affixed on 13 December 2002 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s 235 Strata Schemes Management Act 1996 to attest the fixing of the seal.



Department of Lands Approval  
 In operating this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Subdivision Certificate  
 I certify that the provisions of s 89A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:  
 (Thinner) Subdivision or (New road) set out herein  
 \*Authorised Person, General Manager, Accredited Cartiller  
 General Authority:  
 Date of Endorsement:  
 Accreditation no:  
 Subdivision Certificate no:  
 Name:  
 Note: When the plan is lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.  
 \* Delete whichever is inapplicable.  
 SURVEYOR'S REFERENCE: B45-270, CHECKLIST

Plan Drawing only to appear in this space



**CONNECTIONS**

LINE	BEARING	DIST.
1	221°19'55"	36.0-99.4
2	342°08'08"	31.5-55.5
3	90°51'42"	29.6-24.3
4	202°38'36"	20.6-00.1
5	109°29'07"	135.6-02
6	230°47'26"	291.9-73

**MGA CO-ORDINATES**  
 SURVEYING REGULATION 2001: CLAUSE 32 (2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 126771	556 308.879	6 871 635.621	56	A	1
SSM 126772	556 645.994	6 871 969.414	56	C	3
SSM 126773	556 349.218	6 871 269.639	56	C	3
SSM 14538	556 742.099	6 871 964.965	56	C	3
SSM 14539	556 535.030	6 871 820.127	56	C	3
SSM 14549	556 622.817	6 871 774.911	56	C	3

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.N.S. 24/8/2006  
 COHB. SCALE FACTOR 0.996638

**PERMANENT MARK COMPARISONS**

LINE	BEARING-DIST (MGA GROUND)	BEARING-DIST (SURVEY)
SSM126772-SSM145538	90°51'39" 29.6-24.5	90°51'42" 29.6-24.3
SSM126771-SSM126772	221°19'55" 36.0-98.8	221°19'55" 36.0-99.4
SSM126772-SSM126773	342°08'01" 31.5-55.1	342°08'08" 31.5-55.5
SSM145538-SSM145549	202°38'37" 20.6-00.3	202°38'36" 20.6-00.1
SSM145549-SSM145539	109°29'09" 135.6	109°29'07" 135.6-02
SSM145539-SSM126771	230°47'26" 291.973	230°47'26" 291.973

DP1107916

Registered: 21.2.2007  
 C.A.: \_\_\_\_\_  
 Title System: **TORRENS**  
 Purpose: **ERASEMENT**  
 Ref. Map: **X 5467-44 \***  
 Last Plan: **S.P. 73905**  
**D.P. 1076062**

**PLAN OF PERSONAL ACCESS WITHIN COMMON PROPERTY IN SP73905**

Lengths are in metres. Reduction Ratio: 1:4000

LSA: **TWEED**  
 Locality: **KINGSCLIFF**  
 Parish: **CUDGEN**  
 County: **ROUS**

This is sheet 1 of my plan in 2 sheets.  
 (Delete if inapplicable)

**Surveying Regulation, 2001**  
 1. GEORGEY, JAMES THOMPSON  
 of MICHEL GROUP SERVICES PTY. LTD. A.C.N.041.790.132  
 a surveyor registered under the Surveying Act, 2002, hereby  
 certifies that the survey shown on this plan was conducted in  
 accordance with the Surveying Regulation, 2001 and was completed on 25/8/2006.  
 The survey relates to: **RIGHT OF PERSONAL ACCESS.**

*(Delete if inapplicable)*  
 I, GEORGEY, JAMES THOMPSON, do hereby certify that I am a surveyor registered under the Surveying Act 2002.  
 Zone: Urban/Rural  
 (Signature)   
 The Surveying Act 2002

Plans used in preparation of survey/compilation  
 DP10A2853, DP1075495, DP1076062,  
 SP73905

**PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public easements or to create public restrictions on the use of land or positive covenants.**

IT IS INTENDED: -

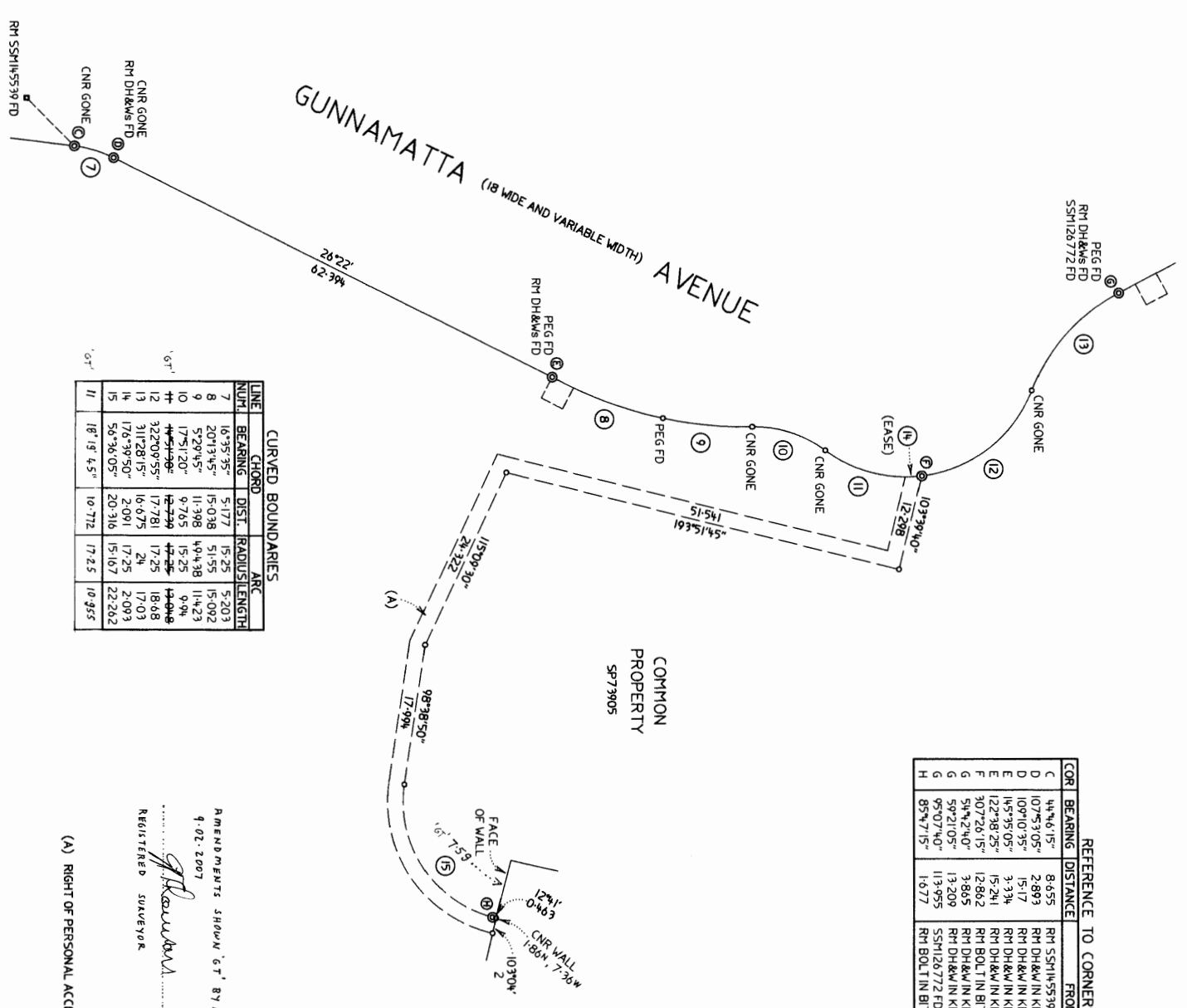
TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: -  
 1. RIGHT OF PERSONAL ACCESS 2 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



M.G.A.



CURVED BOUNDARIES

LINE NO.	BEARING	DIST.	RADIUS	ARC LENGTH
7	163°35'35"	5.177	15.25	5.203
8	201°34'45"	15.038	51.55	15.092
9	5°29'45"	11.398	40.438	11.423
10	175°1'20"	9.765	15.25	9.94
11	115°09'30"	21.322	17.25	17.25
12	322°09'55"	17.781	17.25	18.68
13	311°28'15"	16.675	20.91	17.03
14	176°39'50"	2.091	17.25	2.093
15	50°36'05"	20.310	15.167	22.202

REFERENCE TO CORNERS

COR.	BEARING	DISTANCE	FROM
C	44°46'15"	8.655	RM SSM115539 FD, (DP1075495)
D	107°31'05"	2.893	RM DH&W IN KB FD, (DP1075495)
E	145°53'05"	15.17	RM DH&W IN KB FD, (DP1075495)
F	122°38'25"	3.334	RM DH&W IN KB FD, (DP1075495)
G	307°28'15"	19.241	RM DH&W IN KB FD, (DP1075495)
H	54°42'40"	3.865	RM BOLT IN BITUMEN
I	50°21'05"	13.209	RM DH&W IN KB FD, (DP1075495)
J	95°07'40"	11.3955	SSM126772 FD, (DP1062853)
K	85°47'15"	1.677	RM BOLT IN BITUMEN

AMENDMENTS SHOWN 'G.T.' BY ME  
 9.07.2007  
 REGISTERED SURVEYOR

(A) RIGHT OF PERSONAL ACCESS 2 WIDE

DP1107916

Registered: MC 21.2.2007

This is sheet 2 of my plan in 2 sheets  
 dated 25/8/2006

Surveyor registered under Surveying Act, 2002.  
 This is sheet 2 of the plan of 2 sheets  
 covered by subdivision certificate No. \_\_\_\_\_  
 of \_\_\_\_\_

Authorized Person/General Manager/Accredited Certifier

For use where space is insufficient in only  
 panel on Plan Form 2

Reduction Ratio 1:400

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 2 sheets)

**DP1107916**

Right of Personal Access within Common Property in SP73905

Full name and address of Owner of the land

The Owners – Strata Plan No. 73905  
c/- Stewart Silver King & Burns Pty Ltd  
116-118 Bundall Road  
Bundall QLD 4217

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited Lot(s), bodies or Prescribed Authority:</b>
1	Right of personal access 2 wide	Common Property in SP 73905	Common Property in SP 74283

**Part 2 (Terms)**

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:

- 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "right of personal access 2 wide" and identified by the letter "A".
- 1.2 The Owners – Strata Plan No. 73905 must carry out the obligations in respect of the right of personal access referred to in Clause 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Clause 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by The Owners – Strata Plan No. 73905.

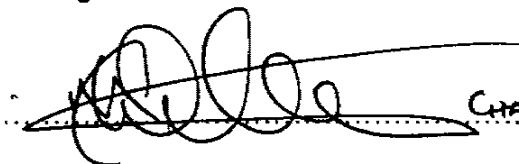
Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:


Owners Corporation Strata Plan 74283

# DP1107916

(Sheet 2 of 2 sheets)

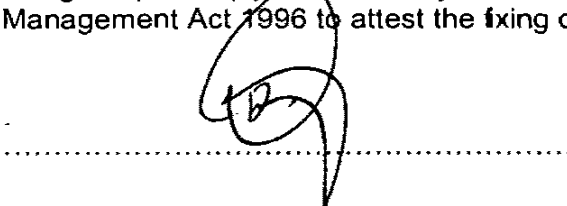
The common seal of the Owners – Strata Plan No 73905 was hereunto affixed on 13 December 2006 in the presence of Mathew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.

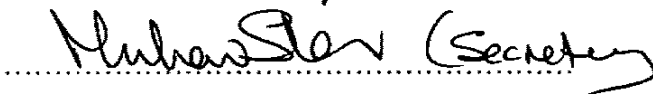
 CHAIRPERSON

 (Secretary)



The common seal of the Owners – Strata Plan No 74283 was hereunto affixed on 13 December 2006 in the presence of Mathew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



 (Secretary)



REGISTERED  AC 21.2.2007



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 2 sheets)

# DP1107917

Right of Personal Access within Common Property in SP73905

Full name and address of  
Owner of the land

The Owners – Strata Plan No. 73905  
c/- Stewart Silver King & Burns Pty Ltd  
116-118 Bundall Road  
Bundall QLD 4217

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Right of personal access 2 wide	Common Property in SP 73905	Common Property in SP 74283

## Part 2 (Terms)

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:

- 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "right of personal access 2 wide" and identified by the letter "B".
- 1.2 The Owners – Strata Plan No. 73905 must carry out the obligations in respect of the right of personal access referred to in Clause 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Clause 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by The Owners – Strata Plan No. 73905.

# DP1107917

(Sheet 2 of 2 sheets)

Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

Owners Corporation – Strata Plan 74283

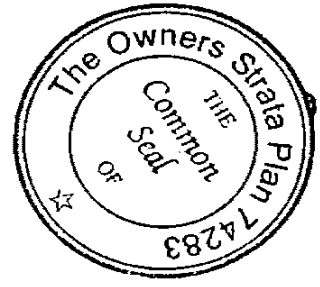
The common seal of the Owners – Strata Plan No 73905 was hereunto affixed on 13 December 2006 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



[Signature] Chairman

Michael Silver (Secretary)

The common seal of the Owners – Strata Plan No 74283 was hereunto affixed on 13 December 2006 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



[Signature]

Michael Silver (Secretary)

REGISTERED  21.2.2007

Release: 2.0  
www.lands.nsw.gov.au

**CONVERSION OF STRATA  
LOT TO COMMON PROPERTY**

New South Wales

Section 13 Strata Schemes  
(Freehold Development) Act 1973



**AE580504D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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.

**STAMP DUTY**

Office of State Revenue use only	NEW SOUTH WALES DUTY 25-03-2009 0005314130-001 TRANSFER- TRANSFER DUTIABLE AMOUNT \$ *****100,000.00 DUTY \$ *****1,990.00
----------------------------------	--

**(A) TORRENS TITLE**

For the common property Common Property in SP73905	For the lot to be converted 215
---	------------------------------------

**(B) LODGED BY**

Document Collection <b>28A</b>	Name, Address or DX and Telephone LPN: <b>ESPBEON</b> Espbeon Property Services <b>2404711</b> <b>PROPERTY SERVICES 2000</b> Ph: <b>02 9210 0993</b> Reference: <b>07 255 SYDNEY</b> <b>HICKET-1187393</b>	CODE <b>CD</b>
-----------------------------------	--	-------------------

**(C) APPLICANT**

South Kingscliff Developments Pty Ltd ACN 098 968 266

**(D) LOT TO BE CONVERTED**

Strata Plan No. 73905	Lot No. 215
-----------------------	-------------

**(E)** The applicant and the Owners-Strata Plan No. 73905 hereby notify the Registrar General that the lot referred to above has been converted to common property.

DATE **10 February 2009**

**(F)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

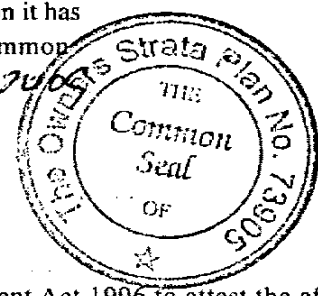
Corporation: \_\_\_\_\_  
Authority: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_ Signature of authorised person: \_\_\_\_\_  
Name of authorised person: \_\_\_\_\_ Name of authorised person: \_\_\_\_\_  
Office held: \_\_\_\_\_ Office held: \_\_\_\_\_

**(G) CERTIFICATE BY OWNERS CORPORATION**

The owners corporation referred to above hereby certifies that by a special resolution it has consented the conversion to common property of the lot specified above. The common seal of the Owners-Strata Plan No. 73905 was affixed on **10/2/2009** in the presence of—

Signature(s): \_\_\_\_\_  
Name(s): **PETER THOMSEN**



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**(H) COUNCIL'S CERTIFICATE**

The Council of **Tweed Shire Council**, having satisfied itself as to the conditions referred to in section 37(5) of the Strata Schemes (Freehold Development) Act 1973 have been met, approves the conversion to common property of lot **215** in strata plan No. **73905**

Signature of authorised officer: \_\_\_\_\_  
Name of authorised officer: **GARRY SMITH** Position of authorised officer: **MANAGER DEVELOPMENT ASSESSMENT**

APPROVED FORM 9

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the *\*Strata Schemes (Freehold Development) Act 1973, or ~~\*Strata Schemes (Leasehold Development) Act 1986~~*, The Owners - Strata Plan No 73905 hereby certifies that:

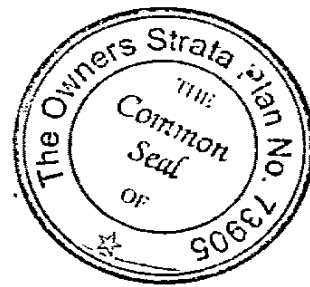
- (1) the *\*dealing \*plan +* being a Conversation of Strata Lot to Common Property for Strata Plan No. 73905 was *\*executed \*accepted \*sealed* by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
- (2) the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *\*dealing \*plan*.

The common seal of Owners - Strata Plan No 73905 was hereunto affixed on 10/9/2009 in the presence of Peter Thomson (Chairman) Shirley Manning (Secretary) and being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

The Owners Strata Plan No. 73905  
Peter Thomson  
X  
Chairman

AS per s238 of SSMA.

X  
Secretary



\* Strike out whichever is inapplicable.  
+ Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.



Approved Form 10

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the \* Strata Schemes (Freehold Development) Act 1973, \* Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 73905 hereby certifies that in respect of the strata scheme based on Strata Plan No. 73905:

- \* (a) the initial period, as defined by that Act, expired before:
  - ~~\* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 9(3)(b) \* section 11(2)(b).~~
  - ~~\* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 13(2)(a) \* section 16(2)(a).~~
  - \* issue by the owners corporation on 10/2/2009 of a certificate referred to in \* section 28(4)(a) \* section 32(4)(a).
- ~~\* (b) at the date of issue of a certificate referred to in section \* 9(3)(b); \* 13(2)(a) or \* 28(4)(a) \* section 11(2)(b); \* 16(2)(a) or \* 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of Owners - Strata Plan No 73905 was hereunto affixed on 10/2/2009

in the presence of Peter Thomson (Chairman) and Strata Managing Agent (Secretary) being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest to the affixing of the seal.

The Owners Strata Plan No. 73905

Peter Thomson  
Chairman  
As per s238  
SSMA



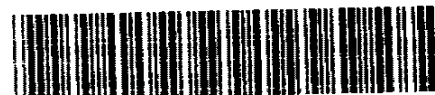
Secretary

\* Strike out whichever is inapplicable.

} 5 }

Form: 1SCH  
Release: 2-1

**CONSOLIDATION  
CHANGE OF BY-LA**  
New South Wales



**AQ218980T**

Strata Schemes Management Act  
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 73905
--

(B) **LODGED BY**

Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 <i>D</i> KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	CODE  <b>CH</b>
Reference: FILE NO: 178770 - TWE		

- (C) The Owners-Strata Plan No. 73905 certify that a special resolution was passed on 28/02/2020
- (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. BY-LAWS 1 - 57  
Added by-law No. BY-LAWS 1 - 45  
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 as Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 73905 was affixed on 01/07/2020 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: *Matilda Halliday*  
 Name: MATILDA HALLIDAY  
 Authority: Licensed Strata Managing Agent  
 BCS Strata Management P/L  
 Signature:  
 Name:  
 Authority:



**ANNEXURE A**

**STRATA PLAN 73905**

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1. Vehicles ..... 4

2. Private Roads and Other Common Property ..... 4

3. Visitors' Car Park ..... 4

4. Obstruction ..... 5

5. Damage to Lawns, etc on Common Property ..... 5

6. Use of Recreation Facilities ..... 5

7. Instructions to Contractors, etc..... 5

8. Depositing Rubbish on Common Property ..... 5

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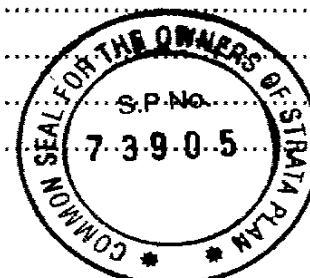
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## **Preamble**

The By-laws for the strata scheme bind the Owners Corporation and the Owners, any mortgagee, tenant or occupier in the strata scheme.

They are rules designed for the purpose of the control, management, administration, use and enjoyment of the Lots and common property within a strata scheme.

The By-laws made can be categorised into three classes:

- the behaviour of Owners and occupiers when occupying their Lots or using common property ("conduct By-laws");
- The use of common property ("common property rights By-laws");
- The granting of greater powers to the Owners Corporation ("empowering By-laws").

By-laws can be made, amended or repealed by a special resolution, which is effected in a general meeting.

In the Strata Scheme, there are By-laws which come within each of the By-law classes.

The By-laws must be obeyed by all persons within the Strata Scheme.

## **1. Vehicles**

An Owner or occupier of a Lot shall not park or stand any motor or other vehicle including personal watercraft, caravan, trailer or motorbike, motor home, campervan or bus upon the common property without the consent in writing of the Strata 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 motor or other vehicle including personal watercraft, caravan, trailer, motorbike, motor home, campervan or bus over or through the Common Property without the consent in writing of the Strata Committee.

## **3. Visitors' Car Park**

3.1 An Owner or occupier of a Lot shall not park or stand any motor or other vehicle including personal watercraft, caravan, trailer, motorbike, motor home, campervan or bus upon areas set aside for visitor parking without the consent in writing of the Strata Committee;

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 guidelines determined from time to time by the Strata Committee.

#### **4. Obstruction**

An Owner 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. Use of Recreation Facilities**

An Owner or occupier of a Lot shall ensure use of the swimming pools and the other recreation facilities ("the recreational facilities") meets the following requirements;

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

6.2 that children below the age of 13 years are not using the recreational facilities unless accompanied by an adult (over the age of 18 years) Owner or occupier exercising effective control over the children;

6.3 that glass containers or glass receptacles of any type are not taken to or allowed to be used in the recreational facilities areas;

6.4 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;

6.5 that no use is made of the recreational facilities between the hours of 10:00pm and 7:00am each day or other hours as set from time to time by the Strata Committee;

6.6 that an Owner or occupier and their invitees and guests are suitably attired at all times.

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

6.8 that an Owner or occupier, their invitees and guests do not operate, adjust or interfere with the operation of the recreational facilities or add any chemical or substance to the recreational facilities.

#### **7. Instructions to Contractors, etc**

7.1 Owners shall not directly instruct any contractors or workmen employed or engaged by Strata Committee unless authorised by the Owners Corporation, the Strata Committee or the Caretaker.

7.2 Where the Owner instructs or engages a contractor or tradesperson to carry out work within a Lot, then the Owner must inform the Contactor or tradesperson to report to the caretaker prior to the carrying out of any work.

#### **8. Depositing Rubbish 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.

## **9. Garbage Disposal**

An Owner or occupier of a Lot shall:

9.1 except where the Strata 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 Strata Committee, in clean and dry condition and adequately covered, a receptacle for garbage;

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

9.3 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

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

## **10. Appearance of Buildings and Signs**

10.1 Subject to By-law 36 an Owner or occupier of a Lot shall not, except with the consent in writing of the Strata 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 to dry naturally, this is permitted only in the areas (if any) designated by the Strata Committee where facilities are supplied for such needs.

10.2 An Owner or occupier of a Lot shall not, except with the consent in writing of the Strata Committee, permit any boat, trailer, caravan, campervan, mobile home or watercraft on a Lot which is visible from the Common Property or from an adjoining Lot.

10.3 An Owner or occupier of a Lot must not place on the balcony:

- If the lot is not as hotel room, more than four chairs, a table and two sun lounges;
- If the lot is a hotel room, more than two chairs, a table and two sun lounges

10.4 An Owner or occupier of a Lot must comply with any notice issued by the Strata Committee in relation to the presence of items, including, but not limited to furniture and barbecues, on a balcony.

## **11. Inflammable Liquids, Gases or Other Materials**

11.1 An Owner or occupier of a Lot shall not bring to, do, or keep anything in a Lot, on the Common Property or in storage cage that increases the risk of fire or may not comply with the relevant fire regulations;

11.2 An Owner or occupier of a Lot shall not, without the consent in writing from the Strata Committee, use or store on a Lot, on the common property or in a storage cage any flammable liquid, chemical or gas other than any flammable liquid, chemical or gas intended to be used for domestic purposes;

11.3 An Owner or occupier of a Lot shall not maintain or operate anywhere within a Lot a barbeque (being gas, electric or any other kind).

## **12. Keeping of Animals**

An Owner or occupier of a Lot shall not, without the approval in writing from the Strata Committee, keep any animal upon a Lot, on the common property or in a storage cage. An Owner or occupier of a Lot that requires an assistance animal (as defined in section 9 of the *Disability Discrimination Act 1992*) is permitted to keep an assistance animal on their Lot whilst they are residing in it.

## **13. Auction Sales**

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 Strata Committee.

## **14. Right of Entry**

14.1 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot for the purposes of carrying out work required under the Act, work required by a public authority, or work required by an Order under the Act;

14.2 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot for the purposes of determining whether work is required to be carried out under the Act;

14.3 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot in an emergency or in accordance with an order of the Tribunal;

14.4 The Owners Corporation is liable for any damage to a Lot or the contents of a Lot that was caused as a result of the carrying out any work referred to in this By-law unless the damage arose because the Owners Corporation was obstructed or hindered.

## **15. Noise**

15.1 An Owner or occupier of a Lot shall not make or permit a noise, including electrically amplified music, noise from electrical equipment or power tools, that is likely to interfere with the peaceful enjoyment of Owners of other Lots;

15.2 An Owner or occupier of a Lot must close all doors and windows to contain any noise emanating from within a Lot in the event that electrically amplified music, noise from electrical equipment or power tools are being used;

15.3 In respect of the residential areas of the Parcel, guest leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness must be observed when an Owner or occupier of a Lot returns to the Lot late at night or early morning hours.

15.4 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 a Lot.

15.5 The Caretaker and Strata Committee reserves the right to instruct an Owner or occupier of a Lot to stop using electrically amplified music, noise from electrical equipment or power tools in the event that the noise is interfering with the peaceful enjoyment of occupiers of other Lots;

## **16. Infectious Diseases**

An Owners or occupier for a Lot must comply with any advice or instructions issued or promulgated by any authority with respect to health or medical issues.



## **17. Window coverings, Shutters, Awnings, Privacy Screens and Pergolas**

17.1 An Owner or occupier of a Lot shall not install, renovate and/or replace an existing window covering, shutter or awning without the approval of the Strata Committee. The Strata Committee shall ensure the window covering, shutter or awning is consistent in design, appearance and colour to the existing Lot's when viewed from the outside of the Lot;

17.2 Where a Lot is used for commercial purposes, the Strata Committee shall not unreasonably refuse or withhold its consent replace an existing window covering, shutter or awning where the replacement is consistent with the commercial operation of the Lot;

17.3 The Strata Committee may engage an external consultant(s) to assess plans and/or specifications of a Lot Owners proposal or to monitor works undertaken. Costs associated with engaging external consultants are to be borne by the Lot Owner;

17.4 An Owner shall not construct any privacy screen, screen, pergola or out building without the written approval of the Strata Committee. Any such structure erected without the approval of the Strata Committee will be removed and costs associated with the removal will be recovered from the Lot Owners.

## **18. Works to Lots**

18.1 An Owner wishing to carry out Works to a Lot must submit an application to the Strata Committee prior to the carrying out of that works.

18.2 Owners must submit an application in the form of that set out in *Schedule 1*.

18.3 Works include Cosmetic Works, Minor Renovations and Works Affecting Common Property.

18.4 The Strata Committee may approve or reject an application, or may require the submission to it of a By-law. If it requires the submission of a By-law, the Owner may utilize the form of By-law set out in *Schedule 2*.

18.5 In considering an application made pursuant to this By-law, the Strata Committee shall have regard to section 109, 110 and 111 of the Act.



## Schedule 2

SPECIAL BY-LAW NO < >

Works Lot < >

### PART 1

#### CONFERRAL OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law in force for the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost) and to retain the Owner's fixture and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### PART 2

#### DEFINITIONS

- 2.1 In addition to the definitions in by-law 45 the following definitions are also adopted:

(a) "Works" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:

(i) \_\_\_\_\_; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "Lot" means \_\_\_\_\_ in strata plan 73905.

(c) "Plans" means the plans/drawing prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

### PART 3

#### CONDITIONS

#### 3.1 Compliant Works

To be compliant under this by-law, Works:

(d) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

(e) must be manufactured, designed and installed to specifications for domestic use;

(f) relating to fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;

(g) relating to air-conditioning, must have a new condenser unit (external) that:

- (i) is mounted on vibration pads in a location so as to minimize noise and vibration;
  - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation or the Strata Committee);
  - (iii) has an acceptable sound rating as specified by the Owners Corporation or the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building; and
  - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
  - (v) is not visible from the street; and
  - (vi) is not installed through or attached to windows;
- (h) relating to hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation or Strata Committee from time to time and must not have a weighted standardized impact sound pressure level exceeding rating 35 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation.

### 3.2 Statutory and other requirements

#### 3.2.1 The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws in force for the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (j) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (k) comply with the provisions of the *Home Building Act 1989*.

#### 3.2.2 The Works must:

- (l) be carried with due care and skill and in accordance with the plans and specifications set out in the contract; and
- (m) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### 3.3 Enduring rights and obligations

#### 3.3.1 An Owner must:

- (n) not carry out any alterations or additions or do any works other than the Works approved by the Owners Corporation or Strata Committee (when relevant);
- (o) properly maintain and upkeep the Works in a state of good and serviceable repair;

- (a) properly maintain and upkeep those parts of the common property in contact with the Works;
- (b) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (c) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (d) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 3.3.1.

#### **3.4 Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (h) request, in writing, that the Owner complies with the terms of it. The notice shall specify the nature of the non-compliance with the obligation;
- (i) if the Owner fails to comply with the request made pursuant to clause 3.4 within seven (7) days from the date of the receipt of the request, by its agents, employees and contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (j) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (k) recover any costs from the Owner as a debt due.

## **19. 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.

## **20. Responsibility to Maintain the Common Property**

20.1 The Owners Corporation must maintain and keep in a state of good repair the common property and any personal property vested in the Owners Corporation;

20.2 The Owners Corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the Owners Corporation;

20.3 The Owners Corporation may determine a particular item of property is inappropriate for the Owners Corporation to maintain and that decision will not affect the safety of any building or structure or common property or detract from the appearance of any property in the strata scheme;

20.4 The Owners Corporation may delay repairs to the common property if a Lot Owner has failed in their obligation to rectify damages they made to the common property, provided the delay in repairs will not affect the safety of the building, structure or common property in the strata scheme;

20.5 A Lot Owner is permitted to seek compensation for damages for breach of the duty pursuant to section 106 from the Owners Corporation if it has not maintained or repaired the Common Property as required under the Act;

## **21. Taps**

An Owner or occupier of a Lot must ensure that all water taps in the Lot are properly turned off after use. Owners must annually inspect flexible wall to appliance plumbing hoses and couplings and renew as required.

## **22. 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. No sweepings or rubbish, sanitary products, disposable nappies or other unsuitable items shall be deposited into the drain. Any damage or blockage to waste pipes, drains, water closets, conveniences and water apparatus from misuse or negligence shall be borne by the Lot Owner whether caused by the Owner's actions or those of his servants, agents, licensees or invitees.

### **23. Behaviour of Invitees**

23.1 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.

23.2 An Owner or occupier of a Lot must compensate the Owners Corporation in respect to all damage to the Common Property or personal property vested in it caused by such Owner or occupier or invitees.

23.3 An Owner of a Lot which is the subject of an occupancy or licence agreement must take all reasonable steps, including any action available to him under any such occupancy or licence agreement, to ensure that any person or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws of the Strata Scheme.

23.4 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.

23.5 Where the Owners 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.

23.6 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.

23.7 Drones cannot be used anywhere within the resort without the approval of the Strata Committee. Any drone approved for use by the Strata Committee must comply with the Civil Aviation Authority Rules including not flying:

- (a) higher than 120 metres above ground level;
- (b) within 30 metres of any person;
- (c) above people at any height whatsoever;
- (d) in a way that is a hazard to another person, aircraft or property; and
- (e) near emergency situations.

23.8 Smoking is not permitted anywhere within the Strata Scheme including inside any Lot or inside any of the Common Property or corridors, gardens or recreational facility areas.

### **24. Notice of Defect**

An Owner or occupier of a Lot shall give the Strata 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 Strata 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 within the Strata Scheme as often as may be necessary.

## **25. Use of Lots**

25.1 The Tweed Shire Council has pursuant to DA02/1423 on 30/08/2002 approved Lots to be used as a 'tourist resort' which under the Tweed Local Environmental Plan 2014 provides tourist accommodation and on-site facilities to satisfy recreational, entertainment, dining and holiday needs of resident tourists. Any Lot that is let, shall only be let for short-term tourist accommodation;

25.2 Lot 214 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 provision of ancillary services to the caretaking/letting business (all of which services are referred to in the By-laws as of the Strata Scheme the "management and letting services"). The Caretaking Lot will manage the letting of Lots in the Strata Scheme, however Owners can lease their Lot personally, or by a licenced real estate agent for the purpose of short term tourist accommodation only.

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

25.4 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.

## **26. 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 of:

- (a) providing for the benefit of Owners and occupiers and the Common Property a 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, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and
- (d) 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.

## **27. 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 Owners Corporation shall not interfere with the operation of this facility.

## **28. Strata Committee may Engage**

The Strata Committee may engage 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 Owners Corporation.



## **29. Correspondence**

29.1 All complaints or applications to the Owner's Corporation or the Strata Committee shall be addressed in writing to the Secretary or the Owners Corporation or Caretaker;

29.2 An Owner or occupier of a Lot must direct all requests for consideration for any particular matter to the Strata Committee or the secretary or the Owners Corporation, and not to any other member of the Strata Committee;

29.3 Owners and occupiers of a Lot must communicate with the Strata Committee or other Owner of a Lot in a reasonable manner and not in any way which may become annoyance or a nuisance to any Strata Committee member or Owner;

29.4 All written and verbal communication should be courteous and not abusive or offensive.

## **30. 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 Strata Committee or of any statutory authority.

## **31. Copy of By-laws to be Produced Upon Request**

Where a Lot or Common Property is rented, otherwise than to an Owner of a Lot, the renter or, as the case may be, landlord must provide, or cause to be provided to the occupier a copy of the By-laws for the Strata Scheme in accordance with the Act.

## **32. Recovery of Costs**

The Tribunal may order the Owner, or other person(s), to pay a contribution that is payable by the Owner or other person(s) under the Act, that has not paid by the end of after one month after the amount becomes due and payable, together with any interest payable on the unpaid contribution and any reasonable expenses incurred by the Owners Corporation in recovering those amounts

## **33. Cable TV**

The Owner's Corporation and each Owner or occupier acknowledges 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, conduit, amplifiers and other 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:

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

## **34. Aerials**

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

### **35. 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.

### **36. Signs**

No sign or notice, including any "For Sale" sign shall be placed on the Common Property or on any Lot.

### **37. Power to Enter into Licence Agreements**

The Owners Corporation may grant a licence to an Owner or occupier of a Lot, or to another person to use the Common Property in a particular manner or for particular purposes if the Owners Corporation has approved the granting of the licence in accordance with the provisions of the Act.

### **38. Liquor Licence Deed**

The Owners 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.

### **39. Bulk Supply of Electricity, Water and other Utility Services**

39.1 The Owners 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 Owners Corporation may enter into an agreement with a Supplier on terms decided by the Strata Committee, or if the agreement is outside of the scope of the Strata Committee's authority, the Owners Corporation.

39.2 The Owners 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").

39.3 Subject to By-law 39.19, the Owners Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to Owners and occupiers.

39.4 The Owners 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.

39.5 Subject to this By-law, Owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owners 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 Owners Corporation.

39.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owners 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 Owners Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owners Corporation to Consumers.

39.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owners 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 Owners Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-law.

39.8 Upon request by a Consumer, the Owners Corporation shall provide one copy of the Terms of Supply to a Consumer.

39.9 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.

39.10 Subject to By-law 39.19, the Owners 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-law 32 applies to such payments.

39.11 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, and
- (c) The Consumer does not pay for the supply of the Utility Service by the due date.

39.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Strata Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Strata 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.

39.13 The Strata 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.

39.14 The Owners 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.

39.15 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 Owners Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations in accordance with By-law 14.

39.16 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.

39.17 The Owners 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.

39.18 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 Owners Corporation.

39.19 If an Owner has a current agreement with the Letting Agent in respect of the letting of the Lot by the Letting Agent, then the 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 all Lots and which costs are included in the contributions levied by the Owners Corporation.

39.20 Any account delivered by the Owners Corporation to an individual Lot owner under By-law 39.19 (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.

#### **40. Exclusive Use - Car Parking Areas**

40.1 An Owner or occupier of a Lot shall have the right to use the basement area of the resort for the purpose of car parking. An Owner or occupier must park within an allocated single car-space and not cause damage to the common property when parking. The cost of repairing any damage, if it occurs, must be paid for by the Owner or occupier.

40.2 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.

40.3 The Strata 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 concerned.

#### **41. Exclusive Use - Storage Areas**

41.1 An Owner or occupier of a Lot must apply to lease one or more of the storage cages located in the basement area of the building.

41.2 Where an Owner has exclusive use of a storage cage under this By-law, then the Owner shall not litter the area and shall keep it clean and tidy and shall be liable to repair any damage caused by the Owner or occupier of the cage. By-law 11 shall also apply.

#### **42. Special Privileges**

42.1 An 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 "B".

42.2 An 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.

42.3 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.

<b>First Column – Lot</b>	<b>Second Column – Area</b>	<b>Third Column – Purpose for which area may be used</b>	<b>Forth Column – Obligation of Owner / Occupier to Maintain</b>
Lot 214	Area SP1 shown on Plan "B"	Uses associated with functions including temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP2 shown on Plan "B"	Erection and maintenance of a concierge desk, bell desk and temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP3 shown on Plan "B"	Erection and maintenance of a concierge desk, bell desk and sales desk, and for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP4 shown on Plan "B"	Uses associated with functions including temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area

Lot 214	Area SP5 shown on Plan "B"	To use toilet facilities when area SP4 being used by the Owner and occupier that has the special privilege of area SP4 including temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
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**PLAN "B"**

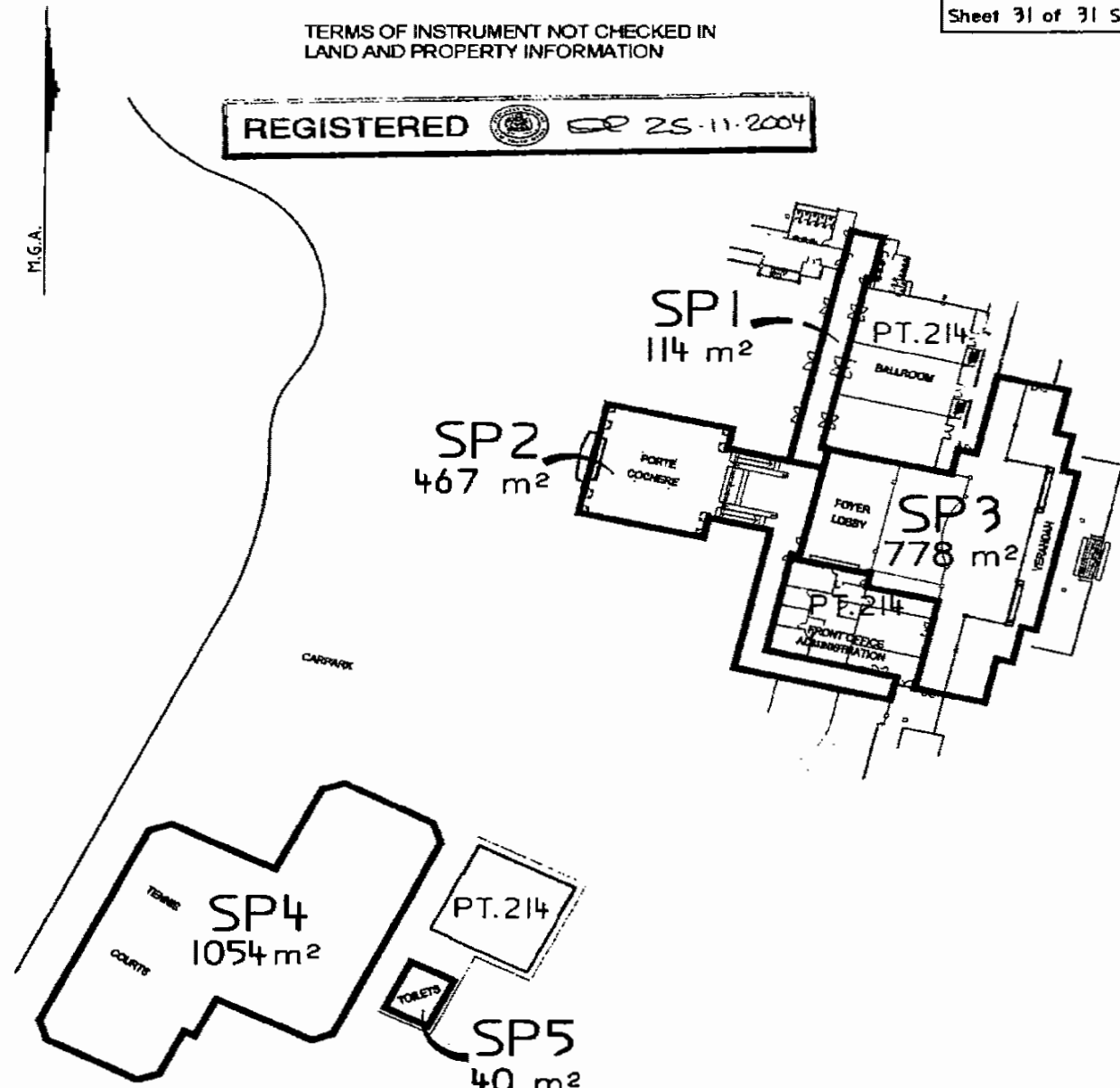
**Special Privilege Areas**

**SP 73 905**

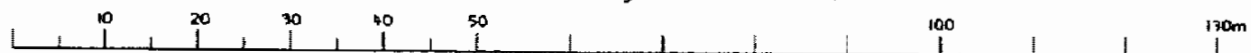
Sheet 31 of 31 Sheets

TERMS OF INSTRUMENT NOT CHECKED IN  
 LAND AND PROPERTY INFORMATION

**REGISTERED**  **25-11-2004**



Scale 1 : 750 – Lengths are in Metres



I, **GEOFFREY JAMES THOLLSON**,  
 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. Thollson*  
 Date... **4/11/2004**

DATE	27/10/2004
JOB NO	8145
AUTOCAD	8145-24B
GEOCOMP	
SURVEYED	RC
CHECKED	<i>GT</i>
QT	<i>GT</i>
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	<b>1:750</b>

Title **Plan of Special Privilege Areas on Ground Floor  
 Level in the Common Property in SP**



3rd Level, 50 Cecil Avenue  
 Surfers Paradise  
 QLD Australia 4217  
 Telephone 07 5538 8244  
 Facsimile 07 5538 8117

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

Email [admin@michelservices.com.au](mailto:admin@michelservices.com.au)  
 Web Site [www.michelservices.com.au](http://www.michelservices.com.au)

Sheet	of	Reference #
<b>1</b>	<b>1</b>	<b>8145-24B</b>

### **43. Special Privilege for Caretaking / Letting Agent**

43.1 An Owner from time to time of Lot 214 ("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") and other uses associated with functions including temporary use for conferences, displays and other associated events. 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.

43.2 An 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 Strata 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 Strata Committee, acting reasonably.

43.3 These By-law's do not prevent:

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

43.4 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 43.2 properly maintained and in a state of good and serviceable repair.

43.5 The Owner for the time being of the Caretakers unit acknowledges and agrees that it shall be responsible for the cost of any repairs or maintenance, including cleaning associated with uses granted by the Special Privileges.

43.6 If any other person using this area, with or without the consent of the Owner of the Caretakers unit, damages, deposits rubbish, or soils the area, then that person will be responsible for the costs of repair or maintenance, as the case may be.

### **44. Strata Management Statement**

44.1 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.

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

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

44.4 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.

44.5 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.

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



## **45. Definitions**

"**Act**" means the *Strata Schemes Management Act 2015*.

"**Building**" means the building situated at Salt Village, 9 Gunnamatta Avenue, Kingscliff, NSW, 2487.

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

"**Common Property**" means so much of the parcel from time to time not compromised in any Lot.

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

"**Owner's Corporation**" means the Owner's Corporation - Strata Plan No 73905.

"**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.

## **46. Special privileges - Gymnasium**

46.1 The owner or occupier of Lot 214 has special privileges in respect of the area of common property identified on the sketch plan attached as plan "C".

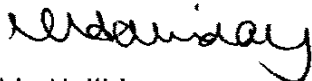
46.2 The Owners Corporation must not change the use of such area subject to the special privilege form a gymnasium/recreation area without the written consent of the owner of Lot 214.



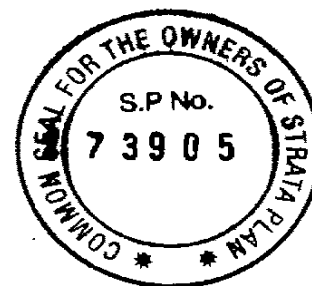
#### **47. Electronic delivery of notices**

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

The seal of The Owners – Strata Plan No. 73905  
was affixed on 01 July 2020  
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



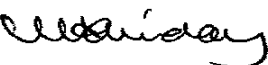
**Approved Form 10**  
**Certificate re Initial Period**

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. 73905  
was affixed on 01 July 2020  
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

