

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>LS Properties</b> <b>PO Box 90, Bogangar NSW 2488</b> <b>Email: leanne@lsproperties.com.au</b>	<b>Phone: 0408 337 122</b> <b>Ref: Leanne</b>
co-agent		
vendor		
vendor's solicitor	<b>NP Conveyancing</b> <b>Shops 4 &amp; 5/5 Coronation Avenue, Pottsville NSW 2489</b> <b>PO Box 108, Pottsville NSW 2489</b> <b>Email: casey@npconveyancing.com.au</b>	<b>Phone: 02 6676 0407</b> <b>Ref: CA:AC:24149</b>
date for completion	<b>30 days after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>316/9-13 Dianella Drive, Casuarina NSW 2487</b> <b>Lot 90 in Strata Plan 77971</b> <b>Folio Identifier 90/SP77971</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

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

**SIGNING PAGE**

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

## Choices

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

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

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

### **GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off-the-plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Strata Central  
 PO Box 629, Bondi Junction NSW 1355  
 Email: enquiries@stratacentral.com.au  
 Tel: 02 8036 5518

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.



- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

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

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

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

**18 Possession before completion**

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

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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

### • Notices, certificates and inspections

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

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.



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

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

## 28 Unregistered plan

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

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

## 29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 30 Electronic transaction

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

30.1.1 this contract says that it is an *electronic transaction*;

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

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

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

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

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

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

30.3.1 each *party* must –

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

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

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

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

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

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

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

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

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

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

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

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

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
  - 30.6.2 create and populate an *electronic transfer*;
  - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and populate an *electronic transfer*;
  - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
  - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

**SPECIAL CONDITIONS**  
**CONTRACT FOR SALE AND PURCHASE OF LAND**

**BETWEEN:**

(Vendor/s)

**AND:**

Purchaser/s)

**Property: 316/9-13 Dianella Drive, Casuarina NSW 2487**

In the event of a conflict between these special conditions and the standard clauses contained in the printed contract then these special conditions shall prevail.

**1. Amendments to the printed clauses of Contract**

Notwithstanding any other provision in this Contract the printed form of Contract is amended as follows:

- a) Clause 29.2 delete 42 days and insert 30 days.
- b) Clauses 29.7.3 delete 21 days and insert 14 days.
- c) Clause 29.8.3 delete 21 days and insert 14 days.

**2. Claims by Purchaser**

- a) Clause 7.1.1 delete 5% of the price and replace with \$500.00.
- b) Notwithstanding Clauses 6 and 7, the parties agree that any claim for compensation and/or objection by the Purchaser shall be deemed to be a requisition for the purpose of Clause 8 and the vendor shall be entitled to rescind the contract.

**3. Contract**

It is hereby agreed and declared that:

- a) The agreements, provisions, terms and conditions contained in this Contract comprise the whole of the agreement between the parties who expressly agree and declare that no further or other agreements, provisions, terms or conditions exist or apply; and
- b) The purchaser has not entered into this agreement as a result of any statement, inducement or representation, oral or written, by the vendor or anyone on its behalf, other than as set forth in this agreement and has made all such enquiries and investigations as the purchaser deems appropriate.

**4. Notice to Complete**

In the event of either party failing to complete this contract on the completion date shown on the front page of this Contract then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If such notice is issued by the vendor the purchaser is required to pay the sum of \$275.00 (inclusive of GST), to the vendor on settlement being fees associated with issuing the notice.

**5. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them prior to completion:

- (a) die or become mentally ill, as defined in the *Mental Health Act 2007*, then either party may rescind this agreement by written notice and this Contract will be at an end and the provisions of Clause 19 shall apply:
- (b) become bankrupt, or being a company have a summon or application for its winding up presented or have a liquidator, receiver or voluntary administrator of it appointed, or enter into a deed of company arrangement or scheme of company arrangement or scheme of arrangement with its creditors, then that party will be deemed to be in default under this Contract.

**6. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

**7. Late completion**

Notwithstanding any other printed clause contained in this Contract, should completion of this Contract not take place by the completion date shown on the front page of this contract, otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 9% per annum calculated daily on the balance of the purchase price and any other monies owing pursuant to this contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The purchaser hereby acknowledges that interest at the rate of 9% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

**8. Agent**

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

**9. Inclusions**

The vendor discloses and the purchaser acknowledges and agrees that the vendor gives no warranty as to the state of repair, condition or fitness for purpose of any item listed in the inclusions.

**10. Vendor to become registered proprietor.**

The parties agree that on or before completion of this matter the vendor (Bryson Swan) shall become the sole registered proprietor of this property by way of registration of a Notice of Death.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of the matter covered by this special condition.

**11. Electronic Communication**

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.

Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their representative to the other party or the other party's representative shall constitute a valid and binding execution of this Contract by such party or parties.

- b) For the purpose of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)* each of the parties consents to receiving and sending the Contract electronically and the receipt by each party of the electronic form of Contract shall be sufficient for the completion of exchange of Contracts.

**12. Requisitions**

The purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5.1 hereof shall be in the form of the requisitions on title that are annexed to this contract.

## REQUISITIONS ON TITLE

Purchaser:

Vendor: Bryson Edward Swan and Susan Jill Swan

Property: 316/9-13 Dianella Drive, Casuarina NSW 2487

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

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

### All properties

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

### If strata/community title

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





FOLIO: 90/SP77971

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/4/2024	1:57 PM	4	11/1/2012

LAND

-----

LOT 90 IN STRATA PLAN 77971  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

BRYSON EDWARD SWAN  
SUSAN JILL SWAN  
AS JOINT TENANTS (T AG732088)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77971

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 24/4/2024

\* 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.



FOLIO: CP/SP77971

SEARCH DATE	TIME	EDITION NO	DATE
1/2/2024	10:27 AM	4	17/5/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77971  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM SP77971

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 77971  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATA CENTRAL PTY LTD  
PO BOX 629  
BONDI JUNCTION  
NSW 1355

SECOND SCHEDULE (6 NOTIFICATIONS)

- LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- DP1048494 EASEMENT FOR DRAINAGE OF SEWAGE 3,32,36 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S. 88B INSTRUMENT
- DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- AM543428 INITIAL PERIOD EXPIRED
- AP597837 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 4216)

STRATA PLAN 77971

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	55	2	34	3	34	4	34
5	34	6	34	7	34	8	34
9	33	10	33	11	33	12	33
13	33	14	33	15	33	16	33
17	33	18	60	19	32	20	32
21	32	22	32	23	32	24	32

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 4216) (CONTINUED)

STRATA PLAN 77971

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 32	26	- 36	27	- 35	28	- 35
29	- 35	30	- 35	31	- 34	32	- 48
33	- 46	34	- 48	35	- 33	36	- 47
37	- 47	38	- 45	39	- 35	40	- 35
41	- 46	42	- 46	43	- 35	44	- 35
45	- 45	46	- 45	47	- 35	48	- 36
49	- 36	50	- 36	51	- 35	52	- 35
53	- 42	54	- 33	55	- 33	56	- 33
57	- 33	58	- 32	59	- 32	60	- 32
61	- 32	62	- 32	63	- 32	64	- 32
65	- 32	66	- 32	67	- 32	68	- 32
69	- 32	70	- 32	71	- 32	72	- 31
73	- 44	74	- 31	75	- 49	76	- 34
77	- 47	78	- 47	79	- 47	80	- 34
81	- 34	82	- 45	83	- 45	84	- 33
85	- 33	86	- 44	87	- 44	88	- 33
89	- 33	90	- 33	91	- 33	92	- 33
93	- 33	94	- 43	95	- 33	96	- 33
97	- 33	98	- 33	99	- 32	100	- 32
101	- 32	102	- 32	103	- 32	104	- 32
105	- 32	106	- 32	107	- 32	108	- 33
109	- 33	110	- 33	111	- 32	112	- 33
113	- 32	114	- 47	115	- 115		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

**STRATA PLAN FORM 1**

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

**STRATA CERTIFICATE**

**Name of Council:** ACCREDITED CERTIFIER: **GORDON (A) DEN**  
 being satisfied that the requirements of the  
 Strata Schemes (Freehold Development) Act 1973  
 Strata Schemes (Leasehold Development) Act 1978  
 have been met and will, approves of the proposed  
 strata plan

Illustrated in this certificate:  
 • The proposed development is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.  
 • The Council, having considered the proposed development, is satisfied that the plan gives effect to the slope of the strata development contract to which it relates.  
 • The Council does not object to the encroachment of the building beyond the alignment.  
 • The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.  
 • This approval is given on the condition that the use of lot(s) (being utility lot/s designed to be used primarily for the storage or accommodation of goods, motor vehicles or boats and not for human habitation) shall be limited to the use of the lot/s for the purposes of the approved occupier of a lot or proposed lot (including such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 48 of the Strata Schemes (Leasehold Development) Act 1978.  
 • Section 21, No. 2006  
 Subdivision No. X-934.

Accreditation No.: **SOA-003** (87-8-204)  
 Relevant Development Consent No.: **18/08/2004**  
 Issued by: **DAIRY** SEE SIGNATURES FORM  
 Authorised Person/General Manager/ Accredited Certifier

\* Complete, or delete if applicable.

**SURVEYOR'S CERTIFICATE**

I, **GEORGE JAMES THOMPSON**,  
 of **MICHEL GROUP SERVICES PTY. LTD.**,  
 a surveyor registered under the Surveyors Act 2002, hereby certify that:  
 (1) each applicable requirement of "Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1978 has been met";  
 (2) I do not believe any other information is available which would lead to a belief that the building or the strata scheme is not in compliance with the requirements of the Act;  
 (3) the survey information recorded in the accompanying location plan is accurate.  
 SEE SIGNATURES FORM  
 Signed: **6/11/2006**  
 Date: **6/11/2006**  
 \* Delete if applicable.  
 \* Strata certificate validity or plan, and quota registered number.  
 THIS IS SHEET 1 OF MY PLAN IN 18 SHEETS.

\* Delete if applicable.  
 \* Strata certificate validity or plan, and quota registered number.  
 THIS IS SHEET 1 OF MY PLAN IN 18 SHEETS.

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	TOTAL
1	55	24	32	47	35	70	32	93	33	93	33	93	33	93	33	4216
2	34	25	32	48	36	71	32	94	43	94	43	94	43	94	43	
3	34	26	36	49	36	72	31	95	33	95	33	95	33	95	33	
4	34	27	35	50	36	73	44	96	33	96	33	96	33	96	33	
5	34	28	35	51	35	74	31	97	33	97	33	97	33	97	33	
6	34	29	35	52	35	75	49	98	33	98	33	98	33	98	33	
7	34	30	30	53	35	76	34	99	32	99	32	99	32	99	32	
8	34	31	31	54	34	77	34	100	32	100	32	100	32	100	32	
9	33	32	48	55	33	78	47	101	32	101	32	101	32	101	32	
10	33	33	46	56	33	79	47	102	32	102	32	102	32	102	32	
11	33	34	48	57	33	80	34	103	32	103	32	103	32	103	32	
12	33	35	48	58	33	81	34	104	32	104	32	104	32	104	32	
13	33	36	47	59	32	82	45	105	32	105	32	105	32	105	32	
14	33	37	47	60	32	83	45	106	32	106	32	106	32	106	32	
15	33	38	45	61	32	84	33	107	32	107	32	107	32	107	32	
16	33	39	35	62	32	85	33	108	33	108	33	108	33	108	33	
17	33	40	35	63	32	86	44	109	33	109	33	109	33	109	33	
18	60	41	46	64	32	87	44	110	33	110	33	110	33	110	33	
19	32	42	46	65	32	88	44	111	32	111	32	111	32	111	32	
20	32	43	35	66	32	89	33	112	32	112	32	112	32	112	32	
21	32	44	35	67	32	90	33	113	32	113	32	113	32	113	32	
22	32	44	35	68	32	91	33	114	32	114	32	114	32	114	32	
23	32	45	45	69	32	92	33	115	32	115	32	115	32	115	32	

**PLAN OF SUBDIVISION OF LOT 224 IN DP1048494**

**LGA: TWEED** Suburb/Locality: **KINGSCLIFF**

**Parish: CUDGEN** County: **ROUS**

Name of, and address for owners of lot(s) on, the strata plan:  
 THE OWNERS  
 STRATA PLAN NO: 77971  
 C/- STEWART SILVER KING & BURNS PTY. LTD.  
 P.O. BOX 1606  
 KINGSCLIFF N.S.W. 2487

**SP77971**

Registered: 5.12.2006

Purpose: STRATA PLAN

Ref. Map: X54 67-7

Last Plan: DP1048494

**FOR LOCATION PLAN SEE SHEET 2**

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

**FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM.**

SURVEYOR'S REFERENCE: 8885-1C

STRATA PLAN FORM 2

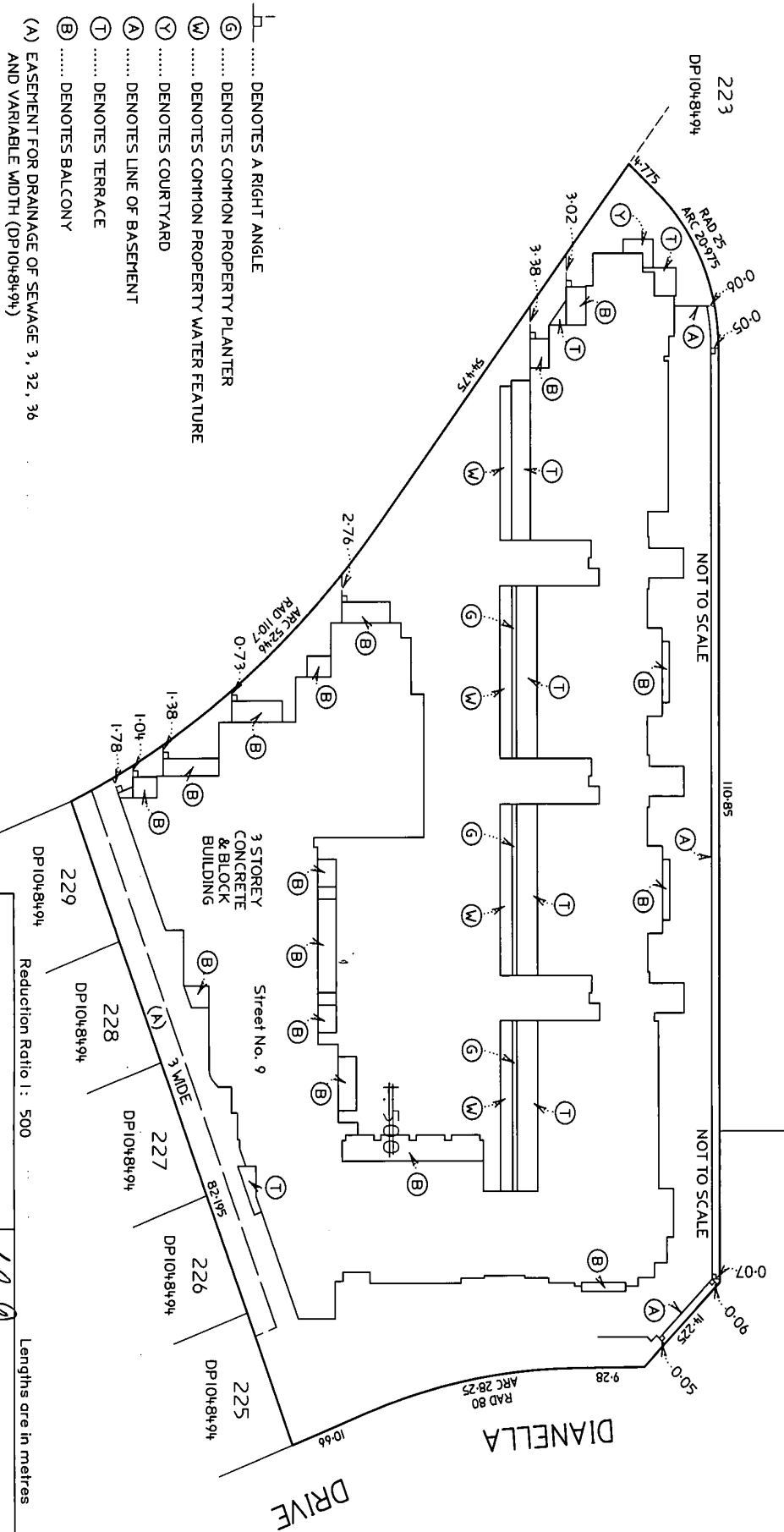
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 18 Sheets

LOCATION PLAN

SP77971

CASUARINA WAY



- (G) ..... DENOTES A RIGHT ANGLE
- (G) ..... DENOTES COMMON PROPERTY PLANTER
- (M) ..... DENOTES COMMON PROPERTY WATER FEATURE
- (Y) ..... DENOTES COURTYARD
- (A) ..... DENOTES LINE OF BASEMENT
- (T) ..... DENOTES TERRACE
- (B) ..... DENOTES BALCONY
- (A) EASEMENT FOR DRAINAGE OF SEWAGE 3, 32, 36 AND VARIABLE WIDTH (DP1048494)

Reduction Ratio: 1: 500  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 Authorised Person/General Manager/Accredited Certifier  
 SURVEYOR'S REFERENCE: 8683-1C

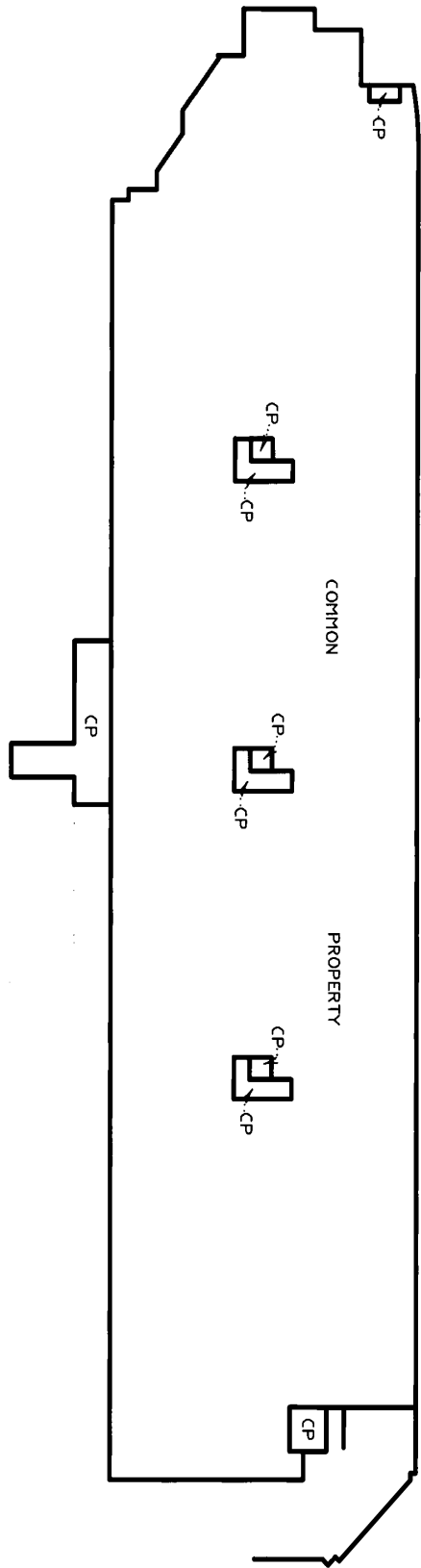
STRATA PLAN FORM 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 18 Sheets

BASEMENT PLAN

M.G.A.



CP ..... DENOTES COMMON PROPERTY

Reduction Ratio 1 : 400  
SEE SIGNATURES FORM  
Registered Surveyor

Lengths are in metres  
SEE SIGNATURES FORM  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8684/IC

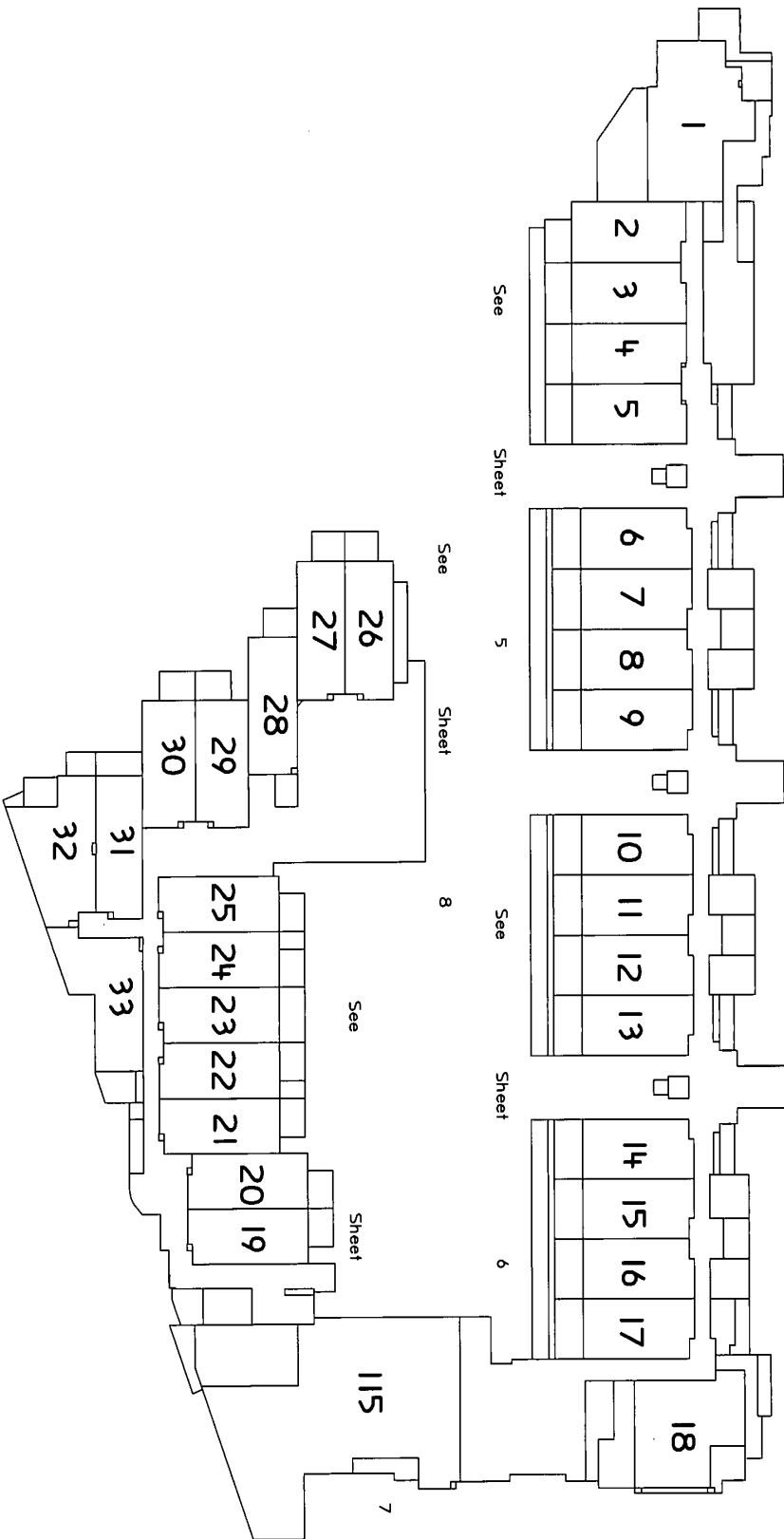
SP77971

STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 18 Sheets

GROUND FLOOR PLAN



Reduction Ratio : 400

Lengths are in metres

SEE SIGNATURES FORM  
Registered Surveyor  
SEE SIGNATURES FORM  
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 8685-1C

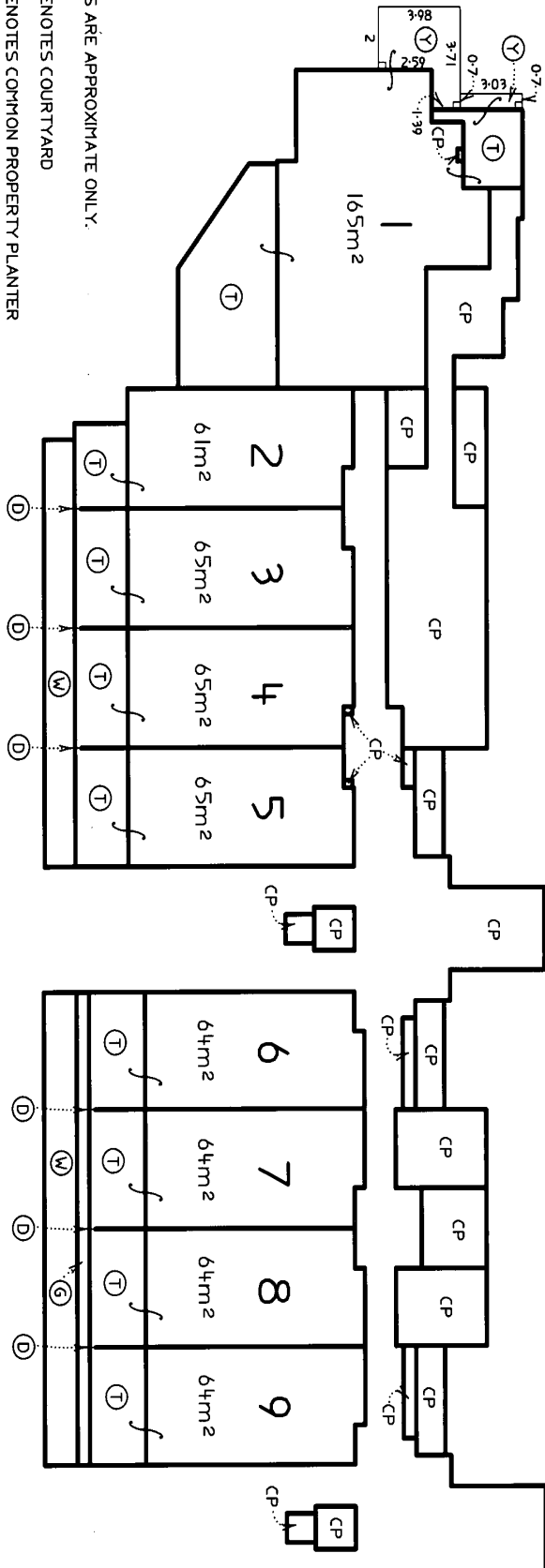
SP77971

STRATA PLAN FORM 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 18 Sheets

GROUND FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY.

- Y ..... DENOTES COURTYARD
- G ..... DENOTES COMMON PROPERTY PLANTER
- W ..... DENOTES COMMON PROPERTY WATER FEATURE
- D ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF TERRACE.
- CP ..... DENOTES COMMON PROPERTY
- T ..... DENOTES TERRACE

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED OR TIMBER FLOOR.  
 THE STRATUM OF THE COURTYARD EXTENDS BETWEEN 3 METERS BELOW AND 2.5 METERS ABOVE THE UPPER SURFACE OF THE TILED FLOOR OF THE UNIT IMMEDIATELY ADJOINING EXCEPT WHERE COVERED.

M.G.A.

Reduction Ratio 1: 200

Lengths are in metres .....

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 8085-1C

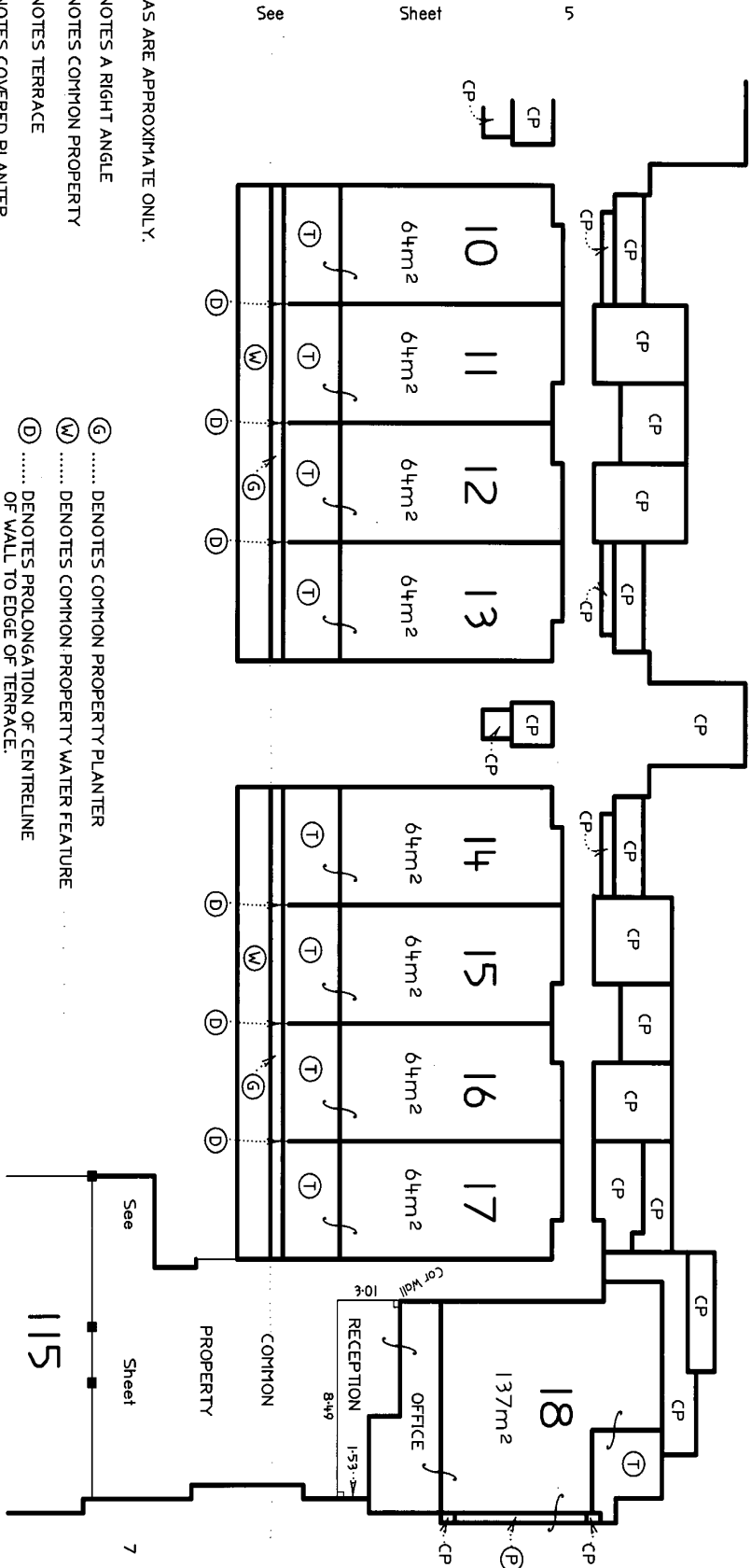
See Sheet 6

SP77971



GROUND FLOOR PLAN

SP77971



FLOOR AREAS ARE APPROXIMATE ONLY.

- └..... DENOTES A RIGHT ANGLE
- CP ..... DENOTES COMMON PROPERTY
- Ⓣ ..... DENOTES TERRACE
- Ⓟ ..... DENOTES COVERED PLANTER
- Ⓞ ..... DENOTES COMMON PROPERTY PLANTER
- Ⓜ ..... DENOTES COMMON PROPERTY WATER FEATURE
- Ⓧ ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF TERRACE.

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio : 200

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 86857C

STRATA PLAN FORM 2

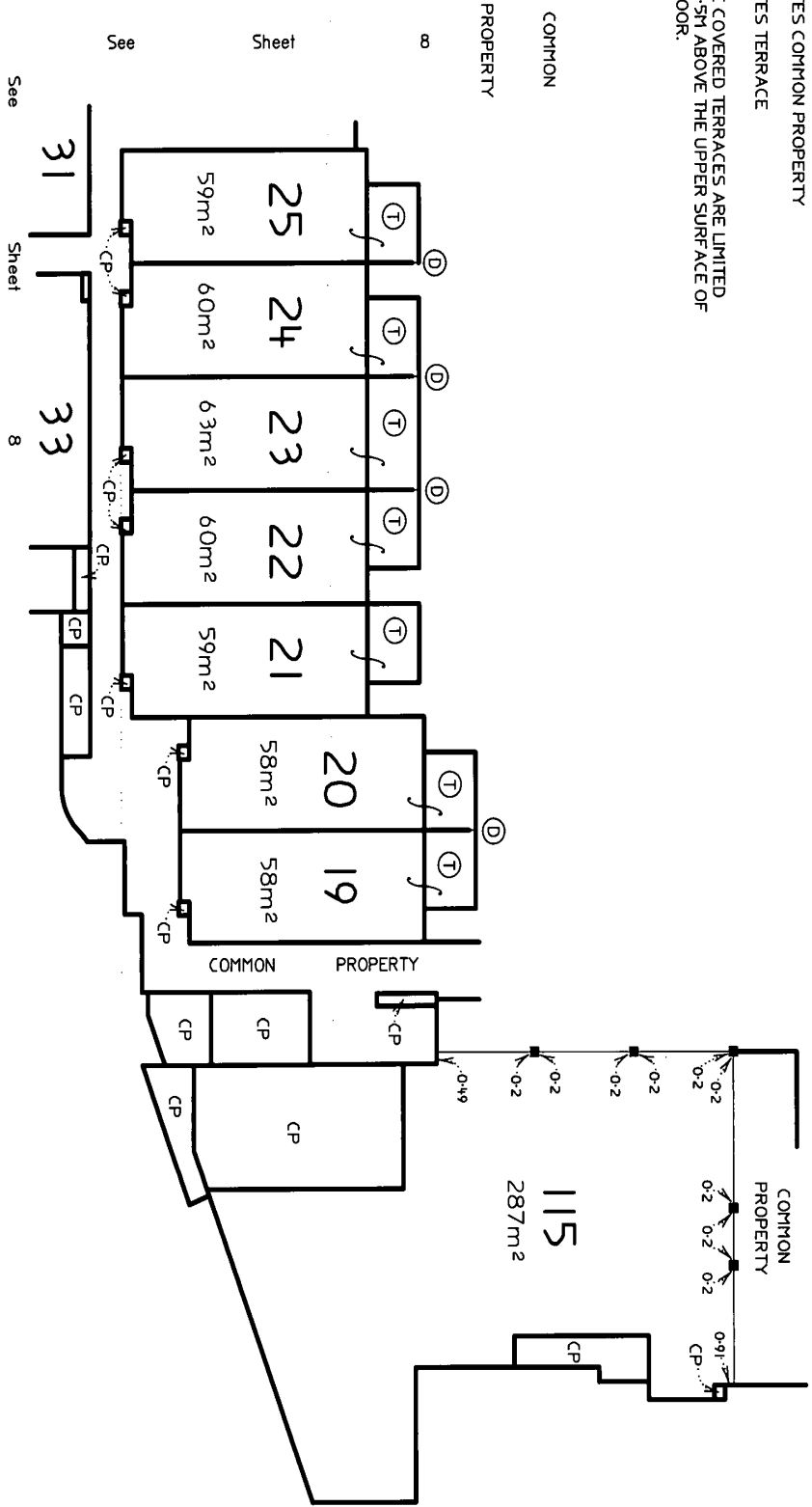
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 18 Sheets

GROUND FLOOR PLAN

FLOOR AREAS ARE APPROXIMATE ONLY.

- Ⓧ DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF TERRACE.
  - CP ..... DENOTES COMMON PROPERTY
  - Ⓣ ..... DENOTES TERRACE
- EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.



Reduction Ratio: 1: 200  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier  
 SURVEYOR'S REFERENCE: 8485-1C

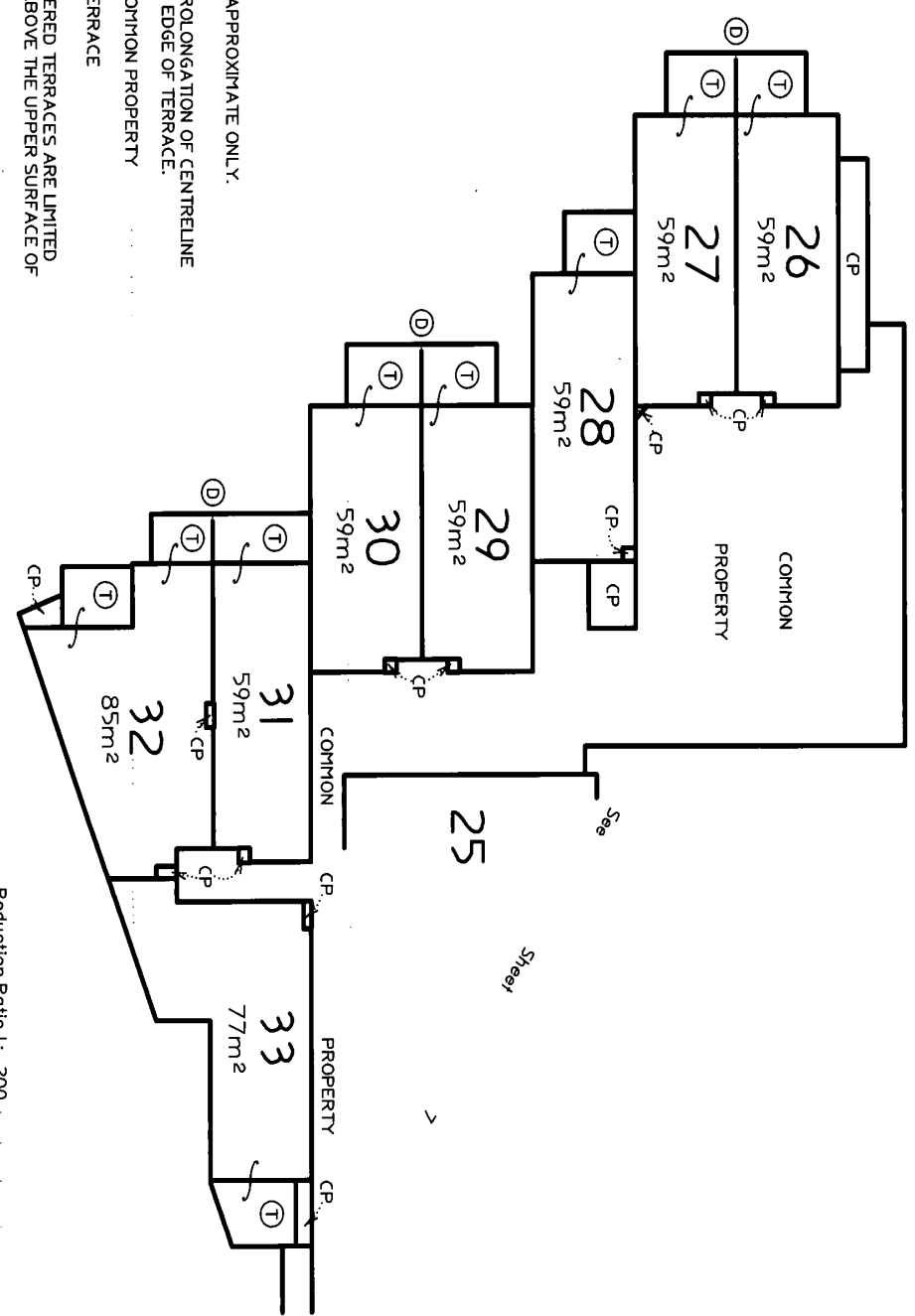
SP77971

STRATA PLAN FORM 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 18 Sheets

GROUND FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY.  
 (D) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF TERRACE.  
 CP ..... DENOTES COMMON PROPERTY  
 (T) ..... DENOTES TERRACE  
 EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio 1: 200  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 8885/1C  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

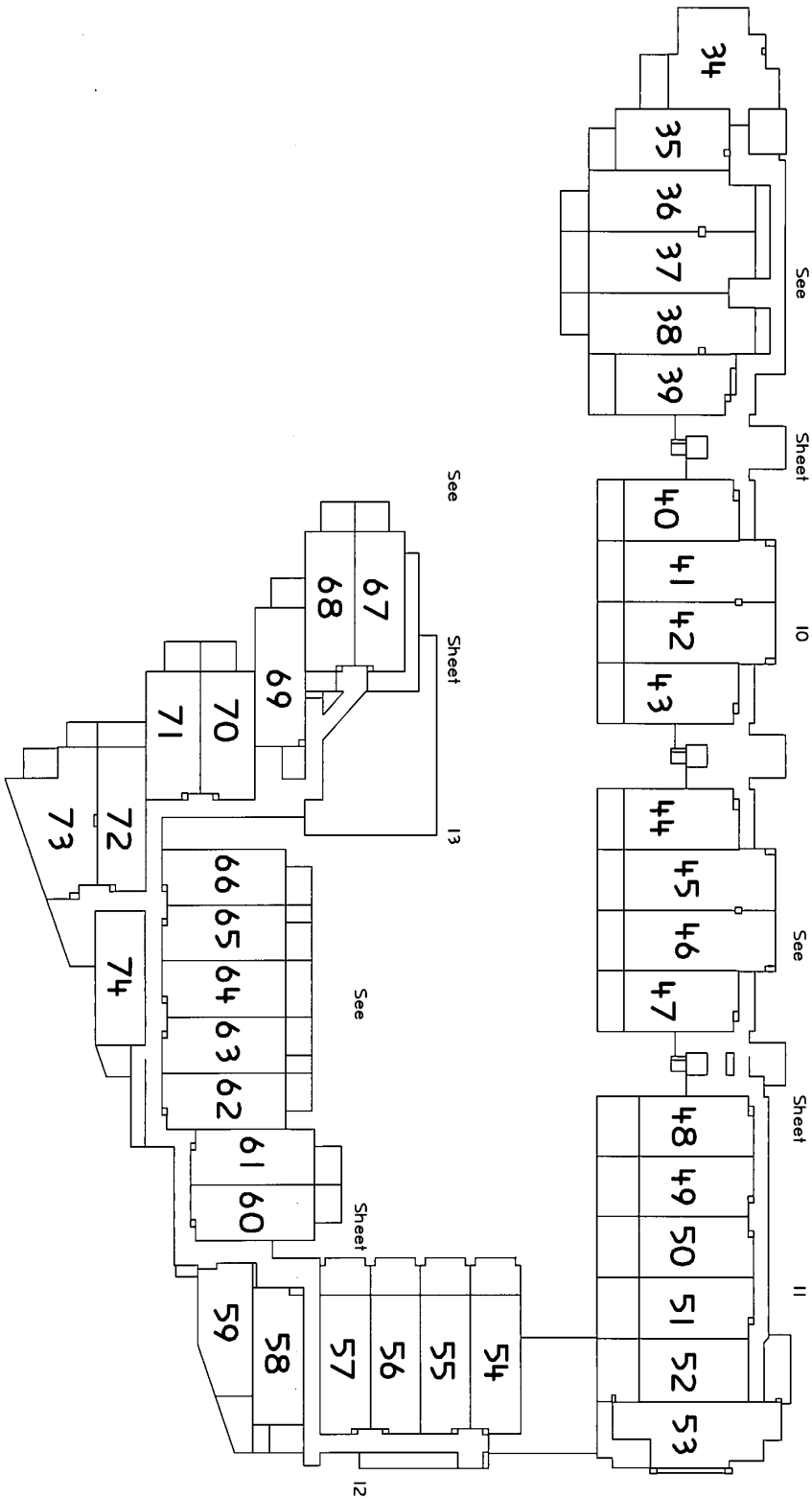
SP77971

STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 18 Sheets

# FIRST FLOOR PLAN



SP77971

Reduction Ratio : 400

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

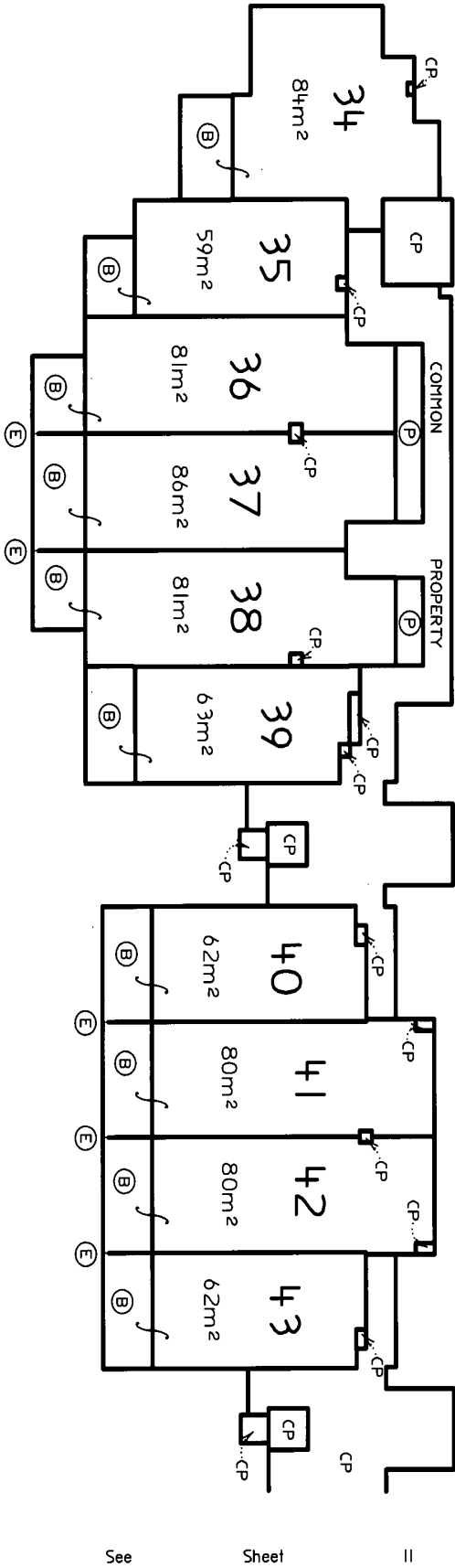
SURVEYOR'S REFERENCE: 8686-IC

STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 18 Sheets

FIRST FLOOR PLAN



- FLOOR AREAS ARE APPROXIMATE ONLY.
- (E) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.
  - (P) ..... DENOTES COMMON PROPERTY PLANTER
  - CP ..... DENOTES COMMON PROPERTY
  - (B) ..... DENOTES BALCONY
- EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio : : 200  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Authorised Person /General Manager /Accredited Certifier

SURVEYOR'S REFERENCE: B685-1C

SP77971

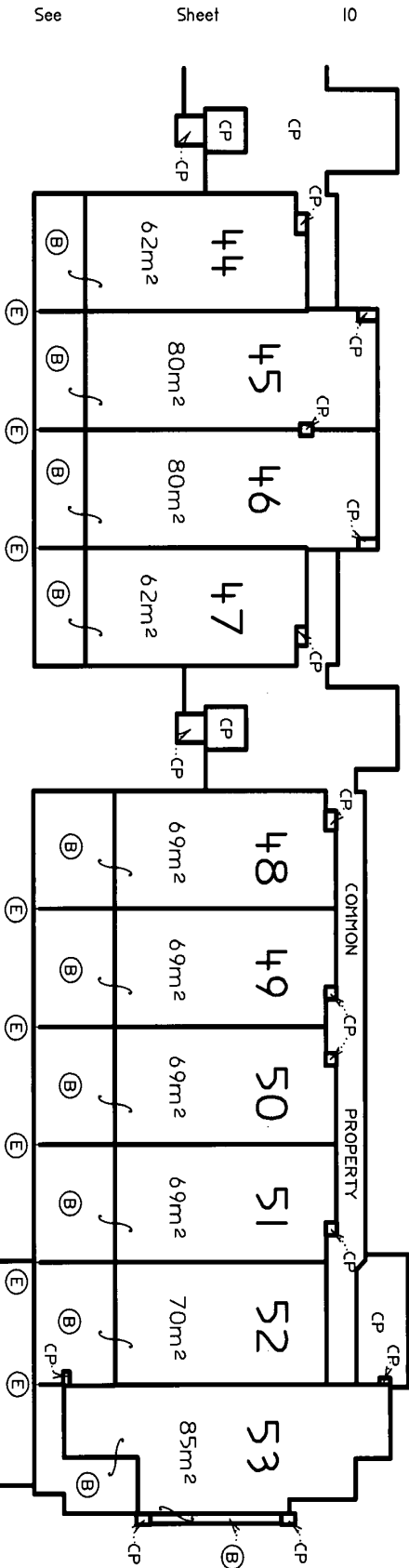
STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 18 Sheets

FIRST FLOOR PLAN

SP77971



FLOOR AREAS ARE APPROXIMATE ONLY.

- Ⓔ ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY/~~AND COMMON PROPERTY~~
- Ⓜ ..... DENOTES VOID COMMON PROPERTY
- CP ..... DENOTES COMMON PROPERTY
- Ⓑ ..... DENOTES BALCONY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio 1 : 200  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier  
 SURVEYOR'S REFERENCE: 8085-1C

Lengths are in metres

See Sheet 12

STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

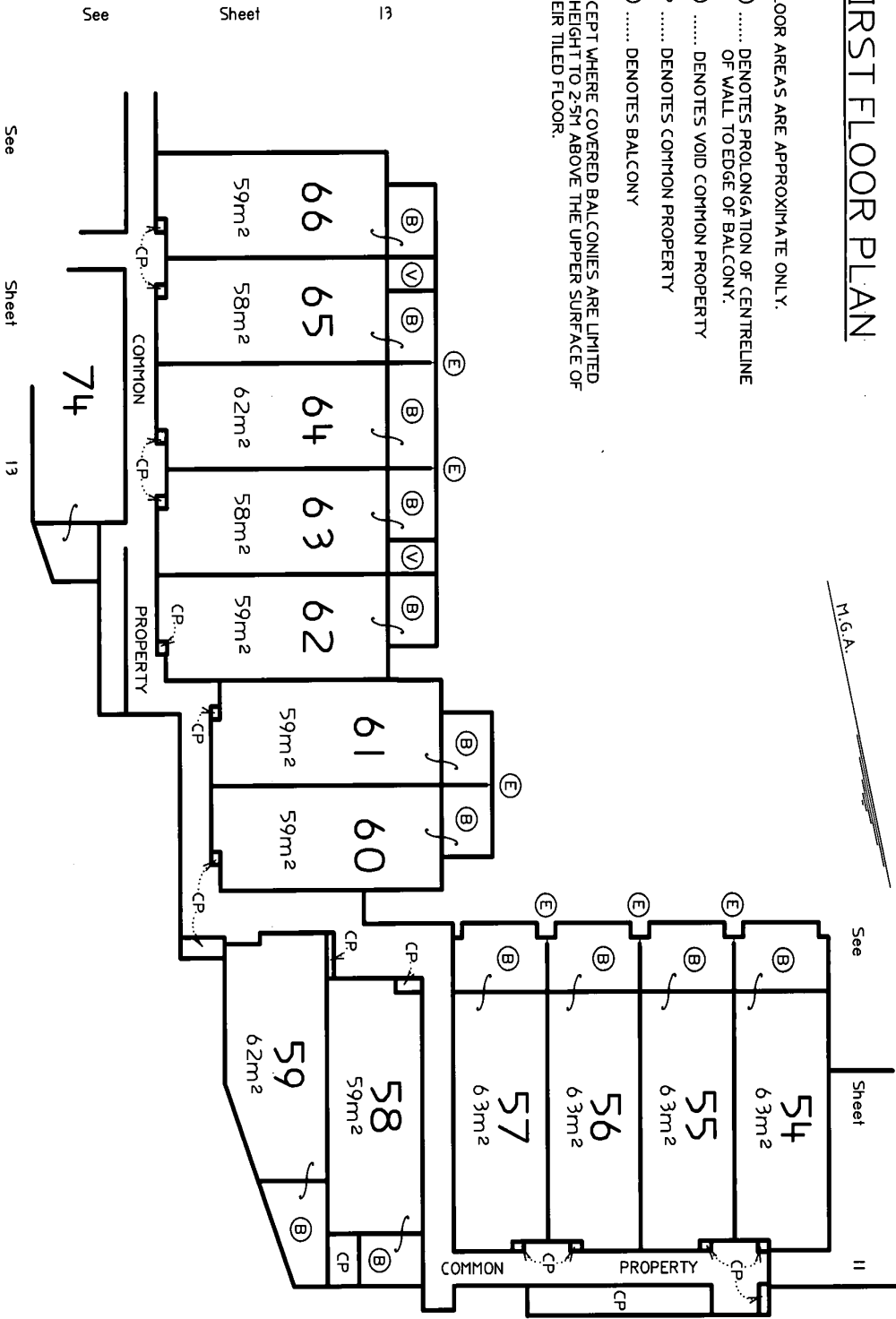
Sheet No. 12 of 18 Sheets

FIRST FLOOR PLAN

FLOOR AREAS ARE APPROXIMATE ONLY.

- Ⓔ ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.
- Ⓥ ..... DENOTES VOID COMMON PROPERTY
- CP ..... DENOTES COMMON PROPERTY
- Ⓑ ..... DENOTES BALCONY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.



Reduction Ratio 1 : 200  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 Authorised Person/General Manager/Accredited Certifier  
 SURVEYOR'S REFERENCE: 8085-1C

SP77971

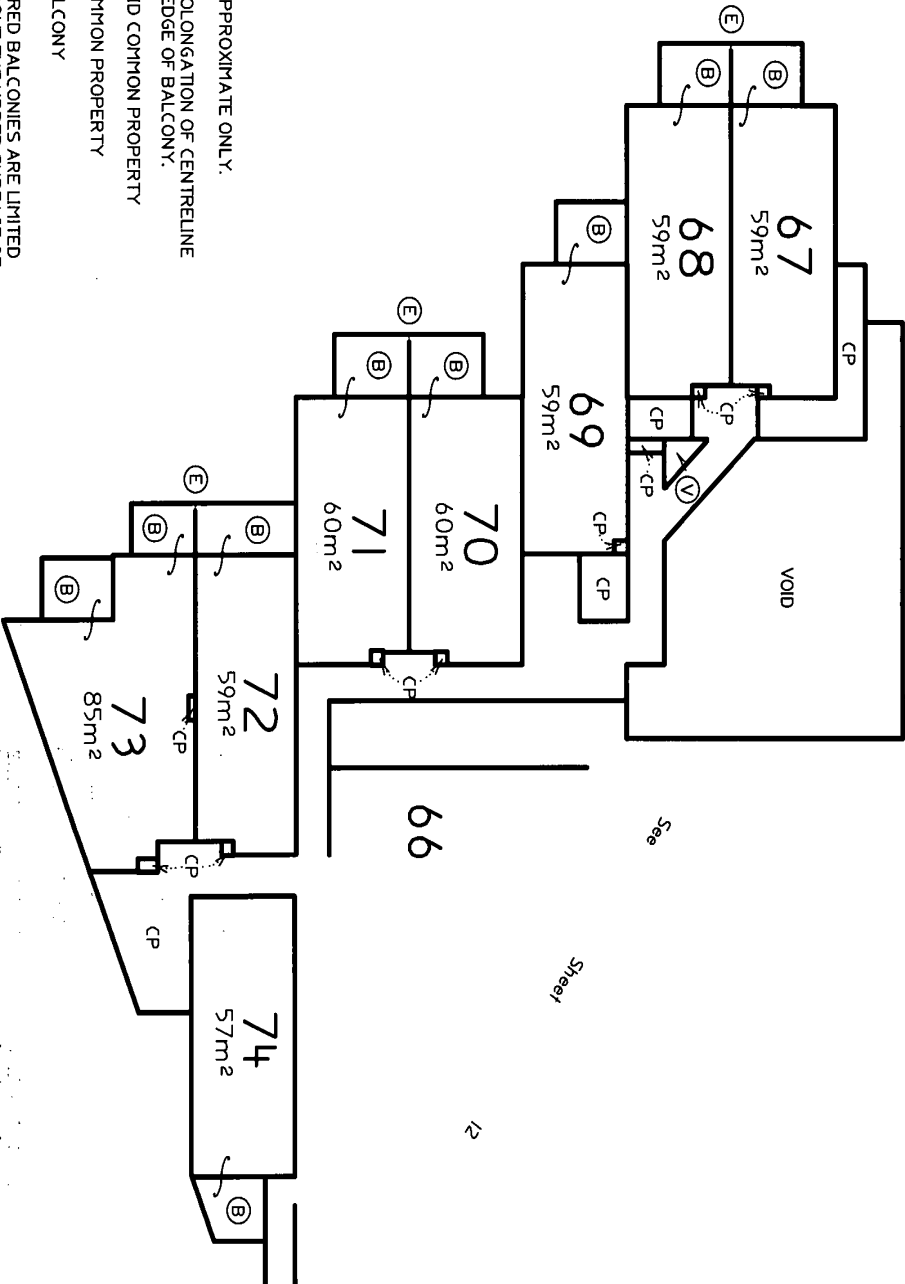
STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 18 Sheets

FIRST FLOOR PLAN

SP77971



- FLOOR AREAS ARE APPROXIMATE ONLY.
- (E) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.
  - (V) ..... DENOTES VOID COMMON PROPERTY
  - CP ..... DENOTES COMMON PROPERTY
  - (B) ..... DENOTES BALCONY
- EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

SEE SIGNATURES FORM  
 Registered Surveyor

SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

Reduction Ratio 1: 200

lengths are in metres

SURVEYOR'S REFERENCE: 8685-1C

N.S.A.

See

Sheef

12



STRATA PLAN FORM 2

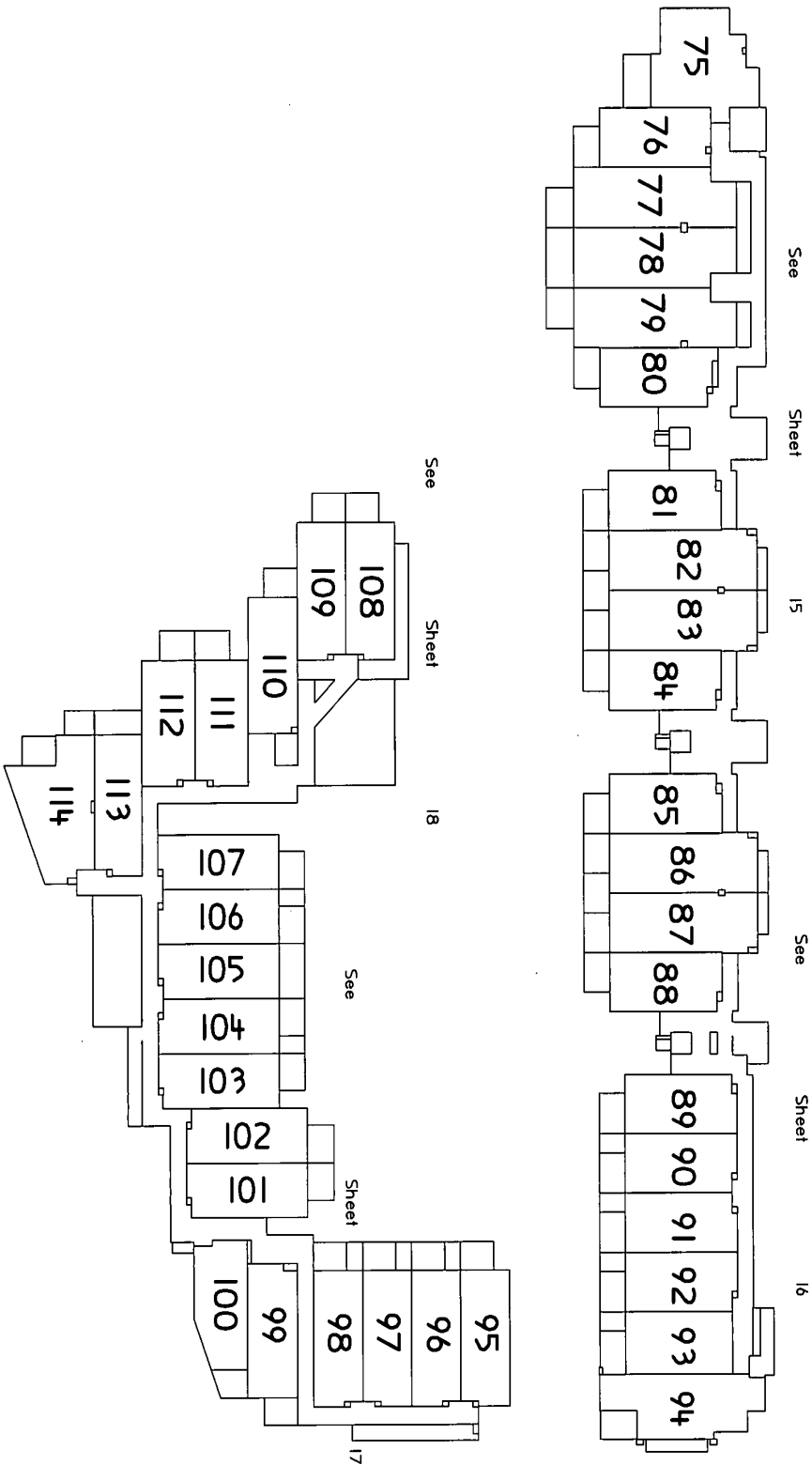
WARNING : GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 18 Sheets

SECOND FLOOR PLAN

M.G.A.

SP77971



Reduction Ratio : 1:400

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

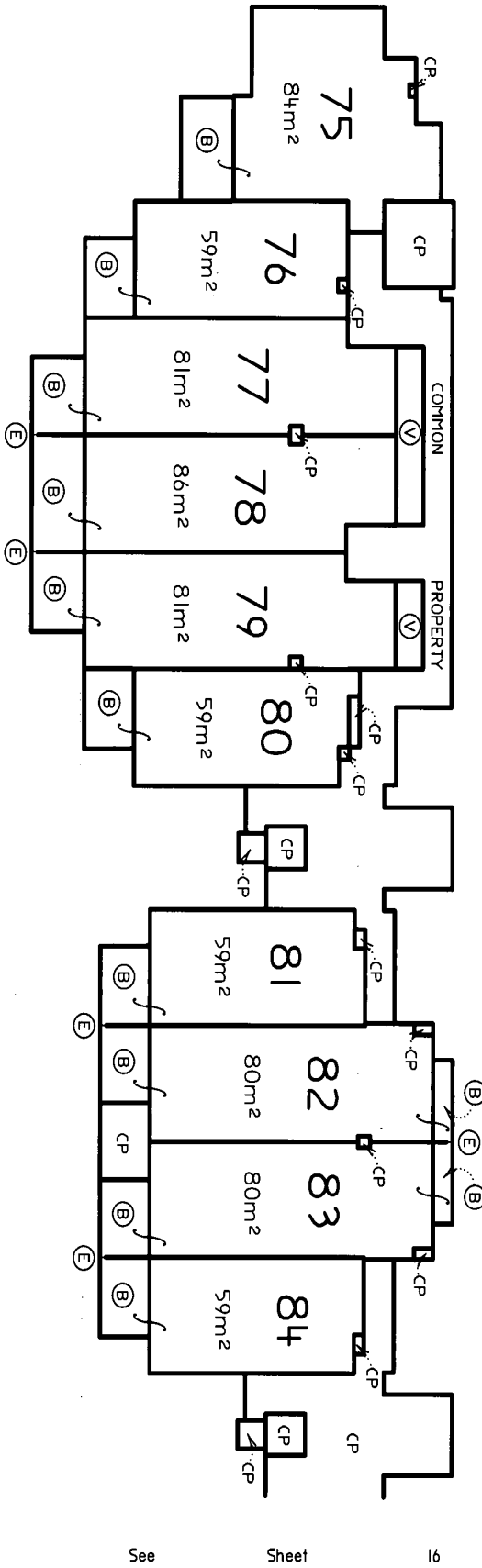
SURVEYOR'S REFERENCE: 8485-1C

STRATA PLAN FORM 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 18 Sheets

SECOND FLOOR PLAN



- FLOOR AREAS ARE APPROXIMATE ONLY.
- (E) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.
  - (V) ..... DENOTES VOID COMMON PROPERTY.
  - CP ..... DENOTES COMMON PROPERTY.
  - (B) ..... DENOTES BALCONY.
- EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio : 200  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 8685-1/C  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

SP77971

See Sheet 16

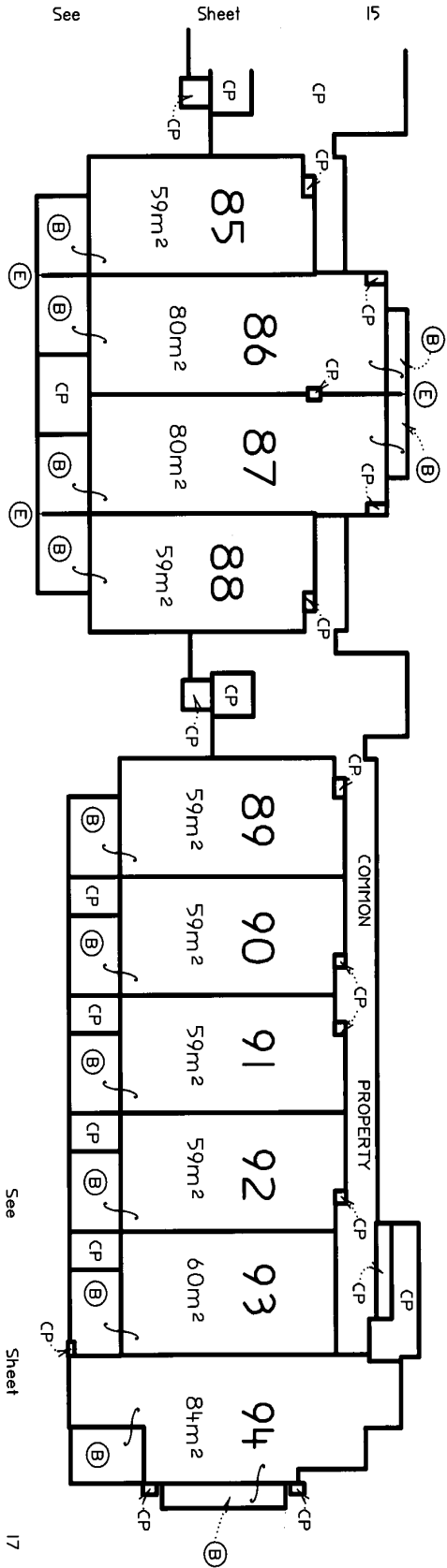
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 18 Sheets

SECOND FLOOR PLAN

SP77971



- FLOOR AREAS ARE APPROXIMATE ONLY.
- ⓔ ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.
  - ~~ⓔ~~ ..... DENOTES VOID COMMON PROPERTY.
  - CP ..... DENOTES COMMON PROPERTY
  - ⓑ ..... DENOTES BALCONY
- EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio: 1: 200

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 888541C

STRATA PLAN FORM 2

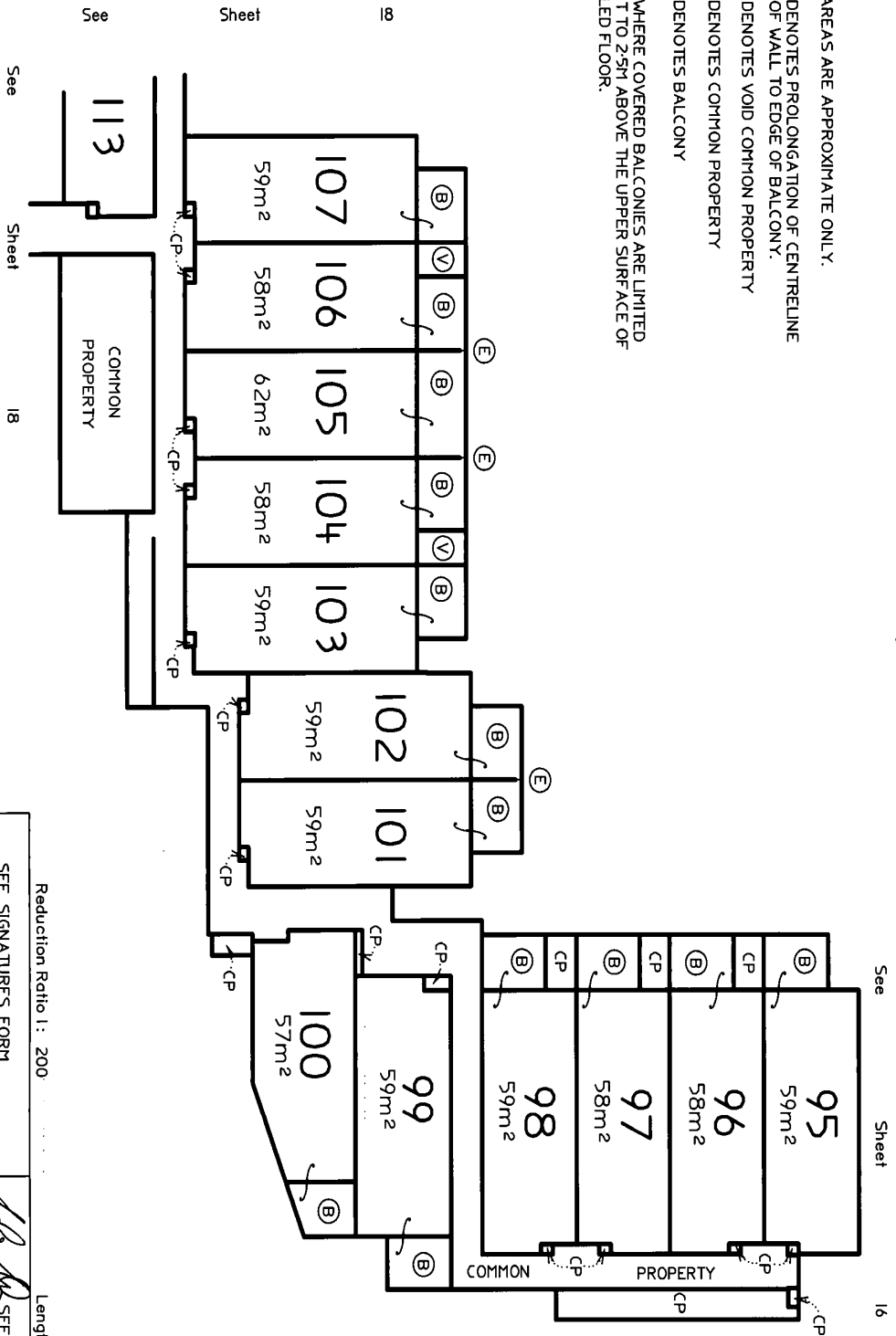
WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 18 Sheets

SECOND FLOOR PLAN

SP77971

FLOOR AREAS ARE APPROXIMATE ONLY.  
 (E) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.  
 (V) ..... DENOTES VOID COMMON PROPERTY  
 CP ..... DENOTES COMMON PROPERTY  
 (B) ..... DENOTES BALCONY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.



Reduction Ratio : 200  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 8835-IC  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

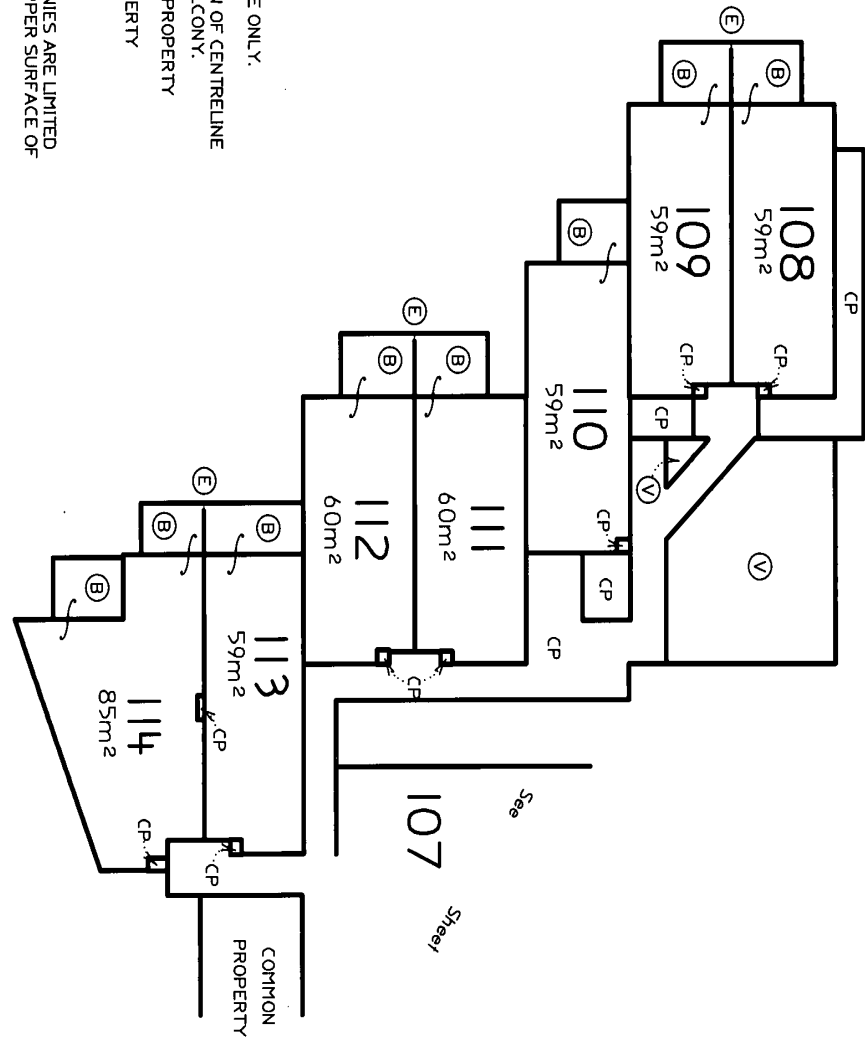
Lengths are in metres.

STRATA PLAN FORM 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 18 Sheets

SECOND FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY.  
 (E) ..... DENOTES PROLONGATION OF CENTRELINE OF WALL TO EDGE OF BALCONY.  
 (V) ..... DENOTES VOID COMMON PROPERTY  
 CP ..... DENOTES COMMON PROPERTY  
 (B) ..... DENOTES BALCONY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR.

Reduction Ratio 1 : 200  
 Lengths are in metres  
 SEE SIGNATURES FORM  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 86857/c  
 SEE SIGNATURES FORM  
 Authorised Person/General Manager/Accredited Certifier

SP77971

**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 2 sheet(s)

**PLAN OF  
 SUBDIVISION OF LOT 224  
 IN DP1048494**

**SP77971**

Registered:  R. 5.12.2006

\* OFFICE USE ONLY

**Strata Certificate**

\*Name of Council/ Accredited Certifier... GORDON WREN  
 being satisfied that the requirements of the \* Strata Schemes (Freehold Development) Act 1973 or \* Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

\* strata plan/ strata plan of subdivision  
 illustrated in the annexure to this certificate.

\* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

\* The strata plan/strata plan of subdivision is part of a development scheme. The council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

\* The Council does not object to the encroachment of the building beyond the alignment of

\* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot (s) .....  
 ..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

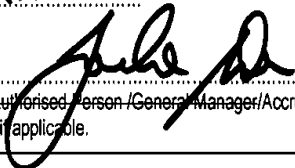
Date..... 21 Nov 2006

Subdivision No..... SC 934

Accreditation No..... PSOA 003

Relevant Development Consent No... 187-8-2004

Issued by... DIPNR

  
 Authorised Person / General Manager / Accredited Certifier  
 \* Complete or delete if applicable.

**Surveyor's Certificate**

I, **GEOFFREY JAMES THOMSON**  
 of **MICHEL GROUP SERVICES PTY LTD**

a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of  
 \*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
 \*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986  
 has been met;
- (2) (a) the building encroaches on a public place;  
 (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:  
 \*has been created by registered + .....  
 \*is to be created under section 88B of the Conveyancing Act 1919
- (3) \*the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 16/11/2006

\* Delete if inapplicable  
 + State whether dealing or plan, and quote registered number.

**SIGNATURES AND SEALS ONLY**

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 8685-1C

**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 2 of 2 sheet(s)


PLAN OF  
 SUBDIVISION OF LOT 224  
 IN DP1048494

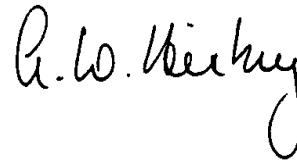
**SP77971**

Registered:  R. 5.12.2006

Subdivision No: SC 934

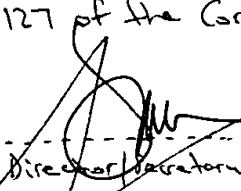
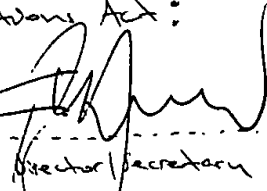
Date of Endorsement: 21 Nov 2006

Executed by Brigitte Faulhaber  
 by her duly appointed attorney  
 ANTHONY WILLIAM Hickey  
 under Powers of ATTORNEY  
 Number Book 4467 Number 357  
 who certifies that he has NO  
 Notice of revocations of the said  
 powers of attorney in the  
 presence of 



Executed by Resort Corp Pty Ltd  
 ACN 087 347 975 pursuant to section  
 127 of the Corporations Act:

Allan Manly  
 Solicitor of Hickey Lawyers  
 Cnr Bundall Rd + Stalys St, Bundall  
 Queensland 4217

 Director/Secretary  
 Director/Secretary

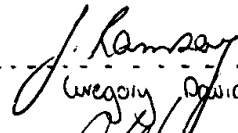
**PETER R. MADGERS**

**PAUL WESLEY BRINSMEAD**

Print name

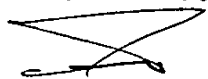
Print Name

Executed by Capital Finance Australia Limited  
 ACN 069 663 136 by its duly appointed  
 attorneys Gregory David Ramsey (Assistant  
 General Manager) and Andrew Francis  
 Oakes (Administration Manager (Property))  
 Book No 4475 No 47 who certify they  
 have no notice of revocation of the  
 said power of attorney in the presence  
 of:

  
 Gregory David Ramsey



Andrew Francis Oakes.

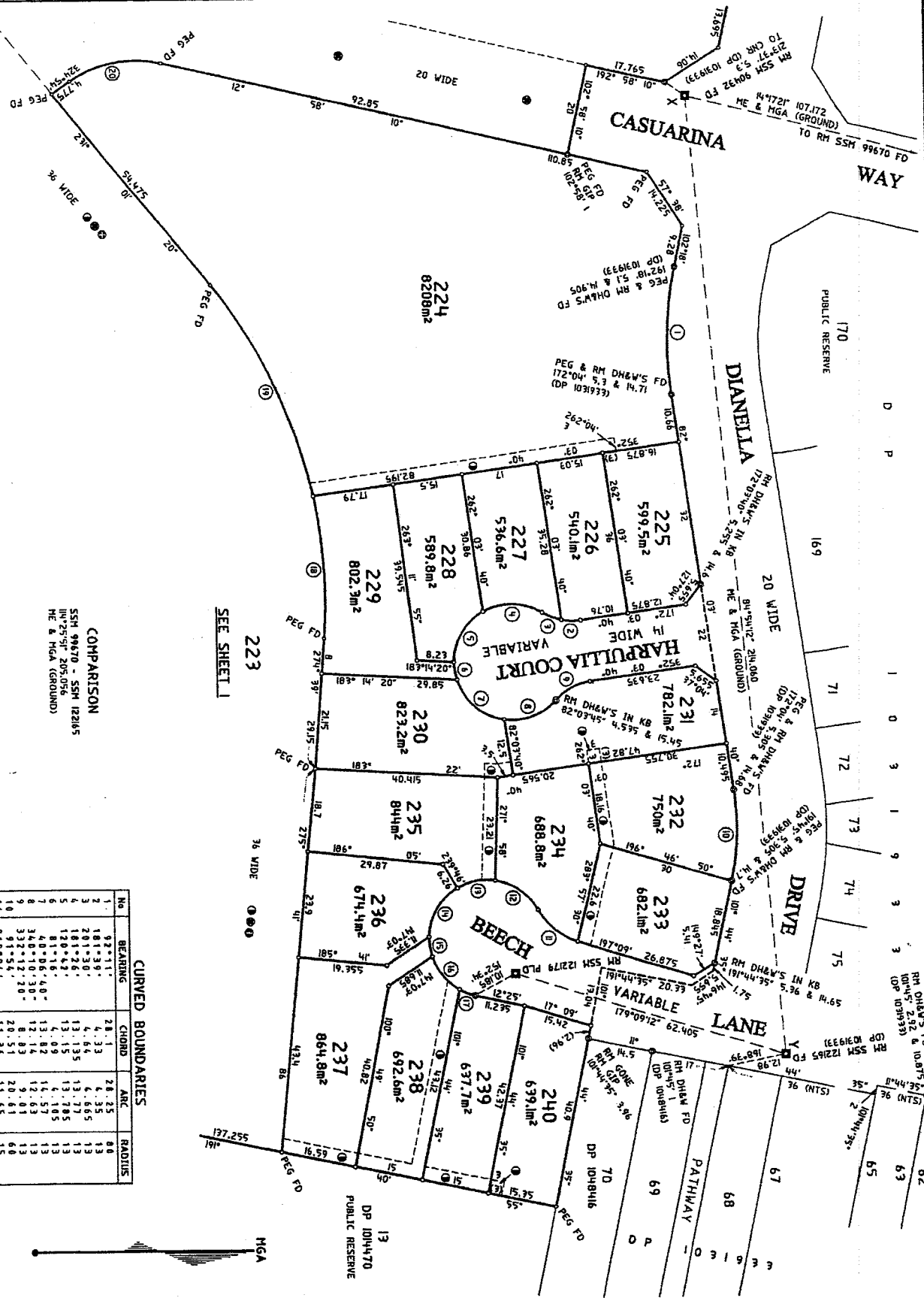
  
 Witness - Nathan Paul Linton  
 c/- 127 Creek Street, Brisbane  
 QLD 4000

SURVEYOR'S REFERENCE: 8685-1C

\* OFFICE USE ONLY







SURVEYORS (PRACTICED) REGULATION ZONE: CLAUSE 32(2)				
MARK	HGA COORDINATES		ZONE	CLASS
	EASTING	NORTHING		
SSM 90432	556073.244	686995.595	56	C
SSM 12265	556288.781	687004.604	56	U
SSM 99670	556099.686	687009.444	56	U

COMBINED SEA LEVEL AND SCALE FACTOR 0.999639  
 OBTAINED FROM LAND INFORMATION CENTRE 12TH SEPTEMBER 2002

COMPARISON  
 SSM 99670 - SSM 12265  
 114°25'51" 205.056  
 HE & HGA (GROUND)

- 1. EASEMENT FOR DRAINAGE OF SEWAGE
- 2. 3. 32. 36 WIDE AND VARIABLE WIDTH
- 3. RIGHT OF CARRIAGEWAY
- 4. 20. 32. 36 WIDE AND VARIABLE WIDTH
- 5. EASEMENT FOR DRAINAGE OF WATER
- 6. 7. 12. 14. 32. 36 WIDE AND VARIABLE (OP 103933)

SEE SHEET 1

CURVED BOUNDARIES				
No	BEARING	CHORD	ARC	RADIUS
1	92°11'	28.11	28.25	80
2	181°39'	4.33	4.35	13
3	201°30'	13.64	13.65	13
4	181°26'	13.17	13.17	13
5	120°42'	12.03	12.18	13
6	120°42'	13.82	14.57	13
7	61°16'	14.60'	14.60'	13
8	320°10'	30.00	30.00	13
9	332°12'	20.51	20.61	66
10	91°54'	11.36	11.65	15
11	219°24'	11.36	11.97	13
12	215°15'	11.56	12.29	13
13	169°19'	8.87	8.87	13
14	120°29'	13.29	13.29	13
15	80°28'	4.39	4.41	13
16	50°21'	9.41	9.41	13
17	20°21'	31.83	31.83	13
18	268°45'	51.97	52.46	110.7
19	268°45'	20.36	20.97	25
20	348°56'	20.36	20.97	25

Re DP1048494  
 This is sheet 2 of my plan in 2 sheets dated 9th DECEMBER 2002  
 KENNETH GEORGE BUCKLEY  
 ASPECT NORTH  
 24 CARRINGTON ST, LISHOPE NSW 2480

Surveyor (Registered under the Surveyors Act 2002)  
 This is a copy of the original 2 sheets of the plan as submitted to the Registrar of Strata  
 11/12/2008  
 K.G. Buckley

Approved Under the Surveyors Act 2002  
 For use where stated by the Registrar in my plan on 11/12/2008  
 1. EASEMENT FOR DRAINAGE OF SEWAGE  
 2. 3. 32. 36 WIDE AND VARIABLE WIDTH  
 3. RIGHT OF CARRIAGEWAY  
 4. 20. 32. 36 WIDE AND VARIABLE (OP 103933)  
 5. EASEMENT FOR WATER SUPPLY  
 6. 7. 12. 14. 32. 36 WIDE AND VARIABLE (OP 103933)  
 7. RESTRICTION ON THE USE OF LAND  
 8. RESTRICTION ON THE USE OF LAND  
 9. RESTRICTION ON THE USE OF LAND  
 10. RESTRICTION ON THE USE OF LAND  
 11. RESTRICTION ON THE USE OF LAND  
 12. RESTRICTION ON THE USE OF LAND  
 13. RESTRICTION ON THE USE OF LAND  
 14. RESTRICTION ON THE USE OF LAND  
 15. RESTRICTION ON THE USE OF LAND  
 16. RESTRICTION ON THE USE OF LAND  
 17. RESTRICTION ON THE USE OF LAND  
 18. RESTRICTION ON THE USE OF LAND  
 19. RESTRICTION ON THE USE OF LAND  
 20. RESTRICTION ON THE USE OF LAND

1600  
 DRAFTSMAN APPROVED 11/12/2

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

(Sheet 1 of 13 sheets)

## DP1048494

Subdivision covered by Council's  
 Certificate No SC02/0071 of 2002

Full name and address of  
 owner of the land:

Kings Beach (No. 2) Pty Limited ACN 088 124  
 190 of C/- Consolidated Properties, Level 12,  
 344 Queen Street, Brisbane, Qld, 4000

Full name and address of  
 mortgagee of the land:

Westpac Banking Corporation ACN 007 457 141  
 of Level 15, 260 Queen Street, Brisbane, QLD,  
 4000

Investment Management Australia Limited ACN  
 088 366 867 of Level 12, 175 Eagle Street,  
 Brisbane, Qld, 4000

### 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 drainage of sewage 3, 32, 36 wide and variable width.	223, 224, 230, 231, 232, 233, 235, 237, 238, 239 and 240	Tweed Shire Council
2	Right of Carriageway 20, 32, 36 wide and variable width.	223	Tweed Shire Council
3	Restriction(s) on the use of land.	223	Tweed Shire Council
4	Restriction(s) on the use of land.	223	Tweed Shire Council
5	Restriction(s) on the use of land.	223	Tweed Shire Council
6	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
7	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
8	Restriction(s) on the use of land.	Each lot of 225-240 (inclusive)	Every other lot of 225-240 (inclusive)
9	Restriction(s) on the use of land.	Each lot of 228-240 (inclusive)	Tweed Shire Council

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(Sheet 2 of 13 sheets)

## Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3, 4, 7, 8, 12, 14, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
2	Right of Carriageway 8, 20, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
3	Easement for Water Supply 8 wide (DP1031933)	71/1048416	Tweed Shire Council

## Part 2 (Terms)

1. Terms of Restriction on Use thirdly referred to in the abovementioned plan:  
On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.
2. Terms of Restriction on Use fourthly referred to in the abovementioned plan:  
Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.
3. Terms of Restriction on Use fifthly referred to in the abovementioned plan:  
Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.
4. Terms of Restriction on Use sixthly referred to in the abovementioned plan:
  - 4.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
  - 4.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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5. Terms of Restriction on Use seventhly referred to in the abovementioned plan:

5.1 No plants listed herein shall be planted or grown on each lot burdened:

## Vines and Creepers

### Common Name

Asparagus fern

Balloon vine  
Black-eyed Susan  
Blue Thunbergia  
Cape Ivy  
Cats Claw Creeper  
Climbing Fig  
Climbing Nightshade  
Dutchman's Pipe  
Flame Flower  
Florists Smilax  
Japanese Honeysuckle  
Kudzo  
Madeira Vine  
Morning Glory:  
Blue morning Glory  
Coastal Morning Glory  
Purple Morning Glory  
Moon Flower  
Moth Vine  
Passionfruit:  
Corky Passionfruit Vine  
White Passionfruit Flower  
Edible Passionfruit  
Skyflower  
Thomy Poinciana

### Groundcovers

Arum Lily  
Bugle Lily  
Balsam, Busy Lizzie  
Blue Periwinkle  
Canna Lily  
Cardamon Ginger  
Coral Berry  
Crocsmia  
Crucifix Orchid  
Elephants Ears  
Fishbone Fern

Freckle Face  
Glory Lily  
Ground Asparagus  
Hairy Commelina  
Kahili Ginger  
White Flowered Ginger  
Pink Flowered Ginger  
Mother in Laws Tongue  
Mother of Millions  
Resurrection Plant

### Species

Asparagus africanus  
Asparagus plumosus  
Cardiospermum grandiflorum  
Thunbergia alata  
Thunbergia grandiflora  
Delairea odorata  
Macfadyena unguis – cati  
Ficus pumila  
Solanum seaforthianum  
Aristolochia elegans  
Pyrostegia venusta  
Myrsiphyllum asparagoides  
Lonicera japonica  
Pueraria lobata  
Anredera cordifolia

Ipomea indica  
Ipomea cairica  
Ipomea purpurea  
Ipomea alba  
Araujia sericiflora

Passiflora suberosa  
Passiflora subpeltata  
Passiflora edulis  
Duranta spp.  
Caesalpinia decapetala

Zantescantia aethopica  
Watsonia bulbifera  
Impatiens walleriana  
Vinca major  
Canna indica  
Alpinia calcarata  
Rivina humilis  
Crocsmiax crocsmia  
Epidendrum sp.  
Alocasia aroides  
Nephrolepis exalta  
Nephrolepis cordifolia  
Hypoestes sanguinolenta  
Gloriosa superba  
Protasparagus aethiopicus  
Commelina benghalensis  
Hedychium gardnerianum  
Hedychium spicatum  
Hedychium coxiniun  
Sansevieria spp.  
Bryophyllum daigremontiana  
Bryophyllum pinnatum

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(Sheet 4 of 13 sheets)

Painted Spurge  
Shasta Daisy  
Silver-leaved Desmodium  
Wandering Jew, Tradie, Striped  
Wandering Jew, Striped Tradie

## Shrubs

Ardisia  
Bam Grass  
Bamboo:  
Black Bamboo  
Creeping Bamboo  
Running Bamboo  
Bitou Bush  
Buddleja  
Cassia, Winter Senna  
Smooth Senna  
Castor Oil Plant  
Century Plant  
Cestrum:  
Green Cestrum  
Night Cestrum  
Orange Cestrum  
Coffee  
Dombeya  
Honey Locust  
Lantana  
Ochna  
Orange Jessamine

## Privet:

Large-leaved  
Small-leaved  
Singapore Daisy  
Tobacco Bush

## Trees

African Tulip Tree  
Black Locust  
Brazilian Cherry  
Broad-leaved Pepper Tree  
Brazilian Pepper Tree  
Cadagi

Camphor Laurel  
Chinese Elm  
Cockspur Coral Tree  
Coral Tree  
Orange Coral tree  
Cocos Palm,  
Queen Palm  
Golden Rain Tree  
Golden Trumpet Tree  
Guava:  
Cherry Guava  
Large Yellow Guava  
Icecream Bean  
Jaboticaba

Euphorbia cyathophora  
Dendranthema maxima  
Desmodium uncinatum  
Tradescantia fluminensis  
Zebrina pendula

Ardisia crenata  
Pennisetum purpureum

Phyllostachys nigra  
Arundinaria ssp.  
Bambusa ssp.  
Chrysanthemoides monilifera  
Buddleja madagascariensis  
Senna pendula var. glabrata  
Senna X floribunda  
Ricinus communis  
Agave spp.

Cestrum parqui  
Cestrum nocturnum  
Cestrum aurantiacum  
Coffee arabica  
Eugenia dombeya  
Gleditsia triacanthos  
Lantana camara  
Ochna serrulata  
Murraya exotica  
Murraya paniculata

Ligustrum lucidum  
Ligustrum sinense  
Wedelia trilobata  
Solanum mauritianum

Spathodea campanulata  
Robinia pseudoacacia  
Eugenia uniflora  
Schinus terebinthifolia  
Schinus areia  
Corymbia torelliana  
(syn. Eucalyptus torelliana)  
Cinnamomum camphora  
Celtis sinensis  
Erythrina crista-galli  
Erythrina sykesii  
Erythrina nigra  
Syagrus romanzoffiana

Koelreuteria paniculata  
Tabebuia chrysantha

Psidium cattleianum  
Psidium guajava  
Inga spp.  
Eugenia jaboticaba

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Jacaranda	Jacaranda mimosifolia
Loquat	Eriobotrya japonica
Mexican Tree Fern Tree	Schizolobium parahibum
Mulberry	Morus nigra
	Morus rubra
	Morus alba
Pine Tree	Pinus elliotti
	Pinus patula
	Pinus radiata
	Tipuana tipu
Racehorse Tree,	Toxicodendron succedaneum
Pride of Bolivia	Ficus elastica
Rhus tree	Ailanthus altissima
Rubber Tree	Schefflera actinophylla
Tree of Heaven	Salix spp.
Umbrella Tree	
Willow	

- 5.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.
- 5.3 No person occupying any lot burdened may have a dog unless it is registered with the Tweed Shire Council and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by the Tweed Shire Council.
- 5.4 No person occupying any lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- 5.5 No person occupying any lot shall have more than one cat upon any lot, such cat being de-sexed and any such cat must be restrained within the building on the subject lot or within a secure night-cage between the hours of 6.00pm and 6.00am daily.
6. Terms of Restriction on Use eighthly referred to in the abovementioned plan:
- 6.1 **Definitions**
- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Kings Beach from time to time;
- (3) "Beachfront Lot" means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;

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- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
  - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
    - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
    - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
  - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 6.1(9)(q);
  - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
  - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
    - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and

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- (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
  - (i) masonry finished in a rendered and painted textured finish;
  - (ii) masonry finished in a bagged and painted finish;
  - (iii) fibre cement wall sheeting;
  - (iv) timber shingles; and/or
  - (v) timber weather boards or plywood with a painted or stained finish;
  - (vi) plain brickwork (subject to clause 6.1(9)(l));
  - (vii) metal deck cladding (subject to clause 6.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;



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- (p) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
  - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
  - (ii) fixed external screens; or
  - (iii) sill height above 1500mm from floor level.
- (q) verandah minimum Street Front Boundary setback of 3 metres;
- (r) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (s) verandah roof compatible in colour, material and form with Main Dwelling;
- (t) where possible, garages to be located so that they are visually unobtrusive from the street;
- (u) minimum setback for garage from Street Front Boundary of 5 metres;
- (v) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (w) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (x) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;
- (y) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;
- (z) driveways finished only with:
  - (i) masonry/clay pavers;
  - (ii) exposed aggregate concrete finish;
  - (iii) sleepers or timber boards;
  - (iv) gravel; or

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(Sheet 9 of 13 sheets)

(v) coloured concrete with inserts;

provided that finishes over Council's nature-strip are to comply with Council's "Access to Property" policy;

(aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:

(i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).

(ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.

(iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.

(bb) fencing for a Beachfront Lot as follows:

(i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).

(ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).

(iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;

(cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);

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- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this Instrument relates.
- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
  - (b) Schematic design drawings including a site plan to scale 1:200 showing:
    - Northpoint;
    - Property lines with metes and bounds;
    - Building setbacks dimensioned;
    - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
    - Location of parking and garages;
    - Driveways, paths, landscaping and retaining walls;
  - (c) Floor plans and roof plans (to scale 1: 100);
  - (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.

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- (19) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
- (22) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) **"Temporary Structures"** means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) **"2(e) Zone"** means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) **"7(f) Zone"** means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.

## 6.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.

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(Sheet 12 of 13 sheets)

- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
  - (a) 2 years from the date of this instrument; or
  - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,  
  
without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:
  - (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
  - (b) such fence has been approved by the Building Works Consent Body.

## 6.3 Amendments

While Kings Beach remains the owner of at least 1 Lot:

- (1) no applications may be made to vary, release or modify this restriction on use without the consent of Kings Beach whose consent may be withheld in its absolute discretion; and
- (2) Kings Beach may vary, release or modify this restriction on use.

## 6.4 Severability

If anything in this restriction on use is unenforceable, illegal or void then it is severed and the rest of this restriction on use remains in force.

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(Sheet 13 of 13 sheets)

7. Terms of Restriction on Use ninthly referred to in the abovementioned plan:

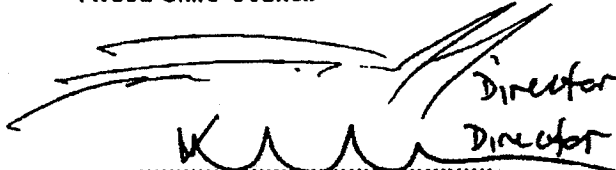
No excavation is permitted below a depth of 2.5 metres below the existing surface level of the lot burdened unless a gamma radiation survey has been carried out and submitted to Tweed Shire Council and the written approval of that Council obtained for the proposed works.

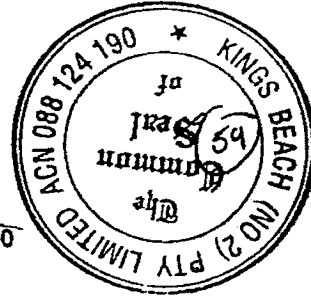
Name of Person empowered to release, vary or modify restriction eighthly referred to in the abovementioned plan:


Kings Beach (No. 2) Pty Limited ACN 088 124 190

Name of Person empowered to release, vary or modify restriction fourthly, fifthly, sixthly, seventhly and ninthly referred to in the abovementioned plan:

Tweed Shire Council

  
Director  
Director  
Kings Beach (No. 2) Pty Limited ACN 088 124 190



  
Westpac Administration Pty Limited Westpac Banking Corporation  
by its attorney Jonathan Kent Percy Tier Three  
Attorney under Power of Attorney NO 332 Book 4299

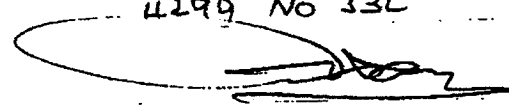
  
Director  
Investment Management Australia Limited




205851\_1.DOC

WESTPAC BANKING CORPORATION

BY ITS ATTORNEY MICHAEL FOSTER  
GRAY TIER 3 ATTORNEY BOOK  
4299 NO 332



IN THE PRESENCE OF  
  
GARRY BOULDING JP.

Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



**AM543428C**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property CP/SP77971
---------------------------------------

(B) **LODGED BY**

Document Collection Box <b>BOX 582W</b>	Name, Address or DX, Telephone and Customer Account Number if any <b>SERVICE FIRST REGISTRATION DX 189 SYDNEY LLPN123426A PH 8298 8000 FAX 9279 2185</b>	CODE  <b>CH</b>
	Reference: <b>PLAN 77971</b>	

(C) The Owners-Strata Plan No. 77971 certify that a special resolution was passed on 11/4/2017  
 (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. 3.4, 10.5, 13.6, 51.5 & 52.4  
 Amended by-law No. 1.1, 3.1, 3.3, 4.1, 51.4, 52.1 & 52.3  
 as fully set out below:  
 See Annexure "A" hereto.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"  
 (G) The seal of The Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



OFF SG

Annexure "A" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: Owners Corporation Strata Plan 77971

Dated: , 2017

(E) Added By-Law No. 3.4:

"3.4 Despite By-Law 3.3 a resident of Lot 115 must:-

- (i) ensure that the staff entry door at the rear of the restaurant conducted in Lot 115 and the door at the top of the first flight of stairs serving the restaurant remain closed and that there is no obstruction to their closing; and
- (ii) close windows and doors to the restaurant at 10.00pm each night with the entrance door to be opened solely for the purpose of allowing Members of the Public to exit and enter Lot 115;
- (iii) after 10.00pm each night, use best endeavours to seat all Members of the Public inside Lot 115 only;
- (iv) at all times ensure that the noise level from the Restaurant does not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8khz inclusive) by more than 5dB at the boundary of any affected residence."

Added By-Law No. 10.5:

"10.5 A Resident or agent of a Resident of Lot 115 must escort to the driveway Members of the Public who leave the restaurant conducted in Lot 115 after 10.00pm to ensure compliance with these By-Laws, and must render all reasonable assistance to those Members of the Public to secure transport from the strata scheme in a quiet and orderly manner."

Added By-Law No. 13.6:

"13.6 A Resident of Lot 115 must, whilst any part of the business conducted in the Lot includes the service or preparation of food and/or beverages:

- (i) install and maintain in good and serviceable repair a glass bottle crusher and dispose of glass bottles used in the conduct of the business in the Lot solely utilising the glass bottle crusher; and
- (ii) use cleaners engaged by it and at its sole expense to;

dispose of and to remove from the strata scheme all garbage generated in the conduct of the business in the Lot."

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on *30 - JUNE* 2017 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: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent





Added By-Law No. 51.5

"51.5 The right of exclusive use of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot is responsible for the compliance with By-Law 3.1;

Members of the Public are to be directed to use the sanitary facilities in the area labelled SR115F and for this purpose to install directional signage in the Lot 115 premises, at its cost;

- (2) A Member of the Public may not use any common property except to enter and to leave Lot 115 or for the purpose of which such areas may be used according to the third column, an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 51.5(2)."

Added By-Law No. 52.4

"52.4 The special privilege in respect of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot must comply with By-Law 3.1 and By-Law 3.4;
- (2) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use sanitary facilities in the common property except sanitary facilities in an area of common property of which the owner of Lot 115 has a special privilege under By-Law 52;
- (3) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use any common property except to enter and to leave Lot 115 or for the purpose for which such areas may be used according to the third column, being an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 52.4(2)."

By-Law No. 1.1 is amended by the inclusion of new definitions as follows:-

Definition 1.1(16) "**Invitee**" is amended to read as follows:

"(16) "**Invitee**" means any invitee, agent, visitor, licensee, lessee, contractor, employee or others who may be on the parcel at the invitation or request of a resident;"

A new definition 1.1(27) is inserted as follows:

"(27) "**Member of the public**" means a member of the public who receives goods and services provided by the operator of the restaurant conducted within Lot 115 and any person in the charge of, or accompanying, such member of the public."

By-Law 3.1 is amended by inserting a new paragraph (3) as follows:

"3.1 (3) create noise on a Lot or the common property likely to interfere with the peaceful enjoyment of the resident or invitee of another Lot or any person lawfully using common property;"

By-Law 3.1 is amended by the insertion of the following additional phrase at the end namely:

"and must, to the extent practicable, ensure that any invitee to his Lot or the common property does not do so."

By-Law 3.3 is amended to read as follows:

"3.3 In deciding whether to issue a direction under By-Law 3, the Owners Corporation must consider whether a Lot may be lawfully used for commercial purposes and, if so, must take that use into account."

By-Law 4.1 is amended to read as follows:

"4.1 A resident must take all reasonable steps to ensure that invitees comply with these By-Laws as though they were occupiers of a Lot. If an invitee does not comply with these By-Laws then the resident must take all reasonable steps to ensure that the invitee immediately leaves the parcel."

By-Law 51.4 is amended to read as follows:

"51.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any parts 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 cost of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

<b>First Column - Lot</b>	<b>Second Column - Area</b>	<b>Third Column - Purpose for which area may be used</b>	<b>Fourth Column – Condition and Obligation of Owner/Occupier to Maintain</b>
Lot 115	EU115	Dining area for patrons of business conducted from Lot 115. Area may be used for the sale/ consumption of liquor	<ol style="list-style-type: none"> <li>1. Resident must keep area clean and tidy.</li> <li>2. Resident must repair any damage caused to area (including any damage caused by the installation or removal of fixtures).</li> <li>3. Resident must take out and maintain public liability insurance (noting the interest of the Owners Corporation) for at least \$5,000,000.00 for each occurrence.</li> <li>4. No alterations or improvements may be made to the exclusive use area other than in accordance with these By-laws.</li> </ol>
Lot 18	EU18A EU18C	Linen room/storage room.	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18B EU18F EU18J EU18K EU18L	Storeroom	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18D	Cleaners room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).

Lot 18	EU18E	Staff amenities room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18G	Storeroom	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> <li>2. Resident shall subject to receiving reasonable notice grant access to any lot owner or their agents and/or contractors for the purpose of maintaining and servicing air conditioning plant and equipment that may belong to such lot owners and be located within this exclusive use area.</li> </ol>
Lot 18	EU18H	Pool Equipment Room	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 115	EU115B	Carparks	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents)."</li> </ol>

By-Law 52.1 is amended to read as follows:

"The Resident 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 "D". The rights granted under this By-Law 52.1 are not exclusive use rights."

By-Law 52.3 is amended to read as follows:-

"52.3 The Owners 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 a resident has special privileges in respect of under this By-Law subject to any obligations imposed on the resident of a Lot that has special privileges under this By-Law as set out in the fourth column of the Schedule below.

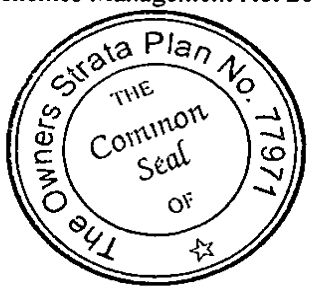
First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Condition and Obligation of Owner/Occupier to Maintain
Lot 18	EU115A	To maintain a booking system and register to manage the licensing and use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the Invitee during the licence

		the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	period of use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.
Lot 115	SRF115F	The right for the Resident, its Invitees and Members of the Public to use the sanitary facilities.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident, staff and patrons of business conducted from Lot 115.
Lot 115	SR115D	The right to use the relevant area for the purpose of: 1. Serving meals (including breakfast, lunch and dinner), food and beverages (including alcohol). 2. Conduct temporary functions. 3. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Respondent (or its agents or invitees).
Lot 115	SR115C	Subject to the condition that other Residents may continue to access the relevant area (even when it is being used by the party with the benefit of this special right) to access other parts of the Building, the right to use the relevant area for the purposes of: 1. Conducting temporary functions. 2. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident (or its agent or invitees).
Lot 18	SR115E	To maintain a booking system and register to manage the use of the area by the Owners Corporation and	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees

		Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	shall include the cost of cleaning and the repair of any damage caused by the invitee during the licence period or use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation."
--	--	---	--

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on *30 JUNE* 2017 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: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent



**Annexure "B" to CONSOLIDATION/CHANGE OF BY-LAWS**

Parties: Owners Corporation Strata Plan 77971

Dated: June, 2017

(F) **CONSOLIDATED LIST OF BY-LAWS FOR OWNERS CORPORATION STRATA PLAN 77971 AS AT JUNE 2017**

**By-law 1 - Definitions and Interpretation**

**1.1 Definitions**

In these By-laws:

- (1) **"Act"** means the *Strata Schemes Management Act 1996*;
- (2) **"Assessing Authority"** means any statutory or other competent authority having jurisdiction in connection with the parcel;
- (3) **"Building"** means the building or buildings constructed or to be constructed on the parcel;
- (4) **"By-laws"** means the by-laws in this By-laws Instrument;
- (5) **"CATV System"** means an integrated system which may include television, music and monitoring for radio programs, site wide audio and video intercom, VCR films, pay television, security monitoring and control, access control from common entry gates and individual residences, security cameras, data communications, household control systems (such as pumps, lights, air conditioning), international television programs and teletext Services and includes the utility infrastructure or Service Infrastructure associated with that System;
- (6) **"Club"** means the original owner for the parcel or another entity nominee by the original owner for the parcel which operates manages the Facilities;
- (7) **"Club Rules"** means rules relating to the use, access and management of the Facilities by the Club from time to time;
- (8) **"Common Property"** means the common property the subject of the Strata Scheme;

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent



- (9) "**Developer**" means Resort Corp Pty Ltd ACN 087 347 975 and its assigns;
- (10) "**Development**" includes:
  - (a) construction, alteration, addition, modification, decoration, redecoration, painting, repainting or reconstruction of any improvements;
  - (b) excavation, filling or landscaping;
  - (c) landscaping including the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and planting or removal of any vegetation, trees or shrubs; or
  - (d) installation of Service Infrastructure, such as water supply, electricity lines, sewerage Services and the CATV System;
- (11) "**Development Control Code**" means the development control code in By-law 20;
- (12) "**Executive Committee**" means the executive committee appointed by the Owners Corporation;
- (13) "**Facilities**" means recreational facilities located on the Facilities Land;
- (14) "**Facilities Agreement**" means the facilities agreement between the Club and the Strata Scheme;
- (15) "**Facilities Land**" means Lot 1461 in DP 1056889;
- (16) "**Invitee**" means any invitee, agent, visitor, licensee, lessee, contractor, employee or others who may be on the parcel at the invitation or request of a resident;"
- (17) "**Lot**" means a lot in the Strata Plan;
- (18) "**Managing Agent**" means the person appointed by the Owners Corporation as its managing agent under section 27 of the Act and, if no managing agent is appointed, the secretary of the Owners Corporation;
- (19) "**Owners Corporation**" means the owners corporation for the Strata Scheme;
- (20) "**Requirement**" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
- (21) "**Resident**" means an owner or occupier of a Lot (as those terms are defined in the Act) and where the context requires, any invitee;
- (22) "**Resident Manager**" means the person engaged by the Owners Corporation under an agreement referred to in By-Law 24;
- (23) "**Service Infrastructure**" means any infrastructure for the provision of Services to the parcel;
- (24) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Strata Scheme or available for a Lot;
- (25) "**Strata Plan**" means Strata Plan 77971 and
- (26) "**Strata Scheme**" means the strata scheme constituted upon registration of the Strata Plan;
- (27) "**Member of the public**" means a member of the public who receives goods and services provided by the operator of the restaurant conducted within Lot 115 and any person in the charge of, or accompanying, such member of the public.

## 1.2 Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
  - (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of these By-laws or affect their interpretation.
- (5) A provision of these By-laws must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the By-laws or the inclusion of the provision in the By-laws.
- (6) Words and phrases that have a defined meaning under the Act have the same meaning in these By-laws.

## 1.3 Parties

- (1) If a party consists of more than 1 person, these By-laws bind each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

### By-law 2 - Compliance - Laws

- 2.1 Residents must at their own expense promptly comply with all Requirements and must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot or use a Lot or Common Property for any illegal purpose.
- 2.2 Residents must maintain (or cause the person who manages the lot on their behalf to maintain) a register of those persons who occupy the Lot and the time and period of occupation and such other details as are required by the development consent for the Building. Such register must be made available for inspection by any relevant authority when required by a relevant authority.
- 2.3 Without limiting By-law 2.2, the owner of a Lot must provide to the Resident Manager, within 30 days of a request from the Resident Manager, the details of the occupants of the Lot, the time and period of occupation and any other information reasonably required by the Resident Manager to comply with the occupancy reporting requirements of the development consent for the Building.

### By-law 3 - Behaviour

- 3.1 A Resident must not:



- (1) cause disturbance or behave in a manner likely to interfere with the peaceful enjoyment of, or cause offence to, Residents and any person lawfully using Common Property;
- (2) obstruct lawful use of Common Property by any person.
- (3) create noise on a Lot or the common property likely to interfere with the peaceful enjoyment of the resident or invitee of another Lot or any person lawfully using common property;

and must, to the extent practicable, ensure that any invitee to his Lot or the common property does not do so.

- 3.2 Without limitation to By-law 3.1, Residents must observe any direction of the Owners Corporation relating to dress standards that, in the view of the Owners Corporation, are necessary or desirable to avoid offence to other Residents. The Owners Corporation must act reasonably in issuing a direction (whether generally or in a specific instance) under this By-law.
- 3.3 In deciding whether to issue a direction under By-Law 3, the Owners Corporation must consider whether a Lot may be lawfully used for commercial purposes and, if so, must take that use into account.
- 3.4 Despite By-Law 3.3 a resident of Lot 115 must:-
  - (i) ensure that the staff entry door at the rear of the restaurant conducted in Lot 115 and the door at the top of the first flight of stairs serving the restaurant remain closed and that there is no obstruction to their closing; and
  - (ii) close windows and doors to the restaurant at 10.00pm each night with the entrance door to be opened solely for the purpose of allowing Members of the Public to exit and enter Lot 115;
  - (iii) after 10.00pm each night, use best endeavours to seat all Members of the Public inside Lot 115 only;
  - (iv) at all times ensure that the noise level from the Restaurant does not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8kHz inclusive) by more than 5dB at the boundary of any affected residence.

#### **By-law 4 - Responsible for Others**

- 4.1 A resident must take all reasonable steps to ensure that invitees comply with these By-Laws as though they were occupiers of a Lot. If an invitee does not comply with these By-Laws then the resident must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

#### **By-law 5 - Maintenance and Condition of Lot**

- 5.1 Residents must keep their Lots in a good state of repair and condition.
- 5.2 Without limiting By-law 5.1, a Resident must:
  - (1) maintain the lawns, gardens and vegetation on the Resident's Lot in a neat, tidy and well presented manner;
  - (2) maintain any driveways, paths, or similar amenities located on or within the Resident's Lot;
  - (3) to the extent that it is not the responsibility of the Owners Corporation under the Act, maintain Service Infrastructure within the Resident's Lot or which is for the benefit of the Resident;
  - (4) give prompt notice to the Owners Corporation of any damage to, defect or disrepair of the Services or Service Infrastructure in the Resident's Lot;
  - (5) not overload any Services or Service Infrastructure;

- (6) pay to the Owners Corporation any costs incurred by the Owners Corporation in upgrading any Services or Service Infrastructure to accommodate any equipment which the Resident wishes to install in the Resident's Lot;
- (7) lock all doors and fasten all windows in the Resident's Lot when the Lot is not occupied;
- (8) not waste water and ensure that all water taps in the Resident's Lot are turned off after use;
- (9) replace broken glass with glass of the same standard;
- (10) keep the Resident's Lot free from rubbish and excessive vegetation; and
- (11) use, wherever possible to do so, only non toxic or non poisonous products in maintaining or repairing the Resident's Lot.

**By-law 6 - Entry Rights and Non Compliance with By-laws**

- 6.1 Subject to Requirements of the Act for entry to a Lot or the giving of notice to Residents by the Owners Corporation:
  - (1) if the Resident does not rectify a non-compliance with these By-laws within the period set out in a notice delivered by the Owners Corporation to a defaulting Resident, the Owners Corporation (by itself, its agents, employees or contractors) may enter the Lot and rectify the non-compliance; and
  - (2) the Owners Corporation may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
    - (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
    - (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.
- 6.2 In case of emergency no notice will be required under By-law 6.1.
- 6.3 In exercising its rights of entry under this By-law the Owners Corporation must ensure that it causes as little inconvenience to the Resident of the Lot as is reasonable in the circumstances.
- 6.4 The Owners Corporation may take such action it considers necessary (and which is within its power to take under the Act and any other Requirement) to remedy a breach of these By-laws by a Resident and may recover the expense the Owners Corporation incurs as a result from the defaulting Resident as a liquidated debt.
- 6.5 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation or any agent, employee or contractor of the Owners Corporation in connection with a breach of these By-laws by that Resident.
- 6.6 Anything undertaken by the Owners Corporation under this By-law will be paid for by the Resident of the relevant Lot where the need for the Owners Corporation to do that thing is due to any act or default of the Resident.
- 6.7 Nothing in this By-law 6 limits or purports to limit, the rights and obligations of the Owners Corporation under the Act including those under sections 63, 64 and 65 of the Act.
- 6.8 Subject to the Act, the Owners Corporation (by itself, its agents, employees or contractors) has the right to enter any Lot and Building at all reasonable times, after reasonable notice, to install, maintain, repair, investigate faults in and upgrade Services and Service Infrastructure, including telephone answering, videotex, CATV System and security Services.

**By-law 7 - Appearance**

7.1 A Resident must not without the prior written consent of the Owners Corporation:

- (1) keep inside the Lot anything visible from outside the Lot which is not in keeping with the Building; or
- (2) attach to or hang from the exterior of the Building any aerial, device, wire or other item including washing, bedding, clothing, sign, notice or placard; or
- (3) construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or improvement of any kind within or upon a Lot or on the Common Property.

7.2 Residents must observe the following requirements in relation to the appearances of Lots:

- (1) mirror finished surfaces are not permitted - applied films or tints which give a mirrored finish to glass, and which can be seen from outside a Lot, are not allowed;
- (2) all screened enclosures must be constructed of materials and painted in colours complimentary to the Building on or comprising part of the Lot, to ensure that they are as unobtrusive as possible;
- (3) all exterior light fittings must be of first class quality and design and must be located so that when in use they do not cause a nuisance to another Lot - exterior lights must have translucent diffusers that prevent the bulb being seen and floodlights, spotlights and coloured neon lights are not permitted;
- (4) insect screens must be designed to be as unobtrusive as possible and must match the colour of the window frames into which they are installed; and
- (5) Residents are not permitted to install temporary window coverings without the Owners Corporation's prior written approval which may be given subject to conditions or refused unconditionally.

7.3 An owner shall not install, renovate and / or replace window coverings visible from outside the lot unless those window coverings are white wide blade timber shutters, white wide blade timber Venetians, white pull-down "silent glis" or white pull-down "verosol" type blinds or of such backing of white colour and of a design as has been approved by the Executive Committee of the Owner's Corporation who may grant or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by an lot owner or occupier.

7.4 An owner of a lot shall not place or cause to be placed any outdoor furniture onto terraces or any external areas without the prior approval of the Executive Committee.

7.5 By-laws 7.1, 7.2, 7.3 & 7.4 do not apply to Lots 18 and 115.

**By-law 8 - Interference**

8.1 A Resident must not without the prior written consent of the Owners Corporation:

- (1) operate or permit to be operated on a Lot or Common Property any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in a Lot; or
- (2) interfere with the operation of any equipment or Service Infrastructure installed in the Common Property.

**By-law 9 - Damage to Common Property**

- 9.1 A Resident must not bring or permit to be brought any heavy article into the Building, which may cause structural damage to the Building without the prior written consent of the Owners Corporation.
- 9.2 A Resident must not move any heavy article approved under By-law 24.1 through Common Property without first making appropriate arrangements to do so with the Resident Manager.
- 9.3 A Resident must not do anything or permit any person or anything to damage or deface the Common Property without the prior written consent of the Owners Corporation.
- 9.4 A Resident must notify the Resident Manager of any damage to or defect in the Common Property or any property located on Common Property as soon as it occurs or becomes known.
- 9.5 A Resident will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or any property belonging to the Owners Corporation caused by that Resident or that Resident's Invitees.
- 9.6 This By-law does not prevent a Resident from installing:
- (1) any locking or other safety device for the protection of the Resident's Lot against intruders;
  - (2) any screen or other device to prevent entry of animals or insects to the Resident's Lot (subject to the other provisions of these By-laws about the appearance of screens and devices); or
  - (3) any structural device to prevent harm to children.
- 9.7 Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, and keeping with the appearance of the rest of the Building.
- 9.8 Despite section 62 of the Act, Residents must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 9.6 that forms part of the Common Property and that services the Resident's Lot.

**By-law 10 - Security**

- 10.1 A Resident must not do or permit anything to be done which may prejudice the security or safety of the parcel or the Building and must take all reasonable steps to ensure that the Building's fire and security doors are kept secure and in an operational state.
- 10.2 The Owners Corporation must take all reasonable steps to preserve the safety of the Building from fire or other hazard and to ensure the security of the Building from trespassers and if it considers it necessary or desirable may:
- (1) restrict access to any part of the Common Property by means of security key or other security device;
  - (2) create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the parcel; and
  - (3) make rules relating to the security of the parcel and the Building from trespassers, fire or other hazard.
- 10.3 If the Owners Corporation restricts Residents' and Invitees' access under these By-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.
- 10.4 A Resident must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device.

- 10.5 A Resident or agent of a Resident of Lot 115 must escort to the driveway Members of the Public who leave the restaurant conducted in Lot 115 after 10.00pm to ensure compliance with these By-Laws, and must render all reasonable assistance to those Members of the Public to secure transport from the strata scheme in a quiet and orderly manner."

#### **By-law 11- Security System**

- 11.1 The Owners Corporation may establish a security system and provide security Services for the benefit of Residents and the Buildings.
- 11.2 Any Service Infrastructure installed on the Common Property for use in connection with a security system for the Buildings will remain the property of the Owners Corporation and be maintained and repaired at the cost and expense of the Owners Corporation, subject to the Owners Corporation's rights and obligations (if any) under the Act and these By-laws to recover costs for the provision of those Services from users.
- 11.3 The Owners Corporation may designate part of the Common Property to be used by any security person, firm or company.
- 11.4 The Owners Corporation may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Residents.
- 11.5 The Owners Corporation is not liable for any loss or damage suffered to any Resident or other person or property because:
- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
  - (2) the security system is not at any particular time operational.
- 11.6 Each Resident must allow the Owners Corporation on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 11.7 Each Resident must observe any conditions or requirements of the Owners Corporation imposed as a condition of the use and operation of the security system or security Services provided by the Owners Corporation.
- 11.8 The Owners Corporation may enter into agreements with each Resident providing for the charging of costs for provision of the security system and maintenance of a Services Infrastructure provided by the Owners Corporation under the security system and recovery of costs to the Owners Corporation of providing Services under the security system.

#### **By-law 12 - CATV System**

- 12.1 For the benefit of Residents, the Owners Corporation may provide access to the CATV System.
- 12.2 The Owners Corporation may supply or engage another person to supply utility Services and other Services in connection with the CATV System for the benefit of Residents.
- 12.3 Each Resident must allow the Owners Corporation (and its contractors, agents and employees) on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the provision of maintenance Services in respect of the CATV System.
- 12.4 Each Resident acknowledges that the Owners Corporation is entitled to recover the costs associated with the provision of Services by contractors engaged in connection with the security system and accepts the obligation to pay those costs attributable to the provision of Services associated with the CATV System to the Resident's Lot or otherwise a portion of the costs corresponding to the proportion the Resident's unit entitlement bears to the aggregate unit entitlement of all Lots in the Strata Scheme.

**By-law 13 - Garbage**

- 13.1 A Resident must not deposit or throw onto the Common Property any garbage except into a receptacle or area specifically provided for that purpose.
- 13.2 A Resident must dispose of garbage in the manner prescribed by the Owners Corporation from time to time.
- 13.3 The Owners Corporation may establish a garbage disposal system for the Scheme ("**Disposal System**"). The Disposal System may provide for any of the following:
- (1) permitted means and times for garbage disposal and removal;
  - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
  - (3) designation of areas on Common Property for the storage and collection of garbage;
  - (4) arrangements for separation and sorting of garbage;
  - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
  - (6) requirements for the disposal of garbage to meet the particular needs of any Lot.
- 13.4 The Owners Corporation may enter into agreements with each Resident providing for the charging of garbage disposal Services provided by the Owners Corporation under the Disposal System and recovery of costs to the Owners Corporation of providing Services under the Disposal System.
- 13.5 Each Resident must:
- (1) comply with all Requirements relating to the disposal of garbage;
  - (2) comply with the requirements, as notified by the Owners Corporation, of the Disposal System;
  - (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
  - (4) if no receptacle is provided by the Owners Corporation or designated as part of the Disposal System, maintain a receptacle for garbage.
- 13.6 A Resident of Lot 115 must, whilst any part of the business conducted in the Lot includes the service or preparation of food and/or beverages:
- (i) install and maintain in good and serviceable repair a glass bottle crusher and dispose of glass bottles used in the conduct of the business in the Lot solely utilising the glass bottle crusher; and
  - (ii) use cleaners engaged by it and at its sole expense to;
- dispose of and to remove from the strata scheme all garbage generated in the conduct of the business in the Lot.

**By-law 14 - Storage of Flammable Liquids**

- 14.1 A Resident must not except with the consent of the Owners Corporation use or store on the Lot or on the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material to be used for domestic purposes.
- 14.2 Despite by-law 14.1, the Residents of Lots 18 and 115 may use or store on the Lots or the exclusive use areas connected with Lots 18 and 115 chemicals, liquids, gases or other material required for the businesses conducted on the Lots.

**By-law 15 - Signs**

- 15.1 Subject to By-law 33, Residents must not without the prior written consent of the Owners Corporation

fix or place any sign, placard, banner, notice or advertisement on or in any part of the Building unless it will be inside a Lot and not visible from outside the Lot.

15.2 By-law 15.1 does not apply to Lots 18 and 115.

**By-law 16 - Animals**

16.1 Subject to the Act, a Resident must not keep or permit any animal to be on a Lot or on the Common Property.

**By-law 17 - Fire Control**

17.1 A Resident 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.

17.2 The Owners Corporation and Residents must, in respect of the Building and their respective Lots, as appropriate:

- (1) consult with any relevant statutory authority as to the appropriate fire alarm and equipment for the Building and the Lots;
- (2) ensure the provision of all adequate fire fighting equipment in the Building and the Lots to the satisfaction of all relevant statutory authorities; and
- (3) take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.

**By-law 18 - Insurance Premiums**

18.1 A Resident must not, without the prior written consent of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation under the Act.

**By-law 19 - Notice of Alteration to Lot**

19.1 Residents must not alter the structure of a Lot without giving to the Owners Corporation a written notice describing the proposed alteration at least 14 days before the commencement of the alteration.

19.2 Residents must comply with these By-laws including the Development Control Code in relation to any alterations.

**By-law 20 - Development Control Code**

20.1 The purpose of this Development Control Code is:

- (1) to ensure a high standard of design and construction for Development on the parcel to protect the investment of Residents and ensure that appropriate construction methods and practices are adopted by Residents;
- (2) enhance the visual attractiveness of the parcel and provide a co-ordinated and consistent Development style and standard;
- (3) to ensure that design and landscaping conditions of Development approvals are complied with; and
- (4) to ensure that the Common Property and individual Lots are maintained to a consistently high standard.

20.2 Development must comply with the lawful Requirements of Assessing Authorities.

20.3 The Owners Corporation and each Resident must ensure that:

- (1) landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;
  - (2) existing vegetation on the parcel is retained in its natural state as far as it is practicable to do so: and
  - (3) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority or the Owners Corporation.
- 20.4 Development on the parcel (including on a Lot) must be to a standard that does not have a detrimental effect on the amenity of the area or adjoining properties having regard to the design, orientation or construction materials used in Buildings erected on the parcel.
- 20.5 Nothing in this Development Control Code restricts or limits the operation of any Development consent or approval affecting the parcel or limits the right of an Assessing Authority to impose conditions on future Development of the parcel.
- 20.6 If it is held by a court of competent jurisdiction that:
- (1) any part of this Development Control Code is or would be void, voidable, illegal or unenforceable;
  - (2) the application of any part of this Development Control Code to any person or circumstances is or will become invalid or unenforceable; or
  - (3) unless any part of this Development Control Code were severed from this Development Control Code that part will be severable and will not affect the continued operation of the remaining conditions of this Development Control Code.
- 20.7 This Development Control Code regulates the quality of design and Development by:
- (1) maintaining within the parcel a residential community which is aesthetically pleasing, functionally convenient and capable of maintaining itself by application and enforcement of standards compatible and consistent with this Development Control Code;
  - (2) promoting those qualities in the parcel which bring value to the Lots;
  - (3) maintaining the parcel as an attractive and functional place to live, by requiring a harmonious relationship between Development and the environment; and
  - (4) creating clear procedures and criteria for Development.
- 20.8 The design objectives of this Development Control Code are:
- (1) to establish an architectural theme based around the features which define the Strata Scheme;
  - (2) to promote a peaceful, relaxed and secure lifestyle for Residents; and
  - (3) to develop and maintain an atmosphere of style and elegance in the community.
- 20.9 This Development Control Code binds the Owners Corporation, the members of the Owners Corporation, and the Residents to the same extent as if this Development Control Code had been signed and sealed by the Owners Corporation, each member of the Owners Corporation and each Resident respectively and as if it contained mutual covenants to observe and perform all the provisions of this Development Control Code.
- 20.10 No Resident will undertake any Development on a Lot until the Owners Corporation's approval has been obtained and, where necessary, Assessing Authority approval has been obtained.
- 20.11 Development must be undertaken in a manner which ensures minimum disruption to Residents and without limitation:
- (1) adjoining Lots are not to be used for the storage or dumping of any construction materials or debris unless prior arrangements have been made with the Resident of the Lot and the Owners Corporation;
  - (2) for security purposes, the Resident must give the Owners Corporation a list of all contractors associated with the Development prior to the commencement of the Development;



- (3) Residents must provide the Owners Corporation with a 24 hour emergency contact number for the Development;
  - (4) construction hours are Monday to Saturday 7 a.m. to 6 p.m. excluding Good Friday, Anzac Day, Christmas Day, Boxing Day and New Year's Day;
  - (5) the Owners Corporation must be notified immediately of any damage to an area outside the Lot;
  - (6) Residents must ensure that contractors provide suitable facilities, such as a "rubbish skip" for the temporary storage of building material from the commencement of construction on the Lot and that they observe the directions of the Owners Corporation about the placement of those facilities;
  - (7) rubbish must not be allowed to blow onto any adjoining Lot or Common Property and the Owners Corporation reserves the right to remove any such rubbish at the Resident's expense;
  - (8) the parcel roads must be kept clear of all building materials, rubbish and equipment;
  - (9) the Resident must ensure that its contractors do not bring dogs onto the parcel and contractors with dogs will not be given access and will be instructed to leave the parcel; and
  - (10) dirt, gravel or any other material must not be left on Common Property.
- 20.12 Exterior cladding must consist predominantly of finishes consistent with other Buildings on the parcel. Complementary use of glazing, timber and architectural finishes is permitted.
- 20.13 Exterior wall cladding must be within the colour range of pastel to muted earth tones complimentary to the approved roofing colours and compatible with other Buildings on the parcel.
- 20.14 Fascia boards, trim and exposed metalwork must be colour co-ordinated with the Buildings on the Lot. Unpainted metalwork is not permitted.
- 20.15 Clotheslines must not be visible from outside the Lot.
- 20.16 Landscape design or the selection of species that are likely to unreasonably interfere with the amenity enjoyed by Residents of neighbouring Lots are not permitted.
- 20.17 Residents must maintain all the trees and all the landscaping within the Resident's Lot to a standard acceptable to the Owners Corporation.
- 20.18 Existing trees can only be removed from a Lot with the prior permission of the Owners Corporation.
- 20.19 The Owners Corporation may from time to time issue minimum design objectives and guidelines for the Strata Scheme.
- 20.20 The Owners Corporation may meet from time to time to review the architectural review process established under these By-laws.
- 20.21 The Owners Corporation may appoint design professionals from time to time to assist the Owners Corporation in properly performing the architectural review process. The necessary qualifications of the design professionals appointed will be determined by the Owners Corporation and they will be persons qualified and competent to practise, in the sole opinion of the Owners Corporation, in the design of the relevant Development.
- 20.22 The architectural review process is to:
- (1) consider applications for Owners Corporation approval for Development and advise the Owners Corporation if the application complies with this Development Control Code, including the minimum design objectives and guidelines for any Development or, where no minimum design objectives and guidelines have been issued, if the application is consistent with Development on other Lots within the immediate precinct of the Lot;

- (2) recommend to the Owners Corporation that an application be approved (conditionally or unconditionally) or that the application be disapproved;
- (3) inspect the Development in progress or completed to ensure its conformity with the Owners Corporation approval and advise the Owners Corporation if any Development is not being carried out or has not been carried out in accordance with the approval; and
- (4) perform such other duties on behalf of the Owners Corporation as are assigned to it from time to time by the Owners Corporation.

20.23 Written applications for approval for any Development may be made by the Resident or a person with the written consent of the Resident, and must be accompanied by:

- (1) details and plans of any proposal for Development by a Resident;
- (2) descriptions and samples of exterior materials and colours and external light fittings;
- (3) a description of construction arrangements, techniques and proposed access to the Lot;
- (4) a works program with clearly stated start and completion dates;
- (5) the fee determined by the Owners Corporation;
- (6) reports of appropriately qualified professionals certifying compliance with specific requirements of this Development Control Code, where required by the Assessing Authority or the Owners Corporation; and
- (7) other information reasonably required from time to time by the Owners Corporation.

20.24 Where the Owners Corporation approves an application conditionally, the conditions may include but are not limited to:

- (1) submission of any additional plans and specifications or such other information as required by the Owners Corporation;
- (2) changes being made to any of the items or information included in the application;
- (3) commencement and completion within specified times; and
- (4) payment by the Resident to the Owners Corporation of a bond or bank guarantee of such amount determined by the Owners Corporation having regard to the level or extent of the Development proposed, to be held by the Owners Corporation as security for:
  - (a) the Resident carrying out the Development in accordance with the Owners Corporation's approval; and
  - (b) any damage caused by the Resident or by the Resident's contractors, servants, agents or employees.

20.25 The Owners Corporation may use the bond or bank guarantee to reimburse the Owners Corporation at any time for any expenses incurred by the Owners Corporation in rectifying a failure by a Resident to comply with the Development Control Code and any damage caused by the Resident or by the Resident's contractors, servants, agents or employees. The Resident may be required to execute a Development bond agreement in the terms required by the Owners Corporation.

20.26 Where approval (conditional or unconditional) has been given under for Development, the Resident or the Resident's contractors, servants, agent or employees must, unless the application is at any time withdrawn, carry out the Development in accordance with the approval.

20.27 All approvals must be affixed with the Owners Corporation approval stamp and undersigned by a person authorised by the Owners Corporation for this purpose.

- 20.28 The approval of the Owners Corporation for any Development will not constitute a waiver of any right to approve conditionally or disapprove any similar Development subsequently or additionally submitted for Owners Corporation approval.
- 20.29 The Owners Corporation may establish a scale of fees payable from time to time to the Owners Corporation for submission of an application to the Owners Corporation. The Owners Corporation may vary the scale of fees at any time.
- 20.30 The scale of fees will reflect the type of application including, but not limited to, a new Development application or alterations or extensions to an existing Development.
- 20.31 The scale of fees may be structured as:
- (1) an initial fee payable at the lodgement of an application;
  - (2) a second fee payable for the review by the Owners Corporation of an application that has been substantially amended, payable at the time the application is resubmitted for approval;
  - (3) a further fee for each subsequent review of an application that has been substantially amended payable at the time the application is resubmitted for approval;
  - (4) additional fees payable upon request by the Owners Corporation to reimburse the cost of engaging any consultant, including any design professional; retained to assist the Owners Corporation in considering an application;
  - (5) a CATV supply and installation fee; and
  - (6) an inspection fee after the completion of unsuccessful inspections.
- 20.32 If the Owners Corporation notifies a Resident that the Development has not been completed in accordance with approvals under this Development Control Code, the Owners Corporation will:
- (1) notify the Resident in writing of the non-compliance;
  - (2) specify the particulars of non-compliance; and
  - (3) require the Resident to remedy the non-compliance within 30 days of receipt of the notice.
- 20.33 Neither the Owners Corporation, nor its duly authorised representative, will be liable to any Resident for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Development Control Code, unless it is due to the wilful misconduct, bad faith, or criminal act of the Owners Corporation or its duly authorised representative.
- 20.34 Approvals (conditional or unconditional) of any application will not be construed as compliance by the Development with any Requirement relating to or regulating construction of the Development or the structural soundness of the Development.
- 20.35 The Owners Corporation may permit non-compliance with this Development Control Code if:
- (1) the Resident makes a written request (or consents in writing to such request) for the Owners Corporation's permission;
  - (2) the non-compliance is of a minor nature; and
  - (3) the design objectives will be enhanced.
- 20.36 The Owners Corporation must give written notice to the Resident of its endorsement of non-compliance. The granting of any endorsement will not operate to authorise non-compliance with this Development Control Code for any purpose except as to the particular Lot and particular clause covered by the endorsement, and only to the extent specified.
- 20.37 The Owners Corporation authorisation of non-compliance will not affect the Resident's obligations to comply with all Requirements affecting the Development.
- 20.38 If the Resident does not rectify the non-compliance within the period set out in a notice delivered by the Owners Corporation, the Owners Corporation (by itself, its agents, employees or contractors) may,

at the Resident's expense, enter the Lot and remove the non-complying Development or any part of the Development and the Owners Corporation may recover the expense of removal as a liquidated debt from the Resident or may deduct the expense from the Development bond.

20.39 The Owners Corporation may take any other action (which it is empowered to take under the Act) it considers necessary to remedy a breach of this Development Control Code and may recover the expense the Owners Corporation incurs as a result from that Resident as a liquidated debt or may require all work on the Development site to cease and may restrict the access of agents, employees or contractors.

20.40 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation in connection with a breach of this Development Control Code or any action taken by the Owners Corporation in accordance with this Development Control Code.

20.41 To the extent that there is any inconsistency between the provisions of this Development Control Code and a Development consent or approval issued by an Assessing Authority, the provisions of that Development consent or approval prevail.

20.42 The Residents of Lots 18 and 115 will not be required to comply with this By-law 20 to the extent that the Development Control Code relates to development of a Lot as residential accommodation or as a serviced apartment and provided Lots 18 and/or Lot 115 is used for commercial purposes.

20.43 This By-law 20 does not apply to the Developer.

#### **By-law 21 - Floor Coverings**

21.1 Residents must ensure that the floor surface within that Resident's Lot (other than any floor of a kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from such floor surface likely to disturb the peaceful enjoyment of the Resident of another Lot.

21.2 By-law 21.1 does not apply to Lots 18 and 115.

#### **By-law 22 - Facilities Agreement**

22.1 The Owners Corporation has the power and function to enter into the Facilities Agreement to provide access to the Facilities for Residents.

#### **By-law 23 - Use of Facilities**

23.1 The Owners Corporation acknowledges that Residents are entitled to use the Facilities in accordance with the rights granted to the Owners Corporation under the Facilities Agreement.

23.2 So long as they remain members of the Club, Residents must:

- (1) not create any noise or disturbance or behave in a manner likely to interfere with the peaceful enjoyment of the Facilities by other Residents or Club members; and
- (2) observe the Club Rules.

23.3 The Owners Corporation must use its best endeavours to ensure Residents observe the Club Rules including but not limited to rules in relation to:

- (1) the hours of use;
- (2) restrictions on use;
- (3) persons entitled to use; and
- (4) bookings and other procedures.

23.4 The Owners Corporation must keep an up to date and independent log of Residents' Club memberships including type, duration and limitations on those memberships as provided by the Club.

23.5 Should the Club cease to operate or the Facilities for any reason become unavailable (other than on a temporary basis) the Owners Corporation must:

- (1) ensure that Residents do not use the Facilities; and
- (2) collect and return to the Club, all Club memberships and access keys, cards and other related items which allow access to the Facilities.

#### **By-law 24 - Caretaking Agreement**

24.1 The Owners Corporation has the function to and the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the Building ("Resident Manager") which agreement may provide for:

- (1) a term of years with rights for early determination by either the Owners Corporation or the Resident Manager;
- (2) the provision of services consistent with use of the Lots as residential apartments;
- (3) the cleaning, caretaking, security supervision and service of the Common Property and for the general repair, maintenance, renewal or replacement of the Common Property;
- (4) the provision of Services to Residents;
- (5) the supervision of any employees or contractors of the Owners Corporation;
- (6) the control and supervision of the Common Property;
- (7) the arbitration of disputes between the Owners Corporation and the Resident Manager; and
- (8) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.

24.2 At the expiration of an agreement entered into under this By-law, the Owners Corporation may enter into a further agreement under this By-law.

24.3 The Owners Corporation may not without the written consent of the Resident Manager enter into more than one agreement under this By-law at any one time.

#### **By-law 25 - Obstruction of Resident Manager**

25.1 A Resident must not:

- (1) interfere with or obstruct the Resident Manager from performing its duties under any agreement entered into under By-law 24; or
- (2) interfere with or obstruct the Resident Manager from using any part of the Common Property designated by the Owners Corporation for the Resident Manager's use in carrying out the services set out in By-law 24.

#### **By-law 26 - Amenities and Services**

26.1 The Owners Corporation has the function to and may determine and enter into arrangements for the provision of amenities or Services to one or more of the Lots or to Residents or their Invitees and may without limitation:

- (1) establish and maintain amenities and Services for the Strata Scheme and Residents: and

- (2) engage or authorise others to provide amenities or Services for the benefit of the Strata Scheme and Residents.

26.2 The Owners Corporation may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with the provision of amenities or Services including those referred to in By-law 26.5 and for the engagement or authorisation of service contractors and others to provide or supply amenities or Services.

26.3 Without limitation, Services the Owners Corporation may provide include any or all of the following:

- (1) window and general cleaning;
- (2) garbage disposal and recycling Services;
- (3) utility Services of any nature including those referred to in these By-laws;
- (4) telecommunication and CATV Services; and
- (5) security Services.

26.4 Any funds generated in the hands of the Owners Corporation surplus to the costs of providing amenities or Services as a result of the levying of charges for the provision or supply of amenities and Services under agreements referred to in this By-law must be applied by the Owners Corporation to its administrative fund in reduction of liabilities of the Owners Corporation and in this way for the benefit of Residents.

26.5 If the Owners Corporation provides or supplies amenities or Services under this By-law, it may:

- (1) enter into agreements with Residents setting out the terms on which the Owners Corporation will charge for the provision or supply of amenities and Services and recover the costs of providing or supply amenities or Services including charges for:
  - (a) provision or supply of the amenities or Services;
  - (b) installation and connection to the relevant Service Infrastructure;
  - (c) servicing and maintenance of amenities or Service Infrastructure utilised in the provision or supply of an amenity or Service to a particular Resident;
  - (d) disconnection and reconnection fees (if applicable); and
  - (e) advance payments or security deposits to be provided in connection with the provision or supply of an amenity or Service;
- (2) establish the basis for charges for provision or supply of amenities or Services;
- (3) establish a system of accounts and invoices in connection with the supply or provision of amenities or Services and rendering of accounts to Residents as appropriate;
- (4) recover any amounts when due and payable from any Resident under applicable accounts rendered (under the terms of agreement) and if an account is unpaid by the due date:
  - (a) recover any unpaid amount as a liquidated debt;
  - (b) recover interest on any unpaid account;
  - (c) disconnect or discontinue the provision or supply of an amenity or Service to the relevant Resident;
  - (d) charge a reconnection fee (if applicable) to restore an amenity or Service to the relevant Resident; and

- (e) increase the advance payment or security deposit for provision or supply of an amenity or Service to the relevant Resident.

26.6 The Owners Corporation is not liable for any loss or damage suffered by any Resident as a result of any failure of the provision or supply of an amenity or Service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting provision or supply by the Owners Corporation.

26.7 Each Resident must:

- (1) allow the Owners Corporation and its agents, contractors, or employees access to any Service Infrastructure used in connection with amenities or Services;
- (2) comply with all requirements of the Owners Corporation imposed in connection with provision or supply of amenities or Services by the Owners Corporation; and
- (3) maintain any Service Infrastructure used in connection with the provision or supply of amenities or Services by the Owners Corporation and which is located in or on a Lot and which is used in connection with provision or supply of amenities and Services by the Owners Corporation.

26.8 Nothing in this By-law obliges a Resident to use or purchase an amenity or Service from the Owners Corporation or limits or restricts the rights of any Resident to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

#### **By-law 27 - Power of Owners Corporation to Enter into Other Agreements**

27.1 Without limitation to its other powers, the Owners Corporation has the function to and the power and authority appoint and to enter into other agreements to provide for Services to the Common Property or Residents as necessary including but not limited to:

- (1) an agreement with a person or corporation to provide for the management of administrative matters for the Strata Scheme which agreement may provide for:
  - (a) convening and attending annual general meetings of the Owners Corporation and preparing and forwarding minutes of those meetings;
  - (b) preparing and forwarding annual statements of accounts and budgets;
  - (c) preparing and forwarding notices of administrative and sinking fund levies;
  - (d) receipting, banking and accounting money paid to the Owners Corporation;
  - (e) reconciling bank statements for the Owners Corporation;
  - (f) paying Owners Corporation accounts;
  - (g) keeping Owners Corporation accounting records; and
  - (h) maintaining registers of assets, engagements and authorisations, allocations of exclusive use and authorisations concerning Common Property; and
- (2) an agreement and authorisation with a person or corporation to provide for the management of letting of Lots and ancillary services and amenities for some or all Residents and on an exclusive basis;
- (3) an agreement and authorisation with a person or corporation to provide for security services to be provided to the Owners Corporation and lots in the Strata Scheme;
- (4) an agreement and authorisation to enter into an agreement relating to the use of Residents of facilities (such as gymnasium facilities).

**By-law 28 – Easement**

28.1 Without limitation to its other powers, the Owners Corporation may execute an easement for access or other easement rights which either burdens or benefits Common Property, provided that the easement:

- (1) does not materially prejudice the rights of a Resident; and
- (2) does not materially affect the amenity of the Strata Scheme.

**By-law 29 - Consent of Owners Corporation**

29.1 A consent given by the Owners Corporation under any By-law is revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Resident to whom the consent or approval is given is responsible at their own cost for compliance with the terms of the consent.

**By-law 30 - Complaints and Applications**

30.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the Managing Agent.

**By-law 31 - Air Conditioning - Special Privileges**

31.1 Any Resident for the time being of a lot who has air conditioning plant and equipment located in any part of the common property shall have special privileges in respect of that area of the common property where such plant and equipment is located for the purposes of keeping and maintaining air conditioning plant and equipment that services the air conditioning system for the lot.

31.2 The Owners Corporation shall 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 a resident has the special privilege of under this By-law but the Resident who has special privileges must maintain any air-conditioning plant and equipment that services their lot on such special privilege area at its cost.

31.3 Any Resident of a lot who has the special privilege in respect of the area of the common property where the air conditioning plant and equipment servicing that Resident's lot is located must keep any such plant and equipment in this area in a good condition so that it does not cause disturbance or nuisance to any other Resident in the Strata Scheme.

**By-law 32 - Residents' Parking**

32.1 A Resident must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.

32.2 All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a safe speed.

**By-law 33 - Display Units**

33.1 While the Developer is an owner, occupier or lessee of a Lot in the Strata Scheme, the Developer and its agents will be entitled to use a Lot as a display unit for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the Lot or Lots and the Developer may conduct an auction sale from such Lot.

33.2 The Developer and its agents are entitled to erect signs and advertising on the Lot and parcel.

33.3 The Developer shall be entitled, for the purposes of exercising its rights under this By-law full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day.



**By-law 34 - Visitors' Car Park**

- 34.1 A Resident shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 34.2 A Resident shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

**By-law 35 - Use of Recreation Facilities**

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

- 35.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 35.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 35.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 35.4 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;
- 35.5 that no use is made of the Recreation Facilities between the hours of 10.00 pm and 6.00 am or other hours set from time to time by the Executive Committee;
- 35.6 that the Resident and their invitees and guests are suitably attired at all times;
- 35.7 that the Resident and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Resident Manager.

**By-law 36 - Rules re Recreation Facilities**

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

**By-law 37 - Maintenance of Recreation Facilities**

- 37.1 A Resident shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

**By-law 38 - Auction Sales**

- 38.1 Subject to By-law 33 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 Strata Scheme without the prior approval in writing of the Executive Committee.

**By law 39 - Joint Liability**

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

**By-law 40 - Use of Lots**

- 40.1 Subject to By-law 40.2 and By-law 40.5, all lots shall only be used for residential/serviced apartment

purposes.

- 40.2 Lot 18 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services and/or management office and/or day spa or any other commercial purpose determined by the owner of Lot 18 ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-laws as the management and letting services).
- 40.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.
- 40.4 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.
- 40.5 Despite By-laws 2.1 and 40.1, Lot 115, Lot 18 and any other lot nominated by the Developer from time to time may be used for commercial purposes, including, without limitation, for the purposes of a licensed restaurant.

#### **By-law 41 - Executive Committee may Employ**

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

#### **By-law 42 - Notices**

- 42.1 A Resident, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

#### **By-law 43 - Recovery of Costs**

- 43.1 An owner of a Lot (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
- (1) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-laws of the Owner's Corporation;
  - (2) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.
- 43.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-
- (1) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (2) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

#### **By-law 44 - Recovery by Owner's Corporation**

- 44.1 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-laws by any owner or the tenants, guests, servants, employees, agents: children:

invitees or licensees of the owner or any of them, the Executive Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

#### **By-law 45 - Liquor Licence**

- 45.1 The Owner's Corporation and Residents must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of the sale and supply of liquor on the Common Property.
- 45.2 Each Resident must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of their Lot.

#### **By-law 46 - Power to Enter into Licence Agreements**

- 46.1 The Owner's Corporation has the function to and may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of provided that such licence agreements do not interfere with any businesses being conducted on the Common Property or in Lots 18, 115.

#### **By-law 47 - Bulk Supply of Electricity, Water and other Utility Services**

- 47.1 The Owner's Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owner's Corporation has the power and function to enter into an agreement with a Supplier on terms decided by the Executive Committee, or if the agreement is outside of the scope of the Executive Committee's authority, the Owner's Corporation.
- 47.2 The Owner's Corporation has the power and function to enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase, sale and administration of the Utility Services ("Utilities Manager").
- 47.3 The Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.
- 47.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.
- 47.5 Subject to this By-law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation. Owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.
- 47.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.
- 47.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-law.

- 47.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.
- 47.9 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.
- 47.10 The Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied, or the Utilities Manager may give to the owner of a lot an account for the electricity supplied. By-law 43 and By-law 39 apply to such payments.
- 47.11 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:
- (1) the agreement with the Supplier is terminated;
  - (2) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or
  - (3) the Consumer does not pay for the supply of the Utility Service by the due date.
- 47.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.
- 47.13 The Utilities Manager (or other person nominated by the Executive Committee) must, if asked by a proposed assignee or transferee of a Lot who has written authority from the owner of the Lot to do so, disclose the amount of outstanding service accounts for the relevant Lot.
- 47.14 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-law and the Terms of Supply.
- 47.15 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 47.16 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations.
- 47.17 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.
- 47.18 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.
- 47.19 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.
- 47.20 Any account delivered by the Owner's Corporation to an individual Lot owner 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:

- (1) charge interest at the rate of 20% per annum on the outstanding amount (calculated daily);
- (2) 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
- (3) disconnect the supply of the Utility Service to the relevant lot.

**By-law 48 - Exclusive Use - Carparking Areas**

- 48.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 48.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of carparking only.
- 48.3 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 a Resident has the exclusive use of under this By-law provided that the Resident 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 Resident's negligent act or omission.
- 48.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 49 - Exclusive Use - Storage Areas**

- 49.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 49.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of storage only.
- 49.3 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 a Resident has the exclusive use of under this By-law provided that the Resident shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the Resident's negligent act or omission.
- 49.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 50 - Exclusive Use - Courtyard Areas**

- 50.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the fourth column of Schedule 1 and identified on the sketch plan attached as Plan "B".
- 50.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of a courtyard to be used in conjunction with the lot to which the exclusive use area attaches.
- 50.3 The Owners 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 a Resident has the exclusive use of under this By-law provided that the Owners Corporation may

recover from the owner of the lot that has the benefit of the exclusive use area the costs and expenses incurred by the Owners Corporation (or its employees, servants or agents) in undertaking such maintenance and repairs. Such costs shall be as determined by the Owners Corporation and payable at such times as determined by the Owners Corporation.

- 50.4 No improvement shall be made or Development undertaken on the exclusive use areas without the consent of the Owners Corporation. No furniture or other chattels shall be kept or maintained on the exclusive use area unless such furniture or chattels comply with this By-laws or are otherwise approved by the Owners Corporation.
- 50.5 the Owners Corporation is entitled to and authorised to enter into an exclusive use area granted under this By-law for the purposes of carrying out its obligations under this By-law or the Act.
- 50.6 In an emergency the Owners Corporation or a Resident may use any part of an exclusive use area for the purpose of accessing or egressing any part of the parcel.

**By-law 51 - Exclusive Use**

- 51.1 The Resident for the time being of a lot specified in the first column of the schedule below shall have the right of exclusive use and enjoyment of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "A" or "C".
- 51.2 The Resident of a lot that has the exclusive use 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.
- 51.3 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 a Resident has exclusive use of under this By-law subject to any obligations on the Resident of a lot that has exclusive use under this By-law as set out in the fourth column of the schedule below.
- 51.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any parts 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 cost of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column – Condition and Obligation of Owner/Occupier to Maintain
Lot 115	EU115	Dining area for patrons of business conducted from Lot 115. Area may be used for the sale/ consumption of liquor	1. Resident must keep area clean and tidy. 2. Resident must repair any damage caused to area (including any damage caused by the installation or removal of fixtures). 3. Resident must take out and maintain public liability insurance (noting the interest of the Owners Corporation) for at least \$5,000,000.00 for each occurrence. 4. No alterations or improvements may be made to the exclusive use area other than in accordance with these By-laws.
Lot 18	EU18A EU18C	Linen room/storage room.	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).

Lot 18	EU18B EU18F EU18J EU18K EU18L	Storeroom	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18D	Cleaners room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18E	Staff amenities room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18G	Storeroom	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents). 2. Resident shall subject to receiving reasonable notice grant access to any lot owner or their agents and/or contractors for the purpose of maintaining and servicing air conditioning plant and equipment that may belong to such lot owners and be located within this exclusive use area.
Lot 18	EU18H	Pool Equipment Room	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 115	EU115B	Carparks	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).

51.5 The right of exclusive use of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot is responsible for the compliance with By-Law 3.1;

Members of the Public are to be directed to use the sanitary facilities in the area labelled SR115F and for this purpose to install directional signage in the Lot 115 premises, at its cost;

- (2) A Member of the Public may not use any common property except to enter and to leave Lot 115 or for the purpose of which such areas may be used according to the third column, an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 51.5(2).

**By-law 52 - Special Privileges**

52.1 The Resident 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 "D". The rights granted under this By-Law 52.1 are not exclusive use rights.

52.2 The Resident 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.

52.3 The Owners 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 a resident has special privileges in respect of under this By-Law subject to any obligations imposed on the resident of a Lot that has special privileges under this By-Law as set out in the fourth column of the Schedule below.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column – Condition and Obligation of Owner/Occupier to Maintain
Lot 18	EU115A	To maintain a booking system and register to manage the licensing and use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the Invitee during the licence period of use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.
Lot 115	SRF115F	The right for the Resident, its Invitees and Members of the Public to use the sanitary facilities.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident, staff and patrons of business conducted from Lot 115.
Lot 115	SR115D	The right to use the relevant area for the purpose of: 1. Serving meals (including breakfast, lunch and dinner), food and beverages (including alcohol). 2. Conduct temporary functions. 3. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Respondent (or its agents or invitees).
Lot 115	SR115C	Subject to the condition that other Residents may continue to access	Resident to keep special right area clean and tidy and to repair any damage caused



		<p>the relevant area (even when it is being used by the party with the benefit of this special right) to access other parts of the Building, the right to use the relevant area for the purposes of:</p> <ol style="list-style-type: none"> <li>1. Conducting temporary functions.</li> <li>2. Conducting temporary activities or events.</li> </ol> <p>Area may be used for the sale/consumption of liquor.</p>	<p>to the special right area caused by the Resident (or its agent or invitees).</p>
Lot 18	SR115E	<p>To maintain a booking system and register to manage the use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.</p>	<p>Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the invitee during the licence period or use.</p> <p>Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.</p>

52.4 The special privilege in respect of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot must comply with By-Law 3.1 and By-Law 3.4;
- (2) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use sanitary facilities in the common property except sanitary facilities in an area of common property of which the owner of Lot 115 has a special privilege under By-Law 52;
- (3) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use any common property except to enter and to leave Lot 115 or for the purpose for which such areas may be used according to the third column, being an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 52.4(2).

**By-law 53 - Special Privilege for Caretaker/Letting Agent**

53.1 The Resident from time to time of Lot 18 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No Resident other than the Resident of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.

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

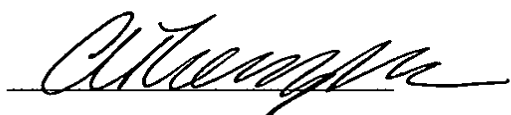
53.3 This By-law does not prevent:-

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

53.4 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 53.2 properly maintained and in a state of good and serviceable repair.

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Signature:

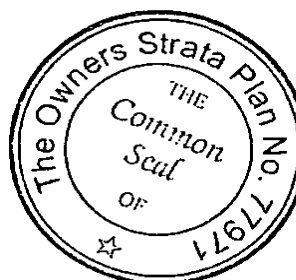


Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



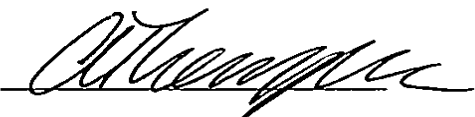
**SCHEDULE 1**

**Exclusive Use Carparking Areas Storage Areas and Courtyard Areas**

<b>First Column Lot</b>	<b>Second Column Carspace</b>	<b>Third Column Storage area</b>	<b>Fourth Column Courtyard area</b>
1	E1 as shown on Plan A attached	S1 as shown on Plan A attached	EU1 as shown on Plan B attached
2	E2 as shown on Plan A attached	Not applicable	Not applicable
3	E3 as shown on Plan A attached	Not applicable	Not applicable
4	E4 as shown on Plan A attached	Not applicable	Not applicable
5	E5 as shown on Plan A attached	Not applicable	Not applicable
6	E6 as shown on Plan A attached	Not applicable	Not applicable
7	E7 as shown on Plan A attached	Not applicable	Not applicable
8	E8 as shown on Plan A attached	Not applicable	Not applicable
9	E9 as shown on Plan A attached	Not applicable	Not applicable
10	E10 as shown on Plan A attached	Not applicable	Not applicable
11	E11 as shown on Plan A attached	Not applicable	Not applicable
12	E12 as shown on Plan A attached	Not applicable	Not applicable
13	E13 as shown on Plan A attached	Not applicable	Not applicable
14	E14 as shown on Plan A attached	Not applicable	Not applicable
15	E15 as shown on Plan A attached	Not applicable	Not applicable
16	E16 as shown on Plan A attached	Not applicable	Not applicable
17	E17 as shown on Plan A attached	Not applicable	Not applicable
18	E18 as shown on Plan A attached	S18 as shown on Plan A attached	Not applicable
19	E19 as shown on Plan A attached	Not applicable	Not applicable
20	E20 as shown on Plan A attached	Not applicable	Not applicable
21	E21 as shown on Plan A attached	Not applicable	Not applicable
22	E22 as shown on Plan A attached	Not applicable	Not applicable
23	E23 as shown on Plan A attached	Not applicable	Not applicable
24	E24 as shown on Plan A attached	Not applicable	Not applicable
25	E25 as shown on Plan A attached	Not applicable	Not applicable
26	E26 as shown on Plan A attached	Not applicable	EU26 as shown on Plan B attached

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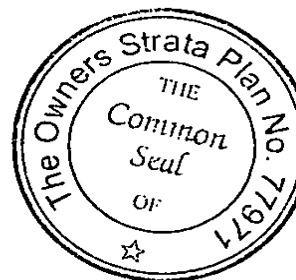


Name:

Andrew Hugh THOMPSON

Authority:

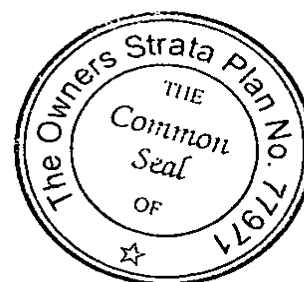
Strata Managing Agent



27	E27 as shown on Plan A attached	Not applicable	EU27 as shown on Plan B attached
28	E28 as shown on Plan A attached	Not applicable	EU28 as shown on Plan B attached
29	E29 as shown on Plan A attached	Not applicable	EU29 as shown on Plan B attached
30	E30 as shown on Plan A attached	Not applicable	EU30 as shown on Plan B attached
31	E31 as shown on Plan A attached	Not applicable	EU31 as shown on Plan B attached
32	E32 as shown on Plan A attached	S32 as shown on Plan A attached	EU32 as shown on Plan B attached
33	E33 as shown on Plan A attached	Not applicable	EU33 as shown on Plan B attached
34	E34 as shown on Plan A attached	Not applicable	Not applicable
35	E35 as shown on Plan A attached	Not applicable	Not applicable
36	E36 as shown on Plan A attached	Not applicable	Not applicable
37	E37 as shown on Plan A attached	Not applicable	Not applicable
38	E38 as shown on Plan A attached	Not applicable	Not applicable
39	E39 as shown on Plan A attached	Not applicable	Not applicable
40	E40 as shown on Plan A attached	Not applicable	Not applicable
41	E41 as shown on Plan A attached	Not applicable	Not applicable
42	E42 as shown on Plan A attached	Not applicable	Not applicable
43	E43 as shown on Plan A attached	Not applicable	Not applicable
44	E44 as shown on Plan A attached	Not applicable	Not applicable
45	E45 as shown on Plan A attached	Not applicable	Not applicable
46	E46 as shown on Plan A attached	Not applicable	Not applicable
47	E47 as shown on Plan A attached	Not applicable	Not applicable
48	E48 as shown on Plan A attached	Not applicable	Not applicable
49	E49 as shown on Plan A attached	Not applicable	Not applicable
50	E50 as shown on Plan A attached	Not applicable	Not applicable
51	E51 as shown on Plan A attached	Not applicable	Not applicable
52	E52 as shown on Plan A attached	Not applicable	Not applicable
53	E53 as shown on Plan A attached	Not applicable	Not applicable
54	E54 as shown on Plan A attached	Not applicable	Not applicable
55	E55 as shown on Plan A attached	Not applicable	Not applicable
56	E56 as shown on Plan A attached	Not applicable	Not applicable

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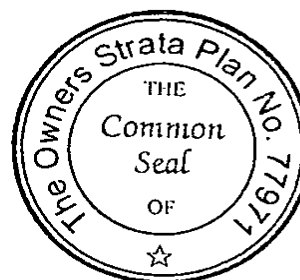
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



57	E57 as shown on Plan A attached	Not applicable	Not applicable
58	E58 as shown on Plan A attached	Not applicable	Not applicable
59	E59 as shown on Plan A attached	Not applicable	Not applicable
60	E60 as shown on Plan A attached	Not applicable	Not applicable
61	E61 as shown on Plan A attached	Not applicable	Not applicable
62	E62 as shown on Plan A attached	Not applicable	Not applicable
63	E63 as shown on Plan A attached	Not applicable	Not applicable
64	E64 as shown on Plan A attached	Not applicable	Not applicable
65	E65 as shown on Plan A attached	Not applicable	Not applicable
66	E66 as shown on Plan A attached	Not applicable	Not applicable
67	E67 as shown on Plan A attached	Not applicable	Not applicable
68	E68 as shown on Plan A attached	Not applicable	Not applicable
69	E69 as shown on Plan A attached	Not applicable	Not applicable
70	E70 as shown on Plan A attached	Not applicable	Not applicable
71	E71 as shown on Plan A attached	Not applicable	Not applicable
72	E72 as shown on Plan A attached	Not applicable	Not applicable
73	E73 as shown on Plan A attached	Not applicable	Not applicable
74	E74 as shown on Plan A attached	Not applicable	Not applicable
75	E75 as shown on Plan A attached	S75 as shown on Plan A attached	Not applicable
76	E76 as shown on Plan A attached	Not applicable	Not applicable
77	E77 as shown on Plan A attached	Not applicable	Not applicable
78	E78 as shown on Plan A attached	Not applicable	Not applicable
79	E79 as shown on Plan A attached	Not applicable	Not applicable

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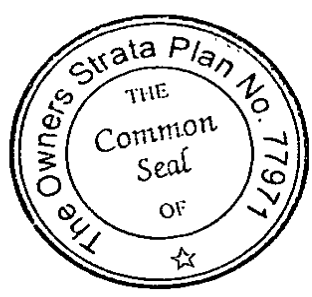
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



80	E80 as shown on Plan A attached	Not applicable	Not applicable
81	E81 as shown on Plan A attached	Not applicable	Not applicable
82	E82 as shown on Plan A attached	Not applicable	Not applicable
83	E83 as shown on Plan A attached	Not applicable	Not applicable
84	E84 as shown on Plan A attached	Not applicable	Not applicable
85	E85 as shown on Plan A attached	Not applicable	Not applicable
86	E86 as shown on Plan A attached	Not applicable	Not applicable
87	E87 as shown on Plan A attached	Not applicable	Not applicable
88	E88 as shown on Plan A attached	Not applicable	Not applicable
89	E89 as shown on Plan A attached	Not applicable	Not applicable
90	E90 as shown on Plan A attached	Not applicable	Not applicable
91	E91 as shown on Plan A attached	Not applicable	Not applicable
92	E92 as shown on Plan A attached	Not applicable	Not applicable
93	E93 as shown on Plan A attached	Not applicable	Not applicable
94	E94 as shown on Plan A attached	Not applicable	Not applicable
95	E95 as shown on Plan A attached	Not applicable	Not applicable
96	E96 as shown on Plan A attached	Not applicable	Not applicable
97	E97 as shown on Plan A attached	Not applicable	Not applicable
98	E98 as shown on Plan A attached	Not applicable	Not applicable
99	E99 as shown on Plan A attached	Not applicable	Not applicable
100	E100 as shown on Plan A attached	Not applicable	Not applicable
101	E101 as shown on Plan A attached	Not applicable	Not applicable
102	E102 as shown on Plan A attached	Not applicable	Not applicable

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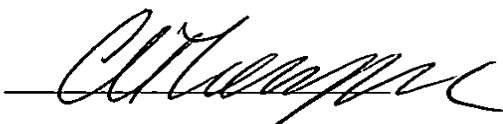
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



103	E103 as shown on Plan A attached	Not applicable	Not applicable
104	E104 as shown on Plan A attached	Not applicable	Not applicable
105	E105 as shown on Plan A attached	Not applicable	Not applicable
106	E106 as shown on Plan A attached	Not applicable	Not applicable
107	E107 as shown on Plan A attached	Not applicable	Not applicable
108	E108 as shown on Plan A attached	Not applicable	Not applicable
109	E109 as shown on Plan A attached	Not applicable	Not applicable
110	E110 as shown on Plan A attached	Not applicable	Not applicable
111	E111 as shown on Plan A attached	Not applicable	Not applicable
112	E112 as shown on Plan A attached	Not applicable	Not applicable
113	E113 as shown on Plan A attached	Not applicable	Not applicable
114	E114 as shown on Plan A attached	Not applicable	Not applicable

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Signature:

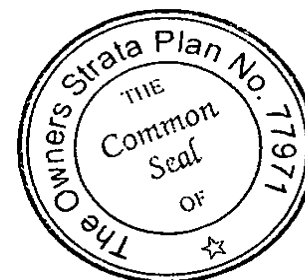


Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



**PLAN "A"**  
**Exclusive Use Carparking Areas and Storage Areas**

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Signature: 

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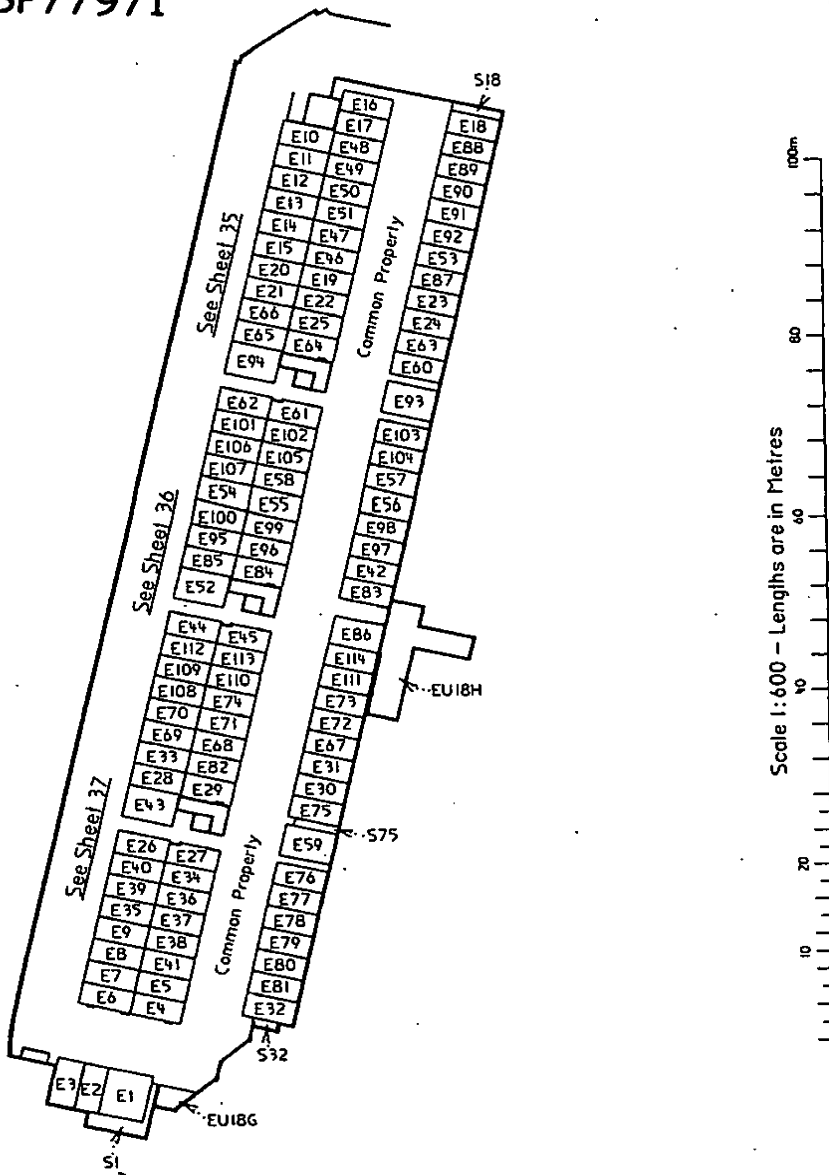
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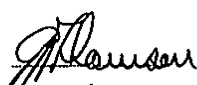



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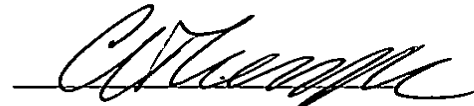
Sheet 34 of 54 Sheets

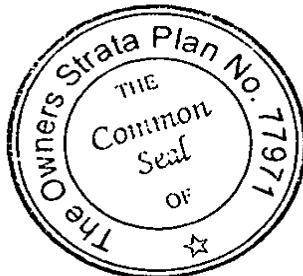


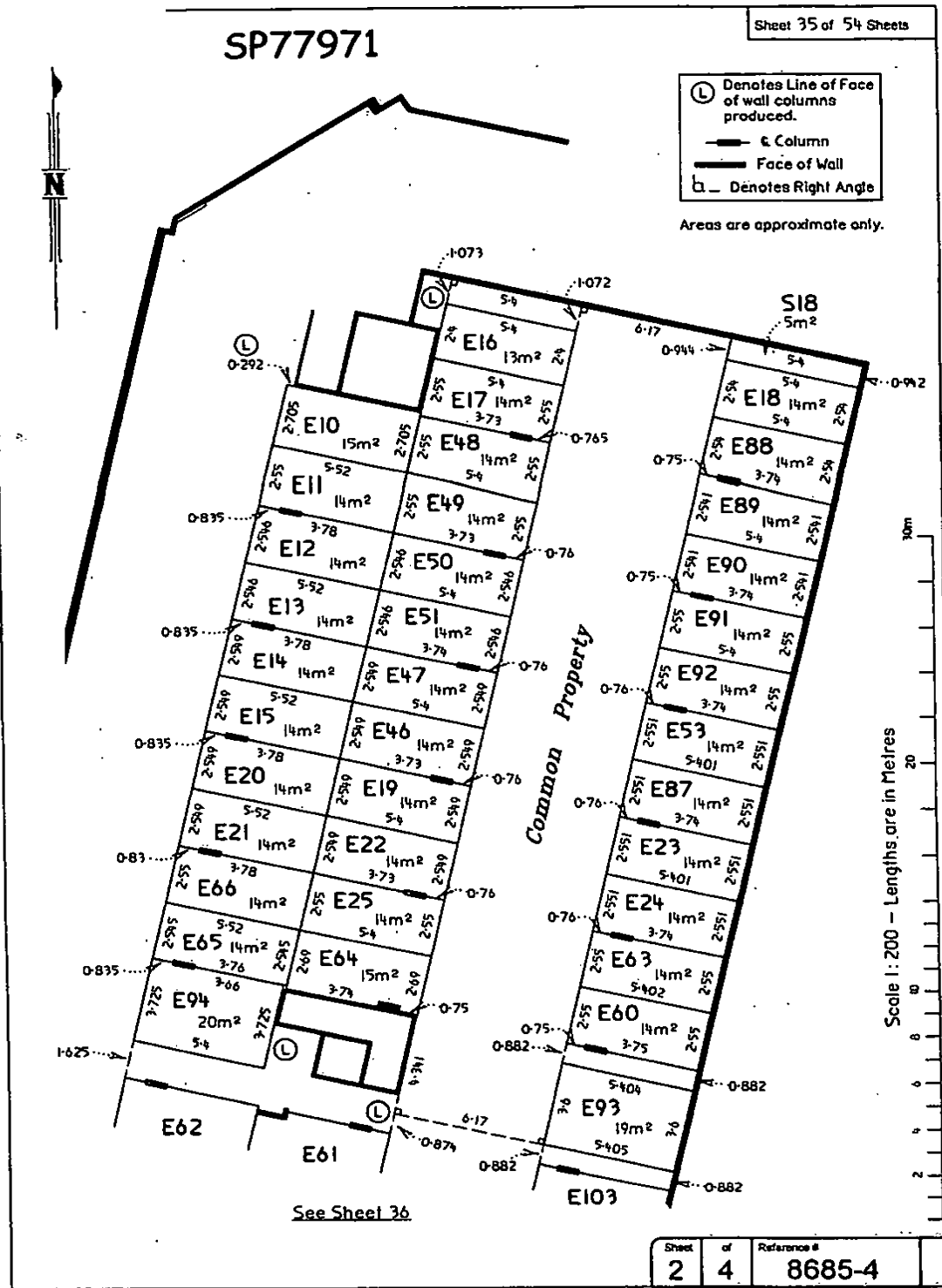
Scale 1:600 - Lengths are in Metres

I. GEOFFREY JAMES THOMSON of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.   Date: 16/11/2006	DATE 20/9/2006 JOB NO 8685 AUTOCAD 8085-6 GEOCOMP 808519 SURVEYED RC CHECKED BR QTAMAGED BR PARISH OF Casuarina COUNTY OF Rivers Scale 1:600	Title Plan of Exclusive Use Areas on Basement Floor Level in the Common Property in SP   MICHEL GROUP SERVICES A.O.C. 881738 133 A.B.N. 82 841 691 620	23 Cotton Street Naree QLD Australia 4211 Telephone 07 5502 2500 Facsimile 07 5500 4520  REGISTERED QUEENSLAND NOW SOUTH WILLES LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES  Email: <a href="mailto:enb@nichelservices.com.au">enb@nichelservices.com.au</a> Web Site: <a href="http://www.nichelservices.com.au">www.nichelservices.com.au</a>	Sheet 1 of 4 Reference 8685-6
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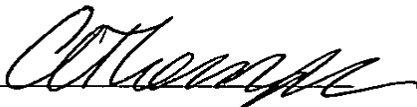
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Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent

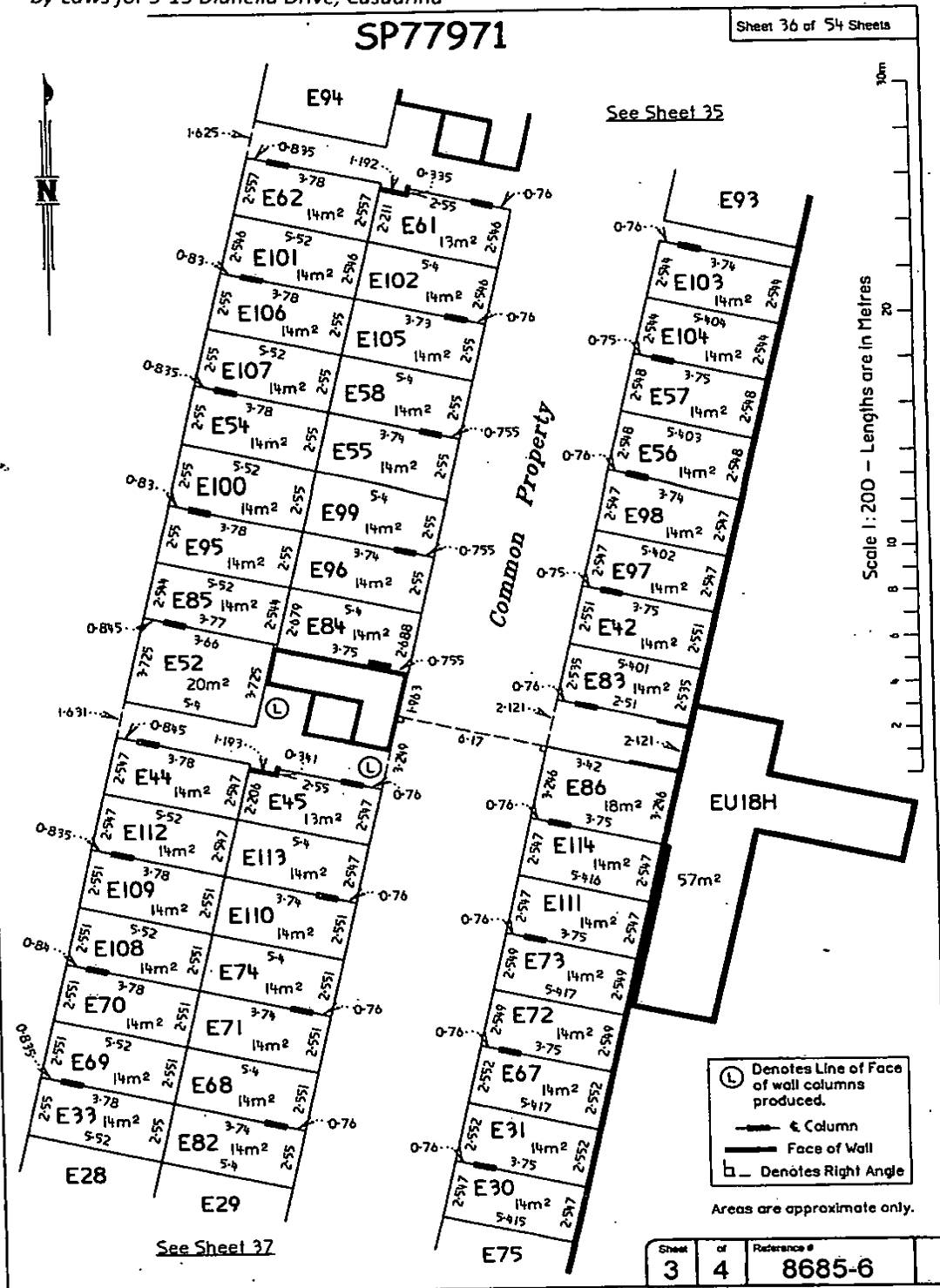




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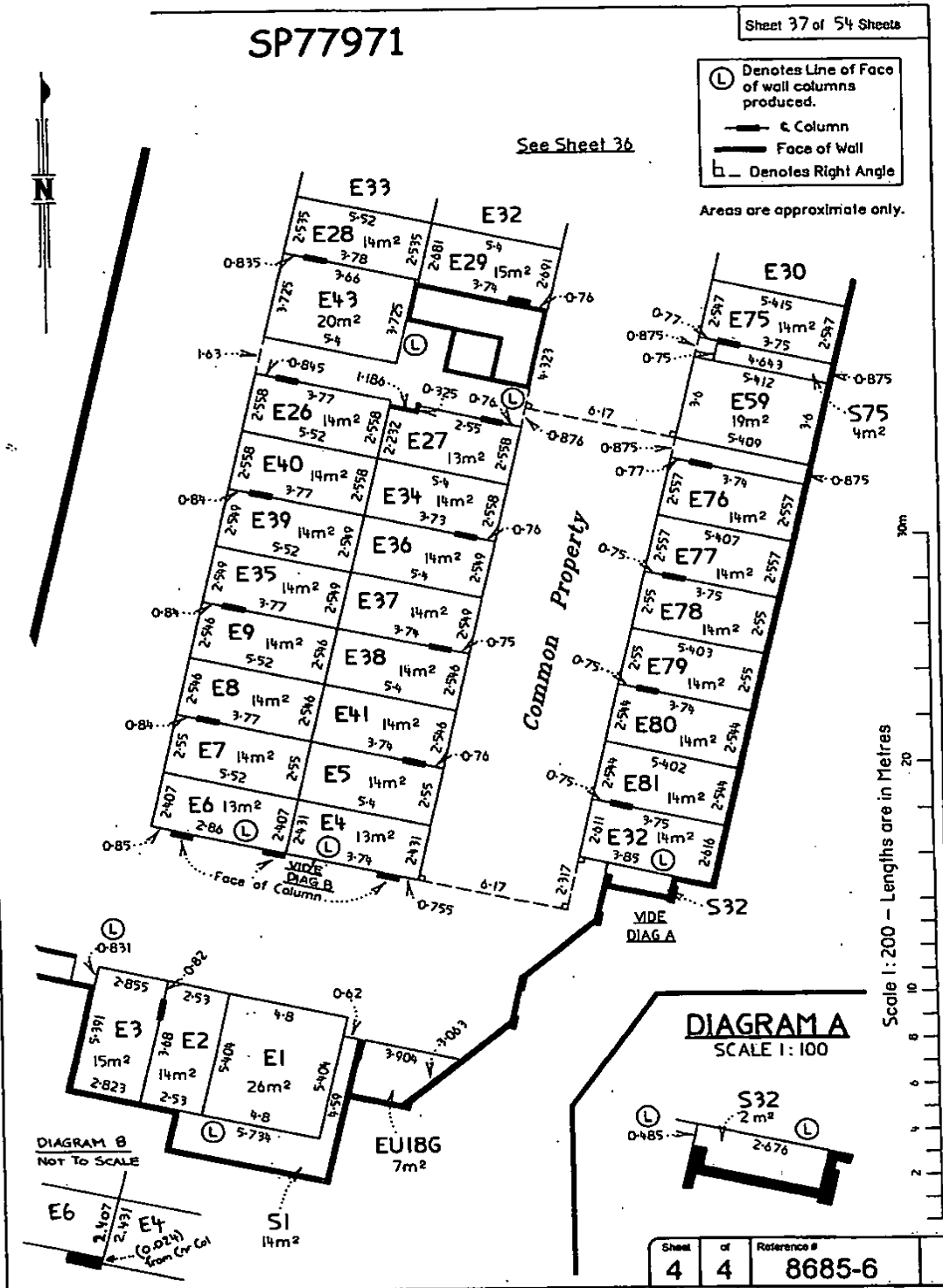




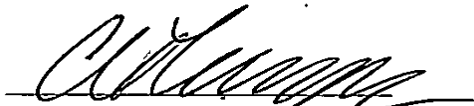
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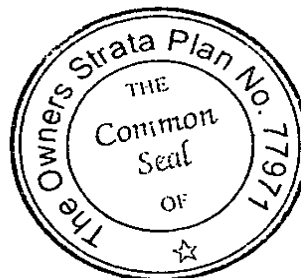


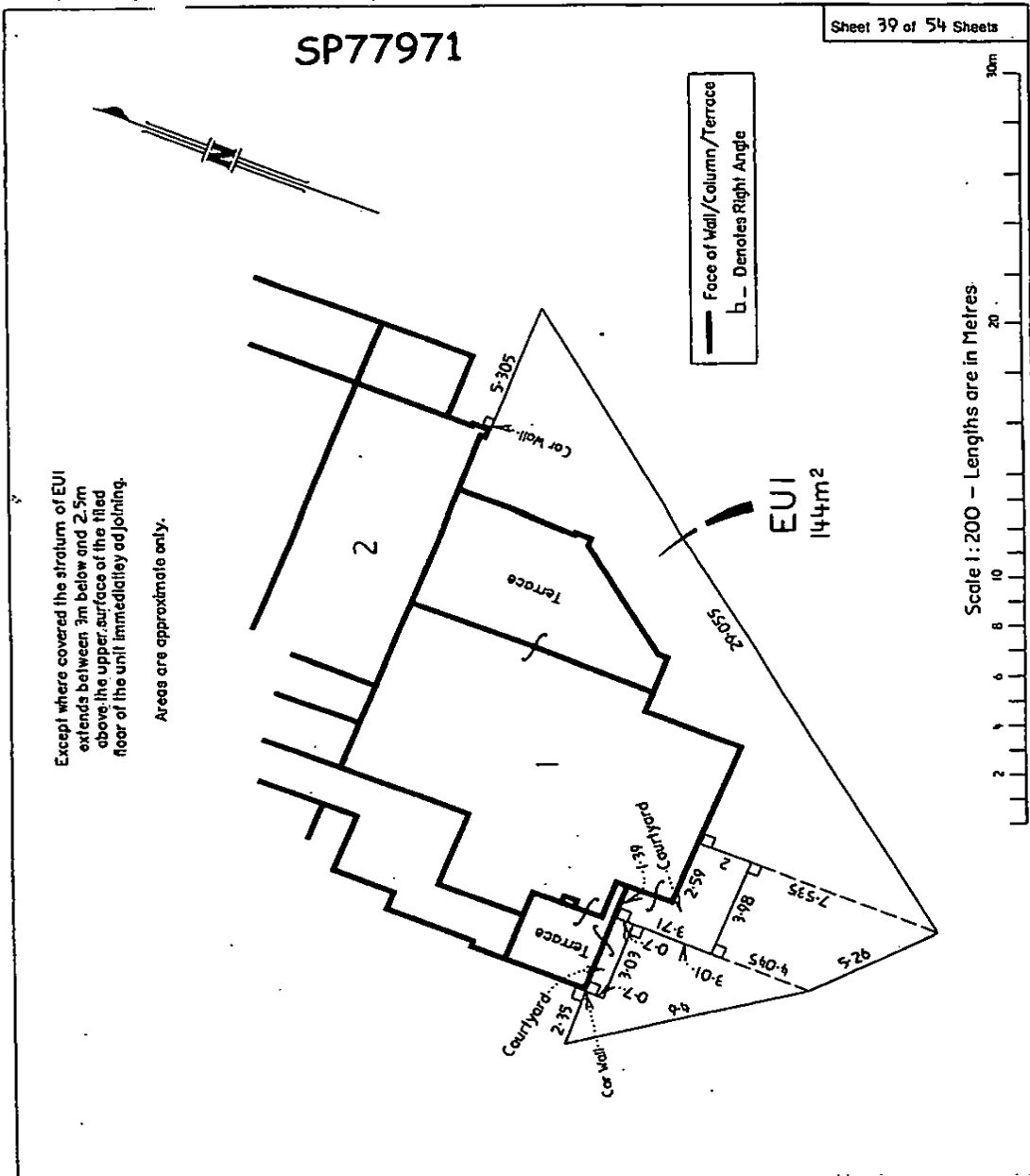
**PLAN "B"**

**Exclusive Use Courtyard Areas**

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent





Except where covered the stratum of EUI extends between 3m below and 2.5m above the upper surface of the tiled floor of the unit immediately adjoining.  
 Areas are approximate only.

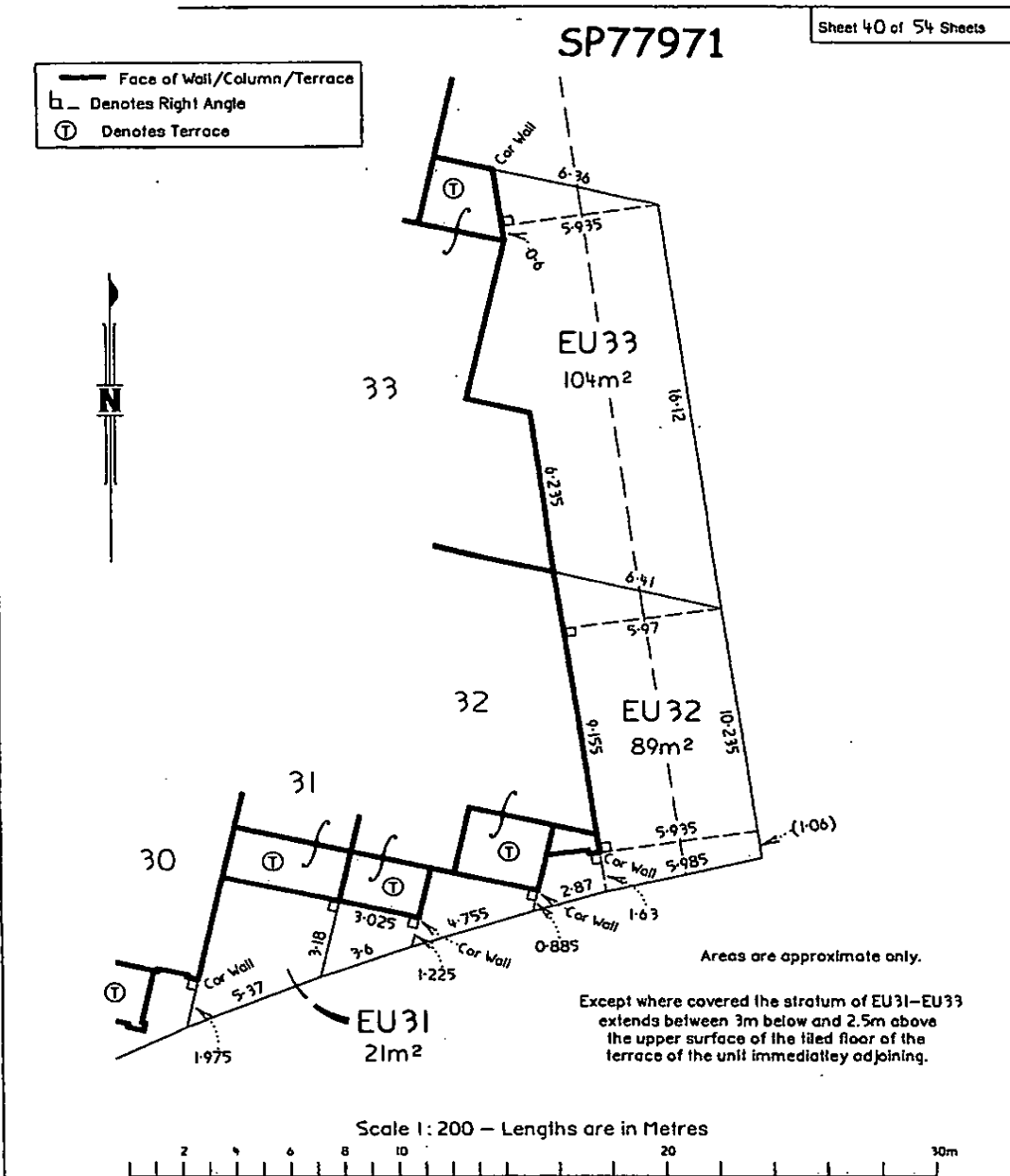
EUI  
 144m<sup>2</sup>

I, GEOFFREY JAMES THOMPSON of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.   Date: 16/11/2006	DATE	29/9/2006	Title Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP   <b>MICHEL</b> GROUP SERVICES A.S.L. 051 750 132 A.S.L. 02 341 021 028	23 Cozumel Street Mering QLD Australia 4311 Telephone 07 5302 2500 Facsimile 07 5302 4200  REGISTERED QUEENSLAND NEW SOUTH WALES LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES  Email: info@micelgroup.com.au Web Site: www.michelgroup.com.au	JOB NO 8685	Sheet 1 of 1 Reference 8685-4 B
	AUTOCAD	8685-4B				
	GEOCOMP	868521				
	SURVEYED	AA				
	CHECKED	BT				
	QUANTITY	BT				
	PARISH OF	Cudgen				
	COUNTY OF	Rous				
	Scale	1:200				

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent





Scale 1:200 - Lengths are in Metres



I. GEOFFREY JAMES THOMPSON of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.   Date: 16/11/2006	DATE 29/9/2006 JOB NO 8685 AUTOCAD 8685-8 GEOCOMP 904520 SURVEYED RC CHECKED AR DT/IMAGED AR PARISH OF Cudgen COUNTY OF Rous Scale 1:200	Title Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP   <b>MICHEL</b> GROUP SERVICES A.C.N. 981750 132 A.B.N. 52 981 891 833	23 Canton Street Narang QLD Australia 4211 Telephone 07 5502 2620 Facsimile 07 5500 4820  REGISTERED OVERSEAS NEW SOUTH WALES LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES  Email: a.taylor@micelgroup.com.au Web Site: www.micelgroup.com.au	Sheet 1 of 1 Reference 8685-8
--	---	--	--	-------------------------------

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

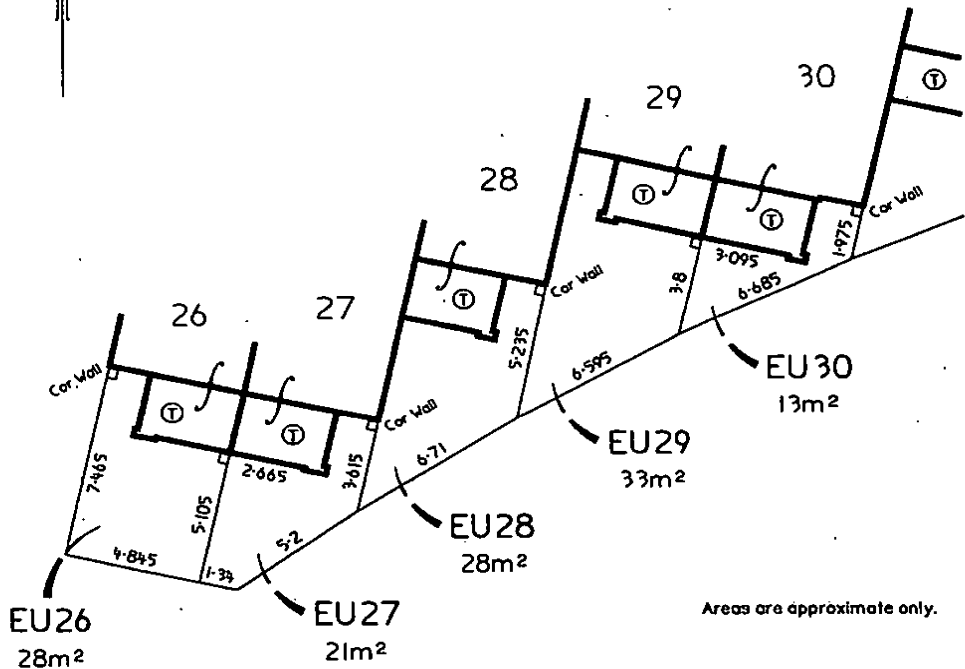
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



Sheet 41 of 54 Sheets

SP77971

— Face of Wall/Column/Terrace  
 □ Denotes Right Angle  
 ⊙ Denotes Terrace



Areas are approximate only.

Except where covered the stratum of EU26-EU30 extends between 3m below and 2.5m above the upper surface of the tiled floor of the terrace of the unit immediately adjoining.

Scale 1:200 - Lengths are in Metres



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

*G. Thompson*  
 Date 16/11/2006

DATE	29/9/2008
JOB NO	8685
AUTOCAD	8685-9
GEOCOMP	868520
SURVEYED	RC
CHECKED	GE
DRAWN	GE
PARISH OF	Cadogan
COUNTY OF	Ross
Scale	1:200

Title Plan of Exclusive Use Areas on the Ground Floor Level  
 in the Common Property in SP



23 Cobden Street  
 Merano  
 QLD Australia 4211  
 Telephone 07 5522 2300  
 Facsimile 07 5520 4820

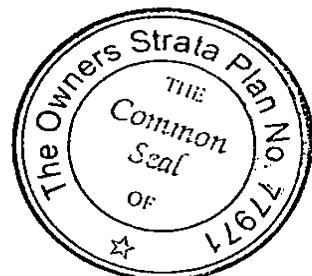
REGISTERED BOUNDARY NEW SOUTH WALES  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES

Email: gthompson@micelgroup.com.au  
 Web site: www.michelgroup.com.au

Sheet	of	Reference
1	1	8685-9

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *A. Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



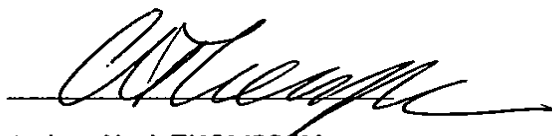


**PLAN "C"**

**Exclusive Use Areas**

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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:

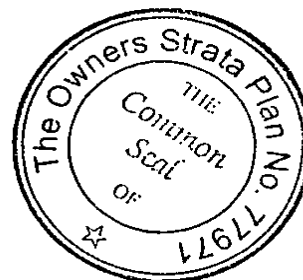


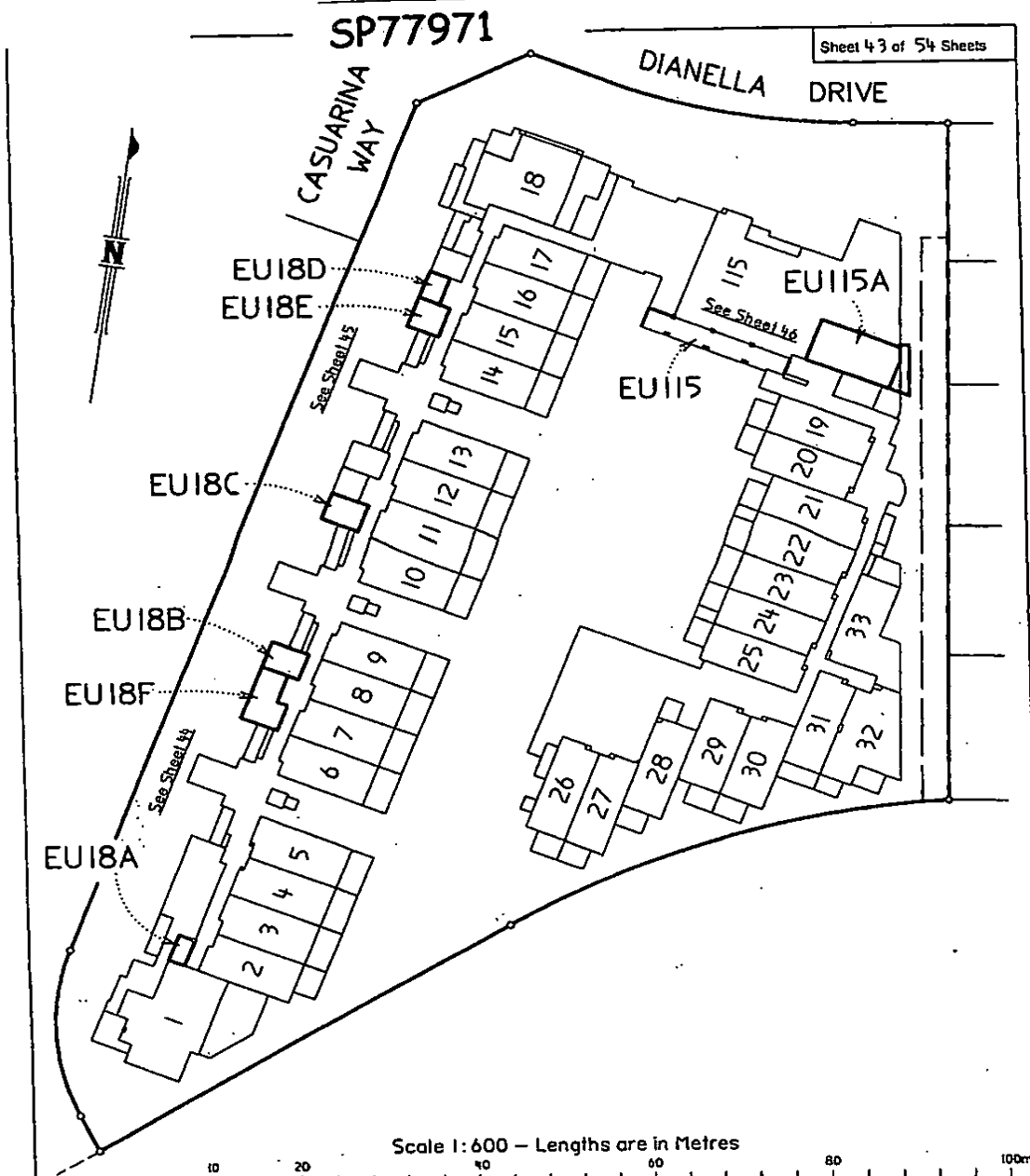
Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent





Sheet 43 of 54 Sheets

SP77971

DIANELLA DRIVE

CASUARINA WAY

EU18D  
EU18E

EU115A

EU115

EU18C

EU18B

EU18F

EU18A

Scale 1:600 - Lengths are in Metres



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

*Geoffrey James Thompson*  
 Date: 16/11/2006

DATE	29/9/2006
JOB NO	8585
AUTOCAD	8585-2G
GEOCOMP	
SURVEYED	RC
CHECKED	GL
DTMAGED	62
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:600

Title Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP



**MICHEL**  
 GROUP SERVICES  
 A.C.N. 051 736 132  
 A.B.N. 52 941 801 433

23 Cudgen Street  
 NERANG  
 QLD Australia 4211  
 Telephone 07 5502 2508  
 Facsimile 07 5500 4892

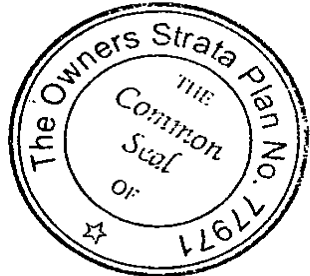
REGISTERED OVERSEAS NEW SOUTH WALES  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES

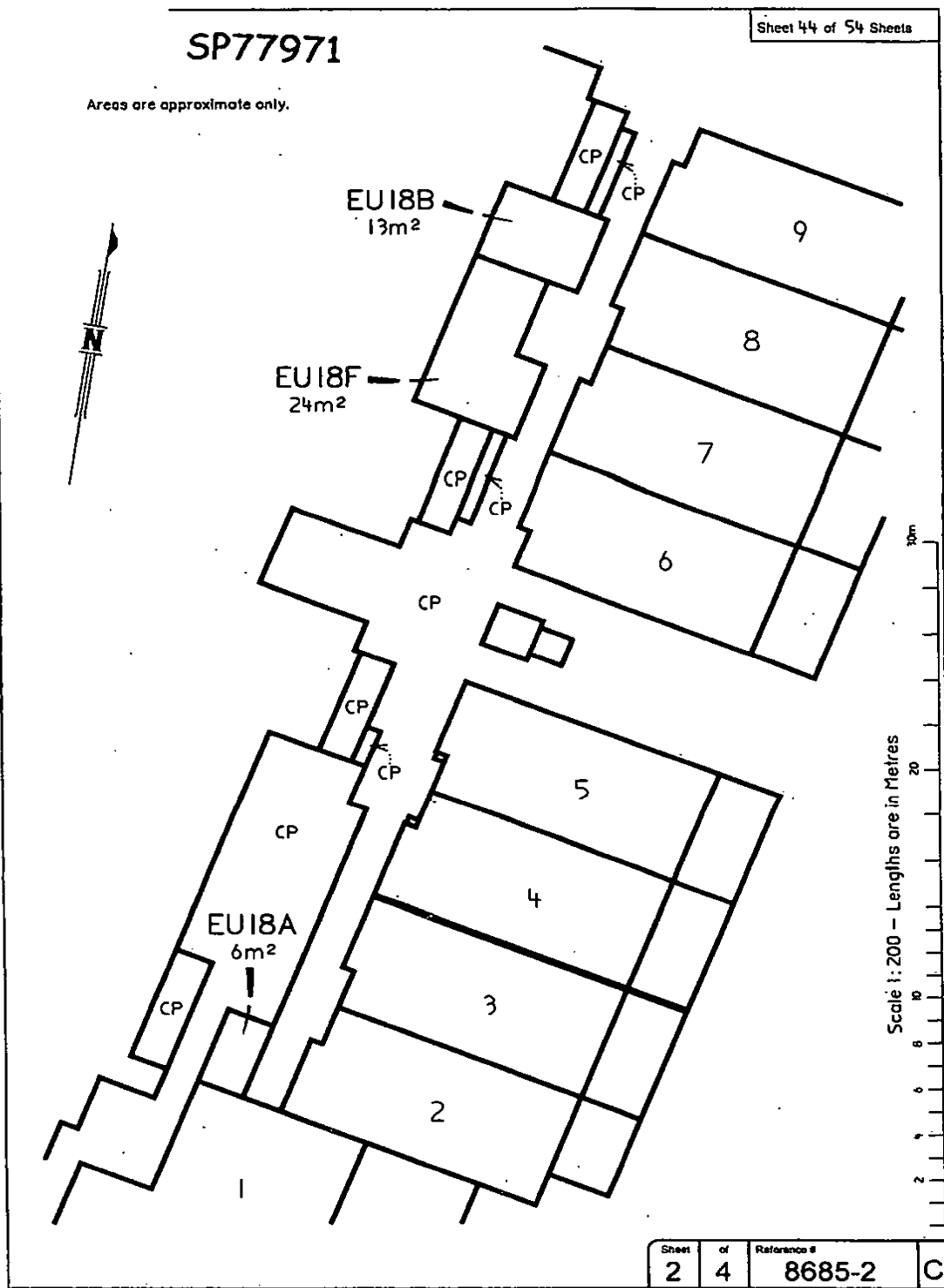
Email: [info@micelgroupservices.com.au](mailto:info@micelgroupservices.com.au)  
 Web Site: [www.michelgroupservices.com.au](http://www.michelgroupservices.com.au)

Sheet	1	of	4	Reference	8685-2	C
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The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent

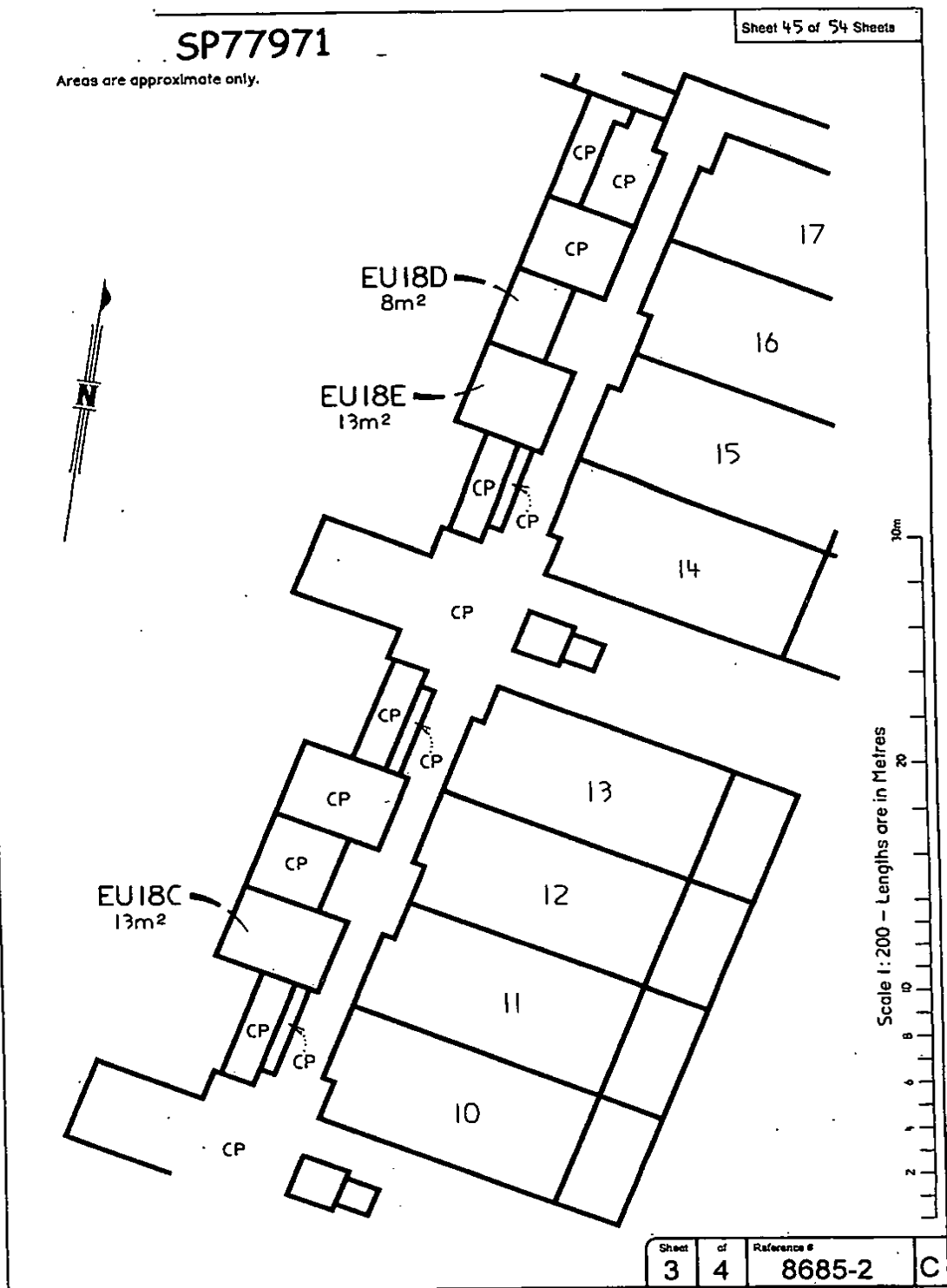




The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

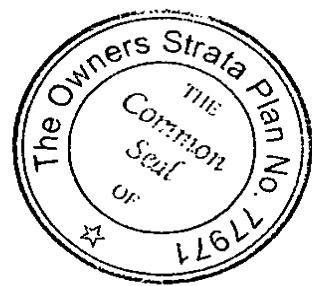
Signature:   
Name: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent

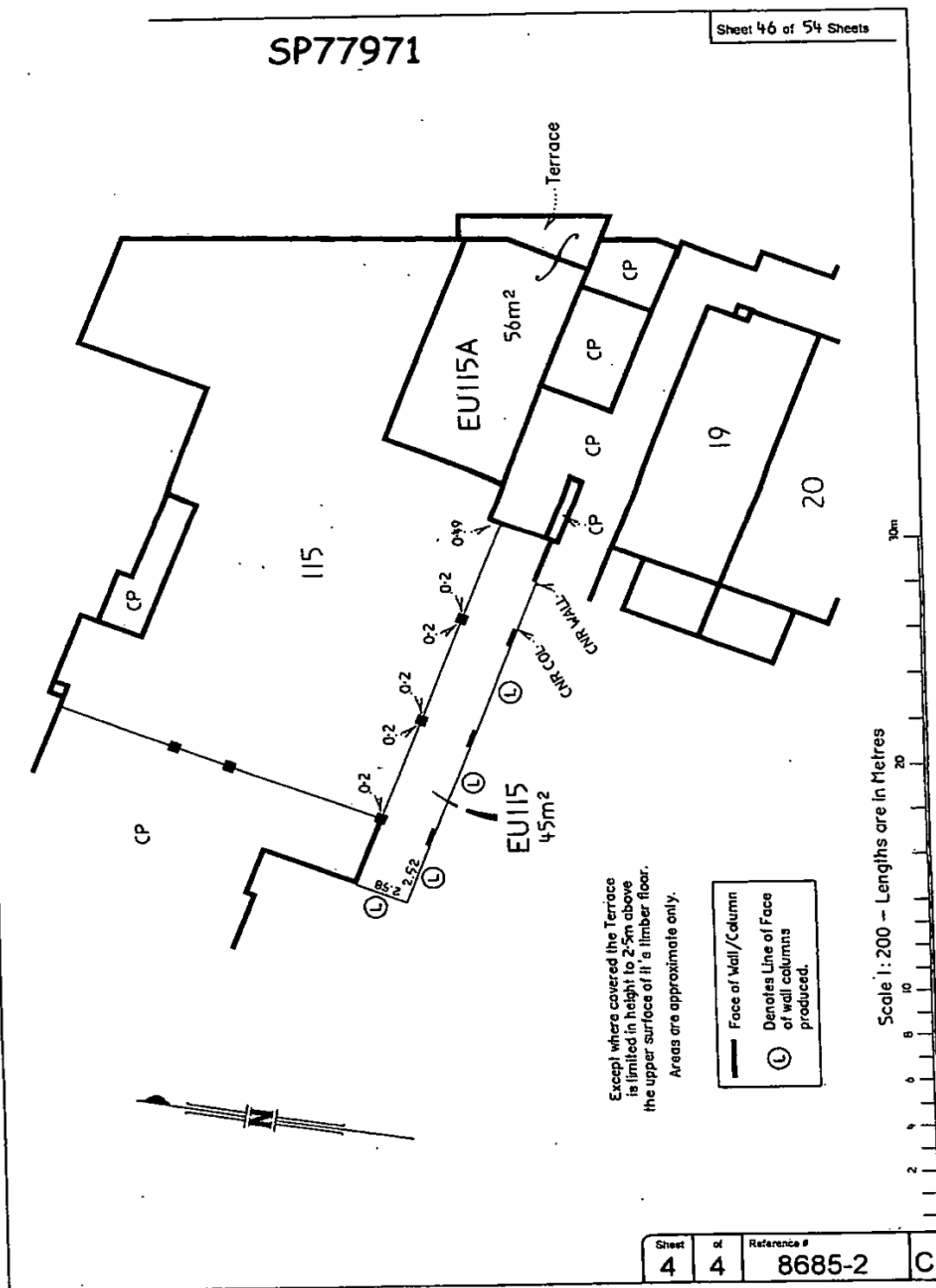




The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

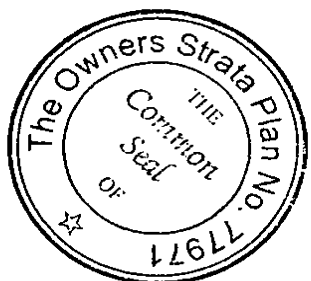
Signature:   
Name: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent

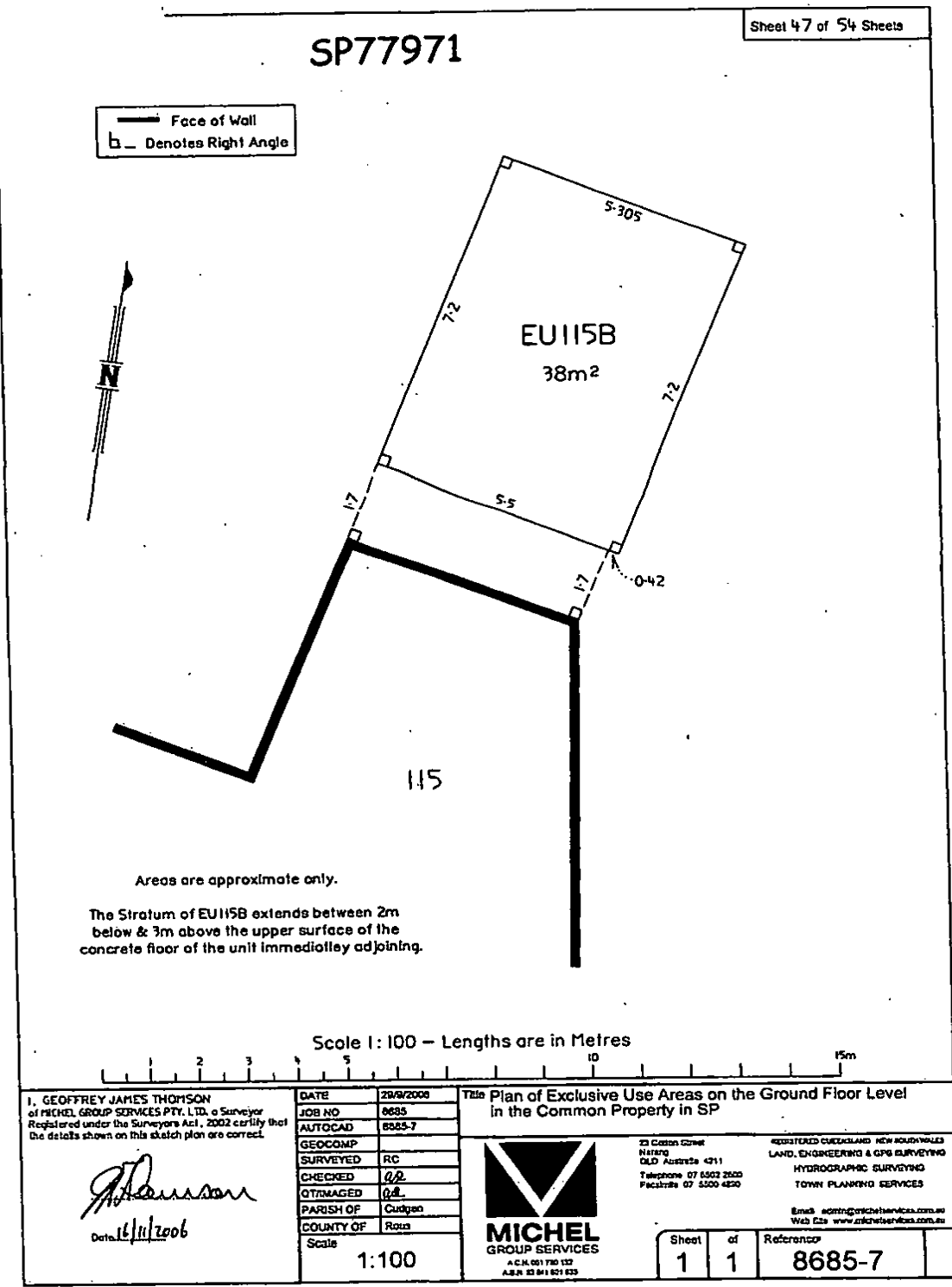


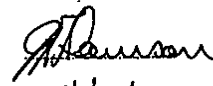



The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



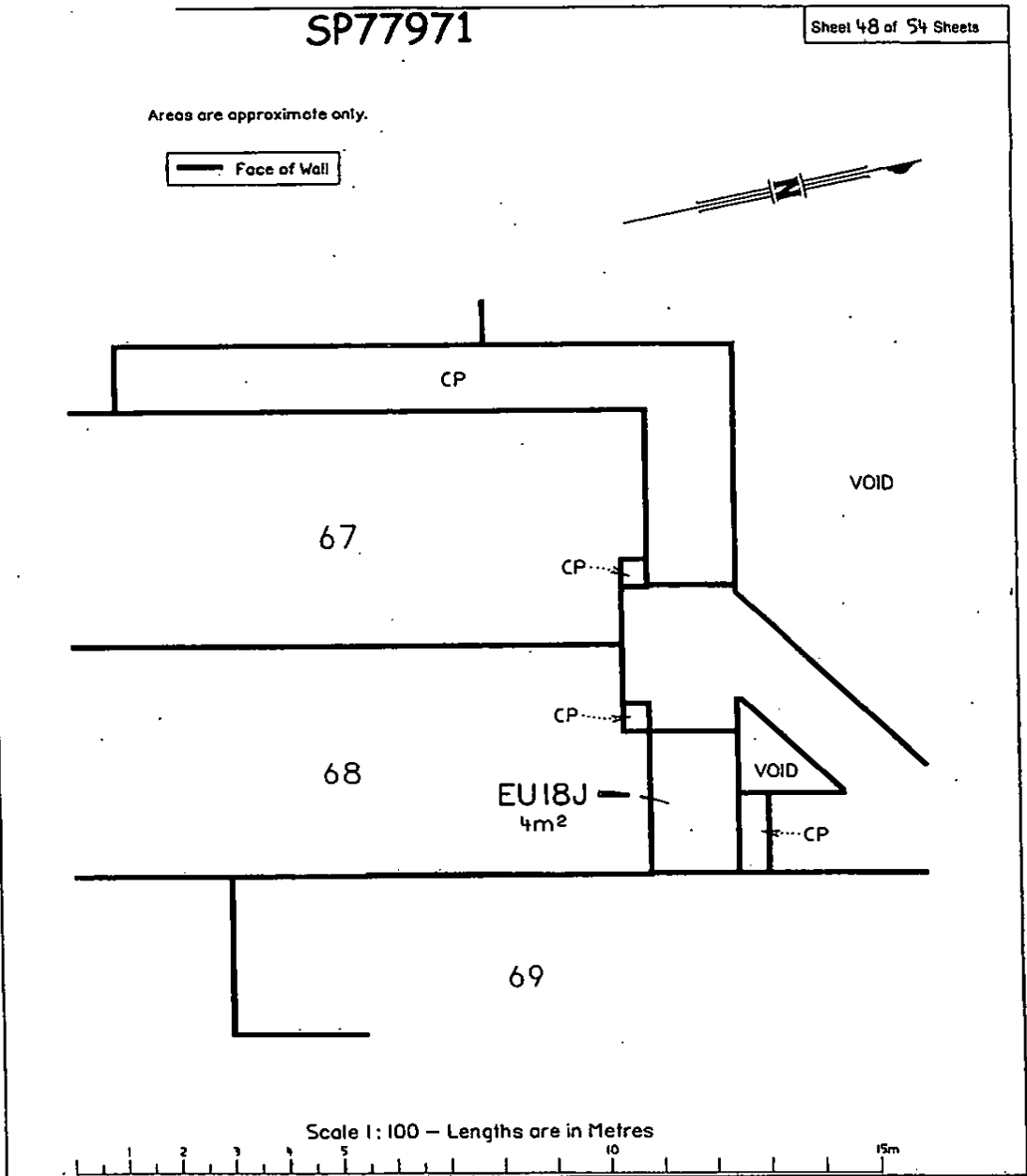


I, GEOFFREY JAMES THOMPSON of MICHEL GROUP SERVICES PTY. LTD, a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.   Date: 16/11/2006	DATE 28/9/2009 JOB NO 8685 AUTOCAD 6325-7 GEOCOMP SURVEYED RC CHECKED G.R. Q/TIMAGED G.R. PARISH OF Cudjup COUNTY OF Ross Scale 1:100	Title Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP   MICHEL GROUP SERVICES A.C.N. 051 750 132 A.B.N. 52 941 821 825	23 Canton Street Warrig QLD Australia 4211 Telephone 07 5502 2500 Facsimile 07 5500 4200  SPECIALISED QUEENSLAND HIGH RISE/SMILES LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES  Email: <a href="mailto:admin@michelethetics.com.au">admin@michelethetics.com.au</a> Web Site: <a href="http://www.michelthetics.com.au">www.michelthetics.com.au</a>	Sheet 1 of 1 Reference 8685-7
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The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 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: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent





Scale 1:100 - Lengths are in Metres

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

*G. Thompson*  
 Date 16/11/2006

DATE	28/01/2009
JOB NO	8685
AUTOCAD	8685-10
GEODCOMP	
SURVEYED	RC
CHECKED	AL
QTAMAGED	89
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:100

Title Plan of Exclusive Use Areas on the First Floor Level  
 in the Common Property in SP

**MICHEL**  
 GROUP SERVICES  
 A.C.N. 01 128 133  
 A.B.N. 61 811 821 433

23 Caspers Street  
 Narrang  
 QLD Australia 4311  
 Telephone 07 5502 2500  
 Facsimile 07 5500 4620

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

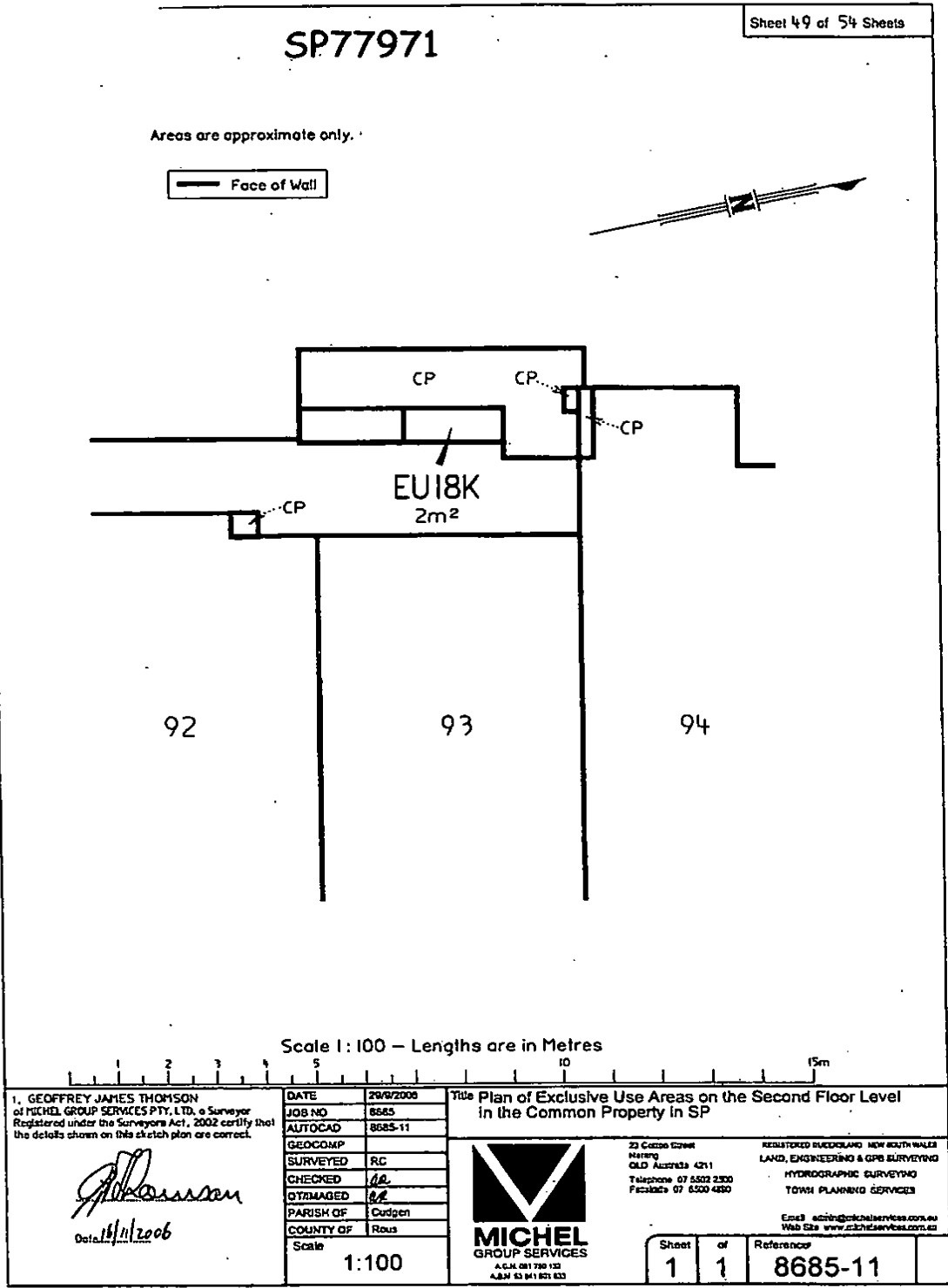
Email: [enquiries@nichelservices.com.au](mailto:enquiries@nichelservices.com.au)  
 Web Site: [www.nichelservices.com.au](http://www.nichelservices.com.au)

Sheet	of	Reference
1	1	8685-10

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent





Scale 1 : 100 – Lengths are in Metres

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

*G. Thomson*  
 Date: 16/11/2006

DATE	29/6/2006
JOB NO	8685
AUTOCAD	8685-11
GEOCOMP	
SURVEYED	RC
CHECKED	AL
DTMAGED	AL
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:100

Title Plan of Exclusive Use Areas on the Second Floor Level  
 in the Common Property in SP

**MICHEL**  
 GROUP SERVICES  
A.S.N. 01 755 123  
 A.B.N. 52 941 821 823

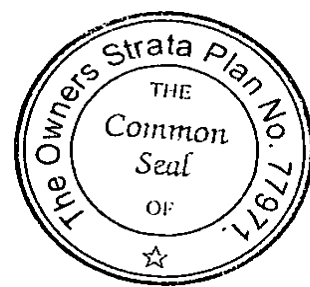
23 Corro Street  
 Haring  
 QLD Australia 4211  
 Telephone 07 5502 2300  
 Facsimile 07 5500 4880

REGISTERED SURVEYOR NEW SOUTH WALES  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES  
 Email: [admin@micheleservices.com.au](mailto:admin@micheleservices.com.au)  
 Web Site: [www.michelgroup.com.au](http://www.michelgroup.com.au)

Sheet	of	Reference
1	1	8685-11

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



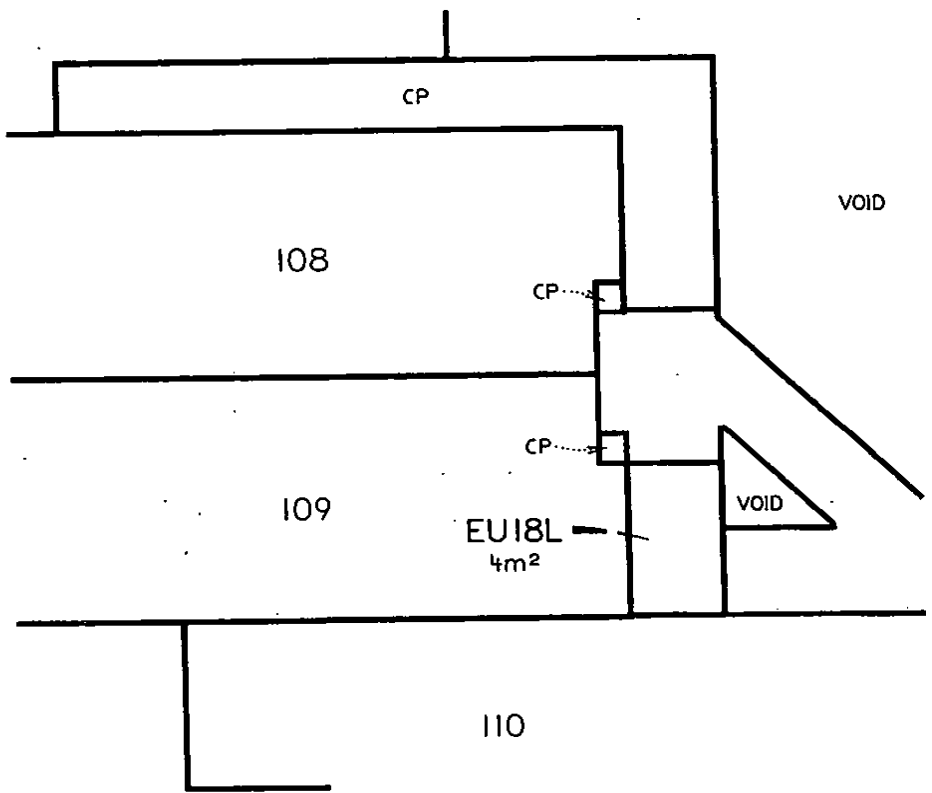


Sheet 50 of 54 Sheets

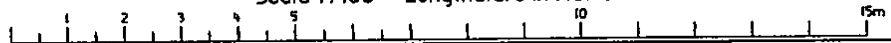
SP77971

Areas are approximate only.

Face of Wall



Scale 1:100 - Lengths are in Metres



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

*[Signature]*  
 Date 16/11/2016

DATE	20/9/2009
JOB NO	8685
AUTOCAD	8685-12
GEOCOMP	
SURVEYED	RC
CHECKED	AR
QTAMAGED	AR
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:100

Title Plan of Exclusive Use Areas on the Second Floor Level in the Common Property in SP



**MICHEL**  
 GROUP SERVICES  
 A.C.N. 011 799 132  
 A.B.N. 23 941 621 835

23 Cobden Street  
 Niagara  
 QLD Australia 4211  
 Telephone 07 5502 2500  
 Facsimile 07 5500 4800

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

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

Sheet	of	Reference
1	1	8685-12

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *[Signature]*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



**PLAN "D"**

**Special Privilege Areas**

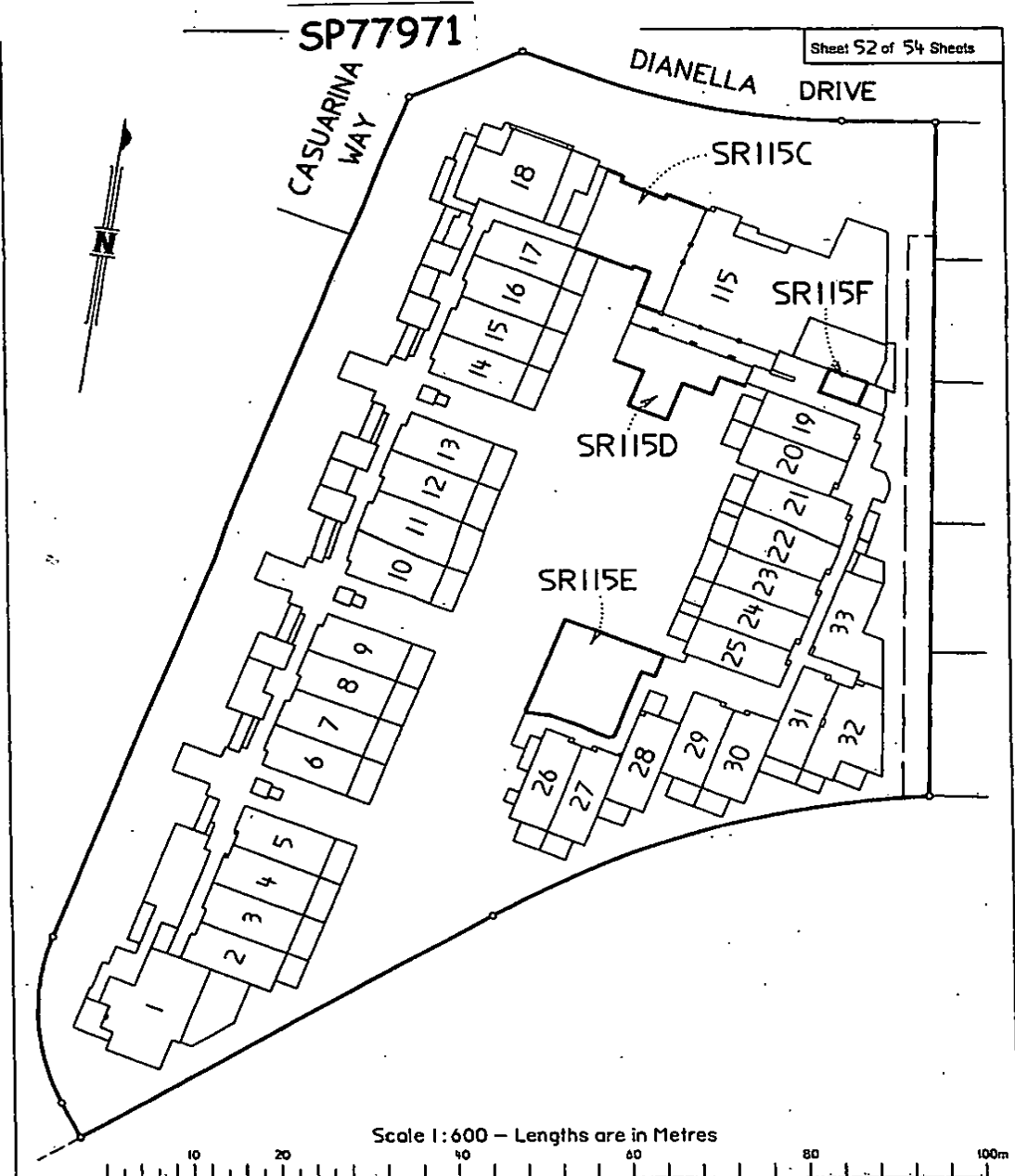
The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent





Sheet 52 of 54 Sheets

SP77971


Scale 1:600 - Lengths are in Metres

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

*G. Thomson*  
 Date: 16/11/2006

DATE	09/11/2006
JOB NO	8685
AUTOCAD	9685-50
GEOCOMP	
SURVEYED	RC
CHECKED	GP
QT/IMAGED	MR
PARISH OF	Cudgen
COUNTY OF	Rivers
Scale	1:600

Title: Plan of Special Privileges Areas on the Ground Floor Level  
 in the Common Property in SP



23 Cotton Street  
 Mereno  
 QLD Australia 4311  
 Telephone 07 5322 2520  
 Facsimile 07 5320 4220

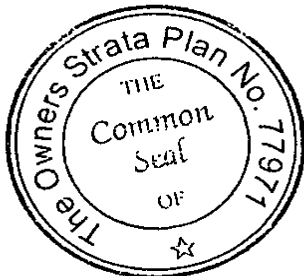
REGISTERED QUEENSLAND HIGH SURVEYORS  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES

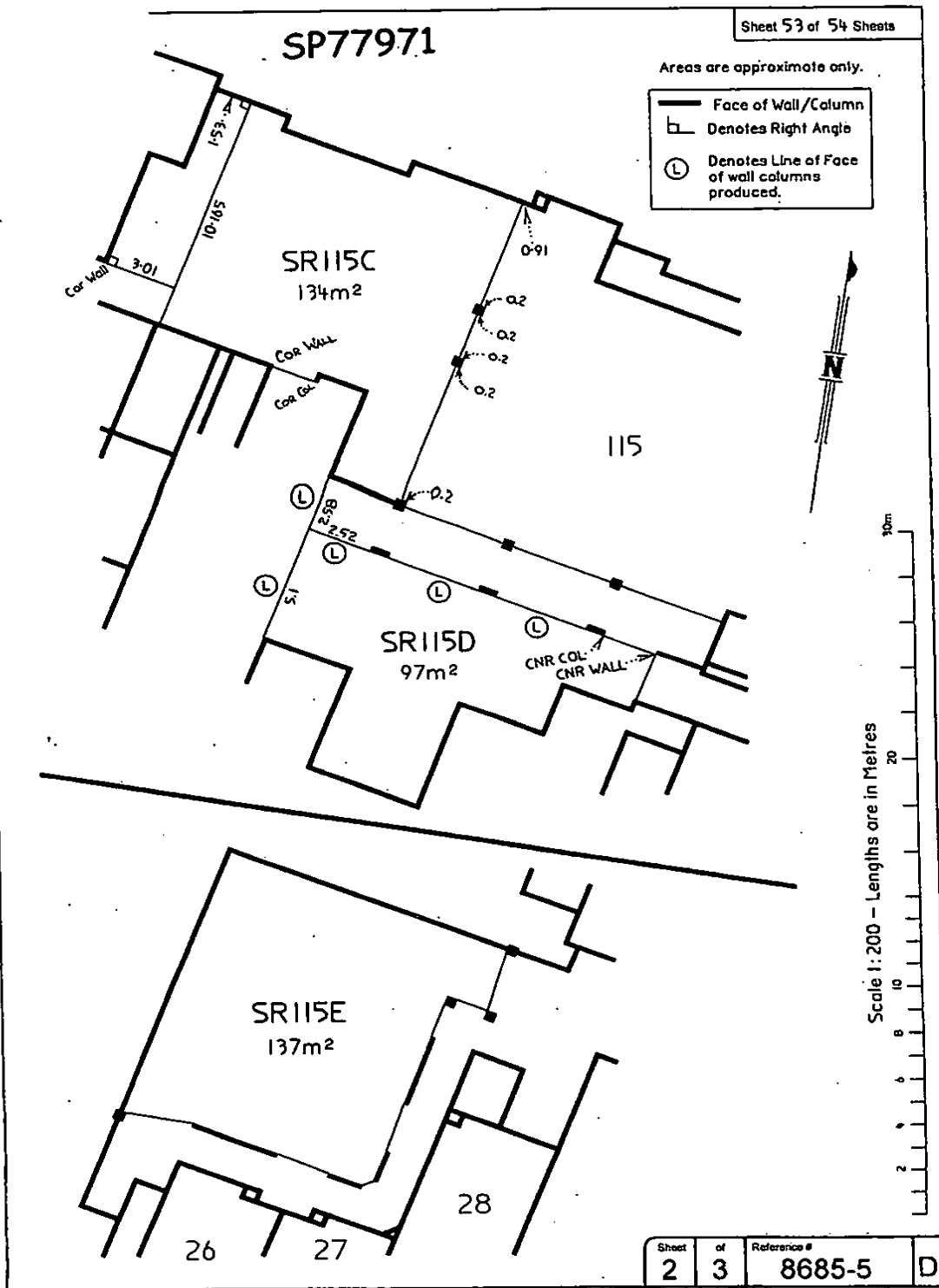
Email: edwin@micHELservices.com.au  
 Web Site: www.michel-services.com.au

Sheet	1	of	3	Reference	8685-5	D
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The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 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: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent

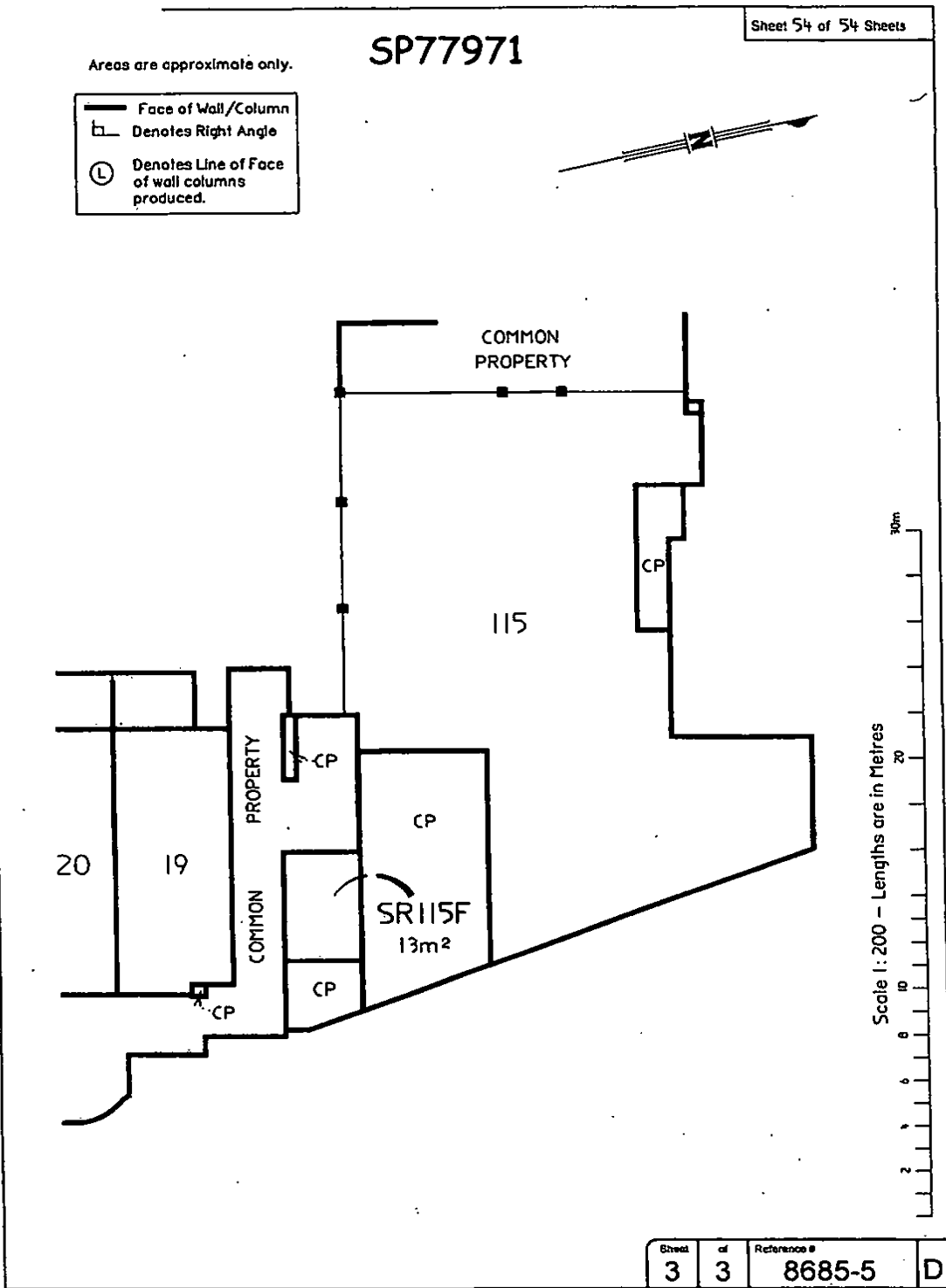




The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 JUNE** 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent





The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 JUNE 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

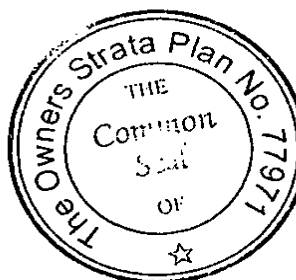
Signature:

Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



FILM WITH AM 543428

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 77971 was affixed on 13 July 2017 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: *A Thompson* Name: Andrew Hugh THOMPSON Authority: Strata Managing Agent

^ Insert appropriate date

\* Strike through if inapplicable.

RELODGED  
15 JUL 2017  
TIME: 11:05

Form: 15CH  
Release: 2.1  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Palvey Kay Lawyers

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



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

(A) TORRENS TITLE	For the common property CP/SP77971	
(B) LODGED BY	Document Collection Box 682W	Name, Address or DX, Telephone, and Customer Account Number if any SERVICE FIRST REGISTRATION DX 189 SYDNEY LLPN129426A PH 8296 9000 FAX 9279 2185
	Reference: <u>PAWKY - SP 77971</u>	CODE  <b>CH</b>

(C) The Owners-Strata Plan No 77971 certify that a special resolution was passed on 17 July 2019.  
(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  
Added by-law No By-Law No. 54  
Amended by-law No  
as fully set out below:  
"See Annexure "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B".

(G) The seal of the Owners-Strata Plan No 77971 was affixed on 30 September 2019 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: *Andrew Thompson*  
Name: Andrew THOMPSON  
Authority: Strata Managing Agent



Signature: \_\_\_\_\_  
Name:  
Authority:

*By-Laws for Santal -- 9-13 Dianella Drive, Casuarina*

Annexure "B" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: Owners Corporation Strata Plan 48601 7 7971

Dated: 30 September, 2019

(E) AMENDED/ADDED LIST OF BY-LAWS AFFECTING STRATA PLAN 48601 77971

**By-law 54 -- Smoking on Premises**

- 54.1 The owner of occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 54.2 An owner of occupier of a lot must ensure that smoke caused by smoking of tobacco or any other substance by the owner or occupier or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- 54.3 The Owners Corporation delegates to the Strata Committee and Strata Managing Agent responsibility for:
  - (1) The service of a notice in a form approved by the Director-General, on the owner or occupier of a lot requiring the owner or occupier to comply if satisfied that the owner or occupier has contravened the By-Law; and
  - (2) Commencing legal proceedings seeking orders, requiring a person who fails to comply with a notice served in accordance with (1) to pay the statutory pecuniary penalty and any costs of the Owners Corporation in the proceedings.
  - (3) Prior to (1) and (2) the Building Manager must first be notified of any instance of smoking so that appropriate action can be taken to notify the owner or occupier of the lot. Should such notification fail to prevent further breaches of this by-law, actions specified in (1) and (2) can then be pursued.

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent





By-Laws for Santal - 9-13 Dianella Drive, Casuarina

Annexure "B" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: Owners Corporation Strata Plan 77971

Dated: 30 September, 2019

(F) CONSOLIDATED LIST OF BY-LAWS AFFECTING STRATA PLAN 77971

By-law 1 - Definitions and Interpretation


1.1 Definitions

In these By-laws:

- (1) "Act" means the *Strata Schemes Management Act 1996*;
- (2) "Assessing Authority" means any statutory or other competent authority having jurisdiction in connection with the parcel;
- (3) "Building" means the building or buildings constructed or to be constructed on the parcel;
- (4) "By-laws" means the by-laws in this By-laws Instrument;
- (5) "CATV System" means an integrated system which may include television, music and monitoring for radio programs, site wide audio and video intercom, VCR films, pay television, security monitoring and control, access control from common entry gates and individual residences, security cameras, data communications, household control systems (such as pumps, lights, air conditioning), international television programs and teletext Services and includes the utility infrastructure or Service Infrastructure associated with that System;
- (6) "Club" means the original owner for the parcel or another entity nominee by the original owner for the parcel which operates manages the Facilities;
- (7) "Club Rules" means rules relating to the use, access and management of the Facilities by the Club from time to time;
- (8) "Common Property" means the common property the subject of the Strata Scheme;
- (9) "Developer" means Resort Corp Pty Ltd ACN 087 347 975 and its assigns;
- (10) "Development" includes:
  - (a) construction, alteration, addition, modification, decoration, redecoration, painting, repainting or reconstruction of any improvements;
  - (b) excavation, filling or landscaping;

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 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:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



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- (c) landscaping including the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and planting or removal of any vegetation, trees or shrubs; or
  - (d) installation of Service Infrastructure, such as water supply, electricity lines, sewerage Services and the CATV System;
- (11) "Development Control Code" means the development control code in By-law 20;
  - (12) "Executive Committee" means the executive committee appointed by the Owners Corporation;
  - (13) "Facilities" means recreational facilities located on the Facilities Land;
  - (14) "Facilities Agreement" means the facilities agreement between the Club and the Strata Scheme;
  - (15) "Facilities Land" means Lot 1461 in DP 1056889;
  - (16) "Invitee" means any invitee, agent, visitor, licensee, lessee, contractor, employee or others who may be on the parcel at the invitation or request of a resident;
  - (17) "Lot" means a lot in the Strata Plan;
  - (18) "Managing Agent" means the person appointed by the Owners Corporation as its managing agent under section 27 of the Act and, if no managing agent is appointed, the secretary of the Owners Corporation;
  - (19) "Owners Corporation" means the owners corporation for the Strata Scheme;
  - (20) "Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
  - (21) "Resident" means an owner or occupier of a Lot (as those terms are defined in the Act) and where the context requires, any invitee;
  - (22) "Resident Manager" means the person engaged by the Owners Corporation under an agreement referred to in By-Law 24;
  - (23) "Service Infrastructure" means any infrastructure for the provision of Services to the parcel;
  - (24) "Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Strata Scheme or available for a Lot;
  - (25) "Strata Plan" means Strata Plan 77971 and
  - (26) "Strata Scheme" means the strata scheme constituted upon registration of the Strata Plan;
  - (27) "Member of the public" means a member of the public who receives goods and services provided by the operator of the restaurant conducted within Lot 115 and any person in the charge of, or accompanying, such member of the public.

**1.2 Interpretation**

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;and

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- (e) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of these By-laws or affect their interpretation.
- (5) A provision of these By-laws must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the By-laws or the inclusion of the provision in the By-laws.
- (6) Words and phrases that have a defined meaning under the Act have the same meaning in these By-laws.

**1.3 Parties**

- (1) If a party consists of more than 1 person, these By-laws bind each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

**By-law 2 - Compliance - Laws**

- 2.1 Residents must at their own expense promptly comply with all Requirements and must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot or use a Lot or Common Property for any illegal purpose.
- 2.2 Residents must maintain (or cause the person who manages the lot on their behalf to maintain) a register of those persons who occupy the Lot and the time and period of occupation and such other details as are required by the development consent for the Building. Such register must be made available for inspection by any relevant authority when required by a relevant authority.
- 2.3 Without limiting By-law 2.2, the owner of a Lot must provide to the Resident Manager, within 30 days of a request from the Resident Manager, the details of the occupants of the Lot, the time and period of occupation and any other information reasonably required by the Resident Manager to comply with the occupancy reporting requirements of the development consent for the Building.

**By-law 3 - Behaviour**

- 3.1 A Resident must not:
  - (1) cause disturbance or behave in a manner likely to interfere with the peaceful enjoyment of, or cause offence to, Residents and any person lawfully using Common Property;
  - (2) obstruct lawful use of Common Property by any person.
  - (3) create noise on a Lot or the common property likely to interfere with the peaceful enjoyment of the resident or invitee of another Lot or any person lawfully using common property;and must, to the extent practicable, ensure that any invitee to his Lot or the common property does not do so.
- 3.2 Without limitation to By-law 3.1, Residents must observe any direction of the Owners Corporation relating to dress standards that, in the view of the Owners Corporation, are necessary or desirable to avoid offence to other Residents. The Owners Corporation must act reasonably in issuing a direction (whether generally or in a specific instance) under this By-law.
- 3.3 In deciding whether to issue a direction under By-Law 3, the Owners Corporation must consider whether a Lot may be lawfully used for commercial purposes and, if so, must take that use into account.

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- 3.4 Despite By-Law 3.3 a resident of Lot 115 must:-
- (i) ensure that the staff entry door at the rear of the restaurant conducted in Lot 115 and the door at the top of the first flight of stairs serving the restaurant remain closed and that there is no obstruction to their closing; and
  - (ii) close windows and doors to the restaurant at 10.00pm each night with the entrance door to be opened solely for the purpose of allowing Members of the Public to exit and enter Lot 115;
  - (iii) after 10.00pm each night, use best endeavours to seat all Members of the Public inside Lot 115 only;
  - (iv) at all times ensure that the noise level from the Restaurant does not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8kHz Inclusive) by more than 5dB at the boundary of any affected residence.

**By-law 4 - Responsible for Others**

- 4.1 A resident must take all reasonable steps to ensure that invitees comply with these By-Laws as though they were occupiers of a Lot. If an invitee does not comply with these By-Laws then the resident must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

**By-law 5 - Maintenance and Condition of Lot**

- 5.1 Residents must keep their Lots in a good state of repair and condition.
- 5.2 Without limiting By-law 5.1, a Resident must:
- (1) maintain the lawns, gardens and vegetation on the Resident's Lot in a neat, tidy and well presented manner;
  - (2) maintain any driveways, paths, or similar amenities located on or within the Resident's Lot;
  - (3) to the extent that it is not the responsibility of the Owners Corporation under the Act, maintain Service Infrastructure within the Resident's Lot or which is for the benefit of the Resident;
  - (4) give prompt notice to the Owners Corporation of any damage to, defect or disrepair of, the Services or Service Infrastructure in the Resident's Lot;
  - (5) not overload any Services or Service Infrastructure;
  - (6) pay to the Owners Corporation any costs incurred by the Owners Corporation in upgrading any Services or Service Infrastructure to accommodate any equipment which the Resident wishes to install in the Resident's Lot;
  - (7) lock all doors and fasten all windows in the Resident's Lot when the Lot is not occupied;
  - (8) not waste water and ensure that all water taps in the Resident's Lot are turned off after use;
  - (9) replace broken glass with glass of the same standard;
  - (10) keep the Resident's Lot free from rubbish and excessive vegetation; and
  - (11) use, wherever possible to do so, only non-toxic or non-poisonous products in maintaining or repairing the Resident's Lot.

**By-law 6 - Entry Rights and Non-Compliance with By-laws**

- 6.1 Subject to Requirements of the Act for entry to a Lot or the giving of notice to Residents by the Owners Corporation:
- (1) if the Resident does not rectify a non-compliance with these By-laws within the period set out in a notice delivered by the Owners Corporation to a defaulting Resident, the Owners Corporation (by itself, its agents, employees or contractors) may enter the Lot and rectify the non-compliance; and
  - (2) the Owners Corporation may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

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- (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
  - (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.
- 6.2 In case of emergency no notice will be required under By-law 6.1.
- 6.3 In exercising its rights of entry under this By-law the Owners Corporation must ensure that it causes as little inconvenience to the Resident of the Lot as is reasonable in the circumstances.
- 6.4 The Owners Corporation may take such action it considers necessary (and which is within its power to take under the Act and any other Requirement) to remedy a breach of these By-laws by a Resident and may recover the expense the Owners Corporation incurs as a result from the defaulting Resident as a liquidated debt.
- 6.5 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation or any agent, employee or contractor of the Owners Corporation in connection with a breach of these By-laws by that Resident.
- 6.6 Anything undertaken by the Owners Corporation under this By-law will be paid for by the Resident of the relevant Lot where the need for the Owners Corporation to do that thing is due to any act or default of the Resident.
- 6.7 Nothing in this By-law 6 limits or purports to limit, the rights and obligations of the Owners Corporation under the Act including those under sections 63, 64 and 65 of the Act.
- 6.8 Subject to the Act, the Owners Corporation (by itself, its agents, employees or contractors) has the right to enter any Lot and Building at all reasonable times, after reasonable notice, to install, maintain, repair, investigate faults in and upgrade Services and Service Infrastructure, including telephone answering, videotex, CATV System and security Services.

**By-law 7 - Appearance**

- 7.1 A Resident must not without the prior written consent of the Owners Corporation:
- (1) keep inside the Lot anything visible from outside the Lot which is not in keeping with the Building; or
  - (2) attach to or hang from the exterior of the Building any aerial, device, wire or other item including washing, bedding, clothing, sign, notice or placard; or
  - (3) construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or improvement of any kind within or upon a Lot or on the Common Property.
- 7.2 Residents must observe the following requirements in relation to the appearances of Lots:
- (1) mirror finished surfaces are not permitted - applied films or tints which give a mirrored finish to glass, and which can be seen from outside a Lot, are not allowed;
  - (2) all screened enclosures must be constructed of materials and painted in colours complimentary to the Building on or comprising part of the Lot, to ensure that they are as unobtrusive as possible;
  - (3) all exterior light fittings must be of first class quality and design and must be located so that when in use they do not cause a nuisance to another Lot - exterior lights must have translucent diffusers that prevent the bulb being seen and floodlights, spotlights and coloured neon lights are not permitted;
  - (4) insect screens must be designed to be as unobtrusive as possible and must match the colour of the window frames into which they are installed; and
  - (5) Residents are not permitted to install temporary window coverings without the Owners Corporation's prior written approval which may be given subject to conditions or refused unconditionally.

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- 7.3 An owner shall not install, renovate and / or replace window coverings visible from outside the lot unless those window coverings are white wide blade timber shutters, white wide blade timber Venetians, white pull-down "silent glis" or white pull-down "verosol" type blinds or of such backing of white colour and of a design as has been approved by the Executive Committee of the Owner's Corporation who may grant or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by an lot owner or occupier.
- 7.4 An owner of a lot shall not place or cause to be placed any outdoor furniture onto terraces or any external areas without the prior approval of the Executive Committee.
- 7.5 By-laws 7.1, 7.2, 7.3 & 7.4 do not apply to Lots 18 and 115.

**By-law 8 - Interference**

- 8.1 A Resident must not without the prior written consent of the Owners Corporation:
- (1) operate or permit to be operated on a Lot or Common Property any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in a Lot; or
  - (2) interfere with the operation of any equipment or Service Infrastructure installed in the Common Property.

**By-law 9 - Damage to Common Property**

- 9.1 A Resident must not bring or permit to be brought any heavy article into the Building, which may cause structural damage to the Building without the prior written consent of the Owners Corporation.
- 9.2 A Resident must not move any heavy article approved under By-law 24.1 through Common Property without first making appropriate arrangements to do so with the Resident Manager.
- 9.3 A Resident must not do anything or permit any person or anything to damage or deface the Common Property without the prior written consent of the Owners Corporation.
- 9.4 A Resident must notify the Resident Manager of any damage to or defect in the Common Property or any property located on Common Property as soon as it occurs or becomes known.
- 9.5 A Resident will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or any property belonging to the Owners Corporation caused by that Resident or that Resident's invitees.
- 9.6 This By-law does not prevent a Resident from installing:
- (1) any locking or other safety device for the protection of the Resident's Lot against intruders;
  - (2) any screen or other device to prevent entry of animals or insects to the Resident's Lot (subject to the other provisions of these By-laws about the appearance of screens and devices); or
  - (3) any structural device to prevent harm to children.
- 9.7 Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, and keeping with the appearance of the rest of the Building.
- 9.8 Despite section 62 of the Act, Residents must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 9.6 that forms part of the Common Property and that services the Resident's Lot.

**By-law 10 - Security**

- 10.1 A Resident must not do or permit anything to be done which may prejudice the security or safety of the parcel or the Building and must take all reasonable steps to ensure that the Building's fire and security doors are kept secure and in an operational state.

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- 10.2 The Owners Corporation must take all reasonable steps to preserve the safety of the Building from fire or other hazard and to ensure the security of the Building from trespassers and if it considers it necessary or desirable may:
- (1) restrict access to any part of the Common Property by means of security key or other security device;
  - (2) create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the parcel; and
  - (3) make rules relating to the security of the parcel and the Building from trespassers, fire or other hazard.
- 10.3 If the Owners Corporation restricts Residents' and Invitees' access under these By-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.
- 10.4 A Resident must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device.
- 10.5 A Resident or agent of a Resident of Lot 115 must escort to the driveway Members of the Public who leave the restaurant conducted in Lot 115 after 10.00pm to ensure compliance with these By-Laws, and must render all reasonable assistance to those Members of the Public to secure transport from the strata scheme in a quiet and orderly manner."

**By-law 11- Security System**

- 11.1 The Owners Corporation may establish a security system and provide security Services for the benefit of Residents and the Buildings.
- 11.2 Any Service Infrastructure installed on the Common Property for use in connection with a security system for the Buildings will remain the property of the Owners Corporation and be maintained and repaired at the cost and expense of the Owners Corporation, subject to the Owners Corporation's rights and obligations (if any) under the Act and these By-laws to recover costs for the provision of those Services from users.
- 11.3 The Owners Corporation may designate part of the Common Property to be used by any security person, firm or company.
- 11.4 The Owners Corporation may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Residents.
- 11.5 The Owners Corporation is not liable for any loss or damage suffered to any Resident or other person or property because:
- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
  - (2) the security system is not at any particular time operational.
- 11.6 Each Resident must allow the Owners Corporation on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 11.7 Each Resident must observe any conditions or requirements of the Owners Corporation imposed as a condition of the use and operation of the security system or security Services provided by the Owners Corporation.
- 11.8 The Owners Corporation may enter into agreements with each Resident providing for the charging of costs for provision of the security system and maintenance of a Services Infrastructure provided by the Owners Corporation under the security system and recovery of costs to the Owners Corporation of providing Services under the security system.

**By-law 12 - CATV System**

- 12.1 For the benefit of Residents, the Owners Corporation may provide access to the CATV System.

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- 12.2 The Owners Corporation may supply or engage another person to supply utility Services and other Services in connection with the CATV System for the benefit of Residents.
- 12.3 Each Resident must allow the Owners Corporation (and its contractors, agents and employees) on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the provision of maintenance Services in respect of the CATV System.
- 12.4 Each Resident acknowledges that the Owners Corporation is entitled to recover the costs associated with the provision of Services by contractors engaged in connection with the security system and accepts the obligation to pay those costs attributable to the provision of Services associated with the CATV System to the Resident's Lot or otherwise a portion of the costs corresponding to the proportion the Resident's unit entitlement bears to the aggregate unit entitlement of all Lots in the Strata Scheme.

**By-law 13 - Garbage**

- 13.1 A Resident must not deposit or throw onto the Common Property any garbage except into a receptacle or area specifically provided for that purpose.
- 13.2 A Resident must dispose of garbage in the manner prescribed by the Owners Corporation from time to time.
- 13.3 The Owners Corporation may establish a garbage disposal system for the Scheme ("Disposal System"). The Disposal System may provide for any of the following:
- (1) permitted means and times for garbage disposal and removal;
  - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
  - (3) designation of areas on Common Property for the storage and collection of garbage;
  - (4) arrangements for separation and sorting of garbage;
  - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
  - (6) requirements for the disposal of garbage to meet the particular needs of any Lot.
- 13.4 The Owners Corporation may enter into agreements with each Resident providing for the charging of garbage disposal Services provided by the Owners Corporation under the Disposal System and recovery of costs to the Owners Corporation of providing Services under the Disposal System.
- 13.5 Each Resident must:
- (1) comply with all Requirements relating to the disposal of garbage;
  - (2) comply with the requirements, as notified by the Owners Corporation, of the Disposal System;
  - (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
  - (4) if no receptacle is provided by the Owners Corporation or designated as part of the Disposal System, maintain a receptacle for garbage.
- 13.6 A Resident of Lot 115 must, whilst any part of the business conducted in the Lot includes the service or preparation of food and/or beverages:
- (i) install and maintain in good and serviceable repair a glass bottle crusher and dispose of glass bottles used in the conduct of the business in the Lot solely utilising the glass bottle crusher; and
  - (ii) use cleaners engaged by it and at its sole expense to;
  - (iii) dispose of and to remove from the strata scheme all garbage generated in the conduct of the business in the Lot.

**By-law 14 - Storage of Flammable Liquids**

- 14.1 A Resident must not except with the consent of the Owners Corporation use or store on the Lot or on the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material to be used for domestic purposes.
- 14.2 Despite by-law 14.1, the Residents of Lots 18 and 115 may use or store on the Lots or the exclusive use areas connected with Lots 18 and 115 chemicals, liquids, gases or other material required for the businesses conducted on the Lots.



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**By-law 15 - Signs**

- 15.1 Subject to By-law 33, Residents must not without the prior written consent of the Owners Corporation fix or place any sign, placard, banner, notice or advertisement on or in any part of the Building unless it will be inside a Lot and not visible from outside the Lot.
- 15.2 By-law 15.1 does not apply to Lots 18 and 115.

**By-law 16 - Animals**

- 16.1 Subject to the Act, a Resident must not keep or permit any animal to be on a Lot or on the Common Property.

**By-law 17 - Fire Control**

- 17.1 A Resident 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.
- 17.2 The Owners Corporation and Residents must, in respect of the Building and their respective Lots, as appropriate:
  - (1) consult with any relevant statutory authority as to the appropriate fire alarm and equipment for the Building and the Lots;
  - (2) ensure the provision of all adequate firefighting equipment in the Building and the Lots to the satisfaction of all relevant statutory authorities; and
  - (3) take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.

**By-law 18 - Insurance Premiums**

- 18.1 A Resident must not, without the prior written consent of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation under the Act.

**By-law 19 - Notice of Alteration to Lot**

- 19.1 Residents must not alter the structure of a Lot without giving to the Owners Corporation a written notice describing the proposed alteration at least 14 days before the commencement of the alteration.
- 19.2 Residents must comply with these By-laws including the Development Control Code in relation to any alterations.

**By-law 20 - Development Control Code**

- 20.1 The purpose of this Development Control Code is:
  - (1) to ensure a high standard of design and construction for Development on the parcel to protect the investment of Residents and ensure that appropriate construction methods and practices are adopted by Residents;
  - (2) enhance the visual attractiveness of the parcel and provide a co-ordinated and consistent Development style and standard;
  - (3) to ensure that design and landscaping conditions of Development approvals are complied with; and
  - (4) to ensure that the Common Property and individual Lots are maintained to a consistently high standard.
- 20.2 Development must comply with the lawful Requirements of Assessing Authorities.
- 20.3 The Owners Corporation and each Resident must ensure that:
  - (1) landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;

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- (2) existing vegetation on the parcel is retained in its natural state as far as it is practicable to do so; and
  - (3) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority or the Owners Corporation.
- 20.4 Development on the parcel (including on a Lot) must be to a standard that does not have a detrimental effect on the amenity of the area or adjoining properties having regard to the design, orientation or construction materials used in Buildings erected on the parcel.
- 20.5 Nothing in this Development Control Code restricts or limits the operation of any Development consent or approval affecting the parcel or limits the right of an Assessing Authority to impose conditions on future Development of the parcel.
- 20.6 If it is held by a court of competent jurisdiction that:
- (1) any part of this Development Control Code is or would be void, voidable, illegal or unenforceable;
  - (2) the application of any part of this Development Control Code to any person or circumstances is or will become invalid or unenforceable; or
  - (3) unless any part of this Development Control Code were severed from this Development Control Code that part will be severable and will not affect the continued operation of the remaining conditions of this Development Control Code.
- 20.7 This Development Control Code regulates the quality of design and Development by:
- (1) maintaining within the parcel a residential community which is aesthetically pleasing, functionally convenient and capable of maintaining itself by application and enforcement of standards compatible and consistent with this Development Control Code;
  - (2) promoting those qualities in the parcel which bring value to the Lots;
  - (3) maintaining the parcel as an attractive and functional place to live, by requiring a harmonious relationship between Development and the environment; and
  - (4) creating clear procedures and criteria for Development.
- 20.8 The design objectives of this Development Control Code are:
- (1) to establish an architectural theme based around the features which define the Strata Scheme;
  - (2) to promote a peaceful, relaxed and secure lifestyle for Residents; and
  - (3) to develop and maintain an atmosphere of style and elegance in the community.
- 20.9 This Development Control Code binds the Owners Corporation, the members of the Owners Corporation, and the Residents to the same extent as if this Development Control Code had been signed and sealed by the Owners Corporation, each member of the Owners Corporation and each Resident respectively and as if it contained mutual covenants to observe and perform all the provisions of this Development Control Code.
- 20.10 No Resident will undertake any Development on a Lot until the Owners Corporation's approval has been obtained and, where necessary, Assessing Authority approval has been obtained.
- 20.11 Development must be undertaken in a manner which ensures minimum disruption to Residents and without limitation:
- (1) adjoining Lots are not to be used for the storage or dumping of any construction materials or debris unless prior arrangements have been made with the Resident of the Lot and the Owners Corporation;
  - (2) for security purposes, the Resident must give the Owners Corporation a list of all contractors associated with the Development prior to the commencement of the Development;
  - (3) Residents must provide the Owners Corporation with a 24 hour emergency contact number for the Development;
  - (4) construction hours are Monday to Saturday 7 a.m. to 6 p.m. excluding Good Friday, Anzac Day,

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**Christmas Day, Boxing Day and New Year's Day;**

- (5) the Owners Corporation must be notified immediately of any damage to an area outside the Lot;
  - (6) Residents must ensure that contractors provide suitable facilities, such as a "rubbish skip" for the temporary storage of building material from the commencement of construction on the Lot and that they observe the directions of the Owners Corporation about the placement of those facilities;
  - (7) rubbish must not be allowed to blow onto any adjoining Lot or Common Property and the Owners Corporation reserves the right to remove any such rubbish at the Resident's expense;
  - (8) the parcel roads must be kept clear of all building materials, rubbish and equipment;
  - (9) the Resident must ensure that its contractors do not bring dogs onto the parcel and contractors with dogs will not be given access and will be instructed to leave the parcel; and
  - (10) dirt, gravel or any other material must not be left on Common Property.
- 20.12 Exterior cladding must consist predominantly of finishes consistent with other Buildings on the parcel. Complementary use of glazing, timber and architectural finishes is permitted.
- 20.13 Exterior wall cladding must be within the colour range of pastel to muted earth tones complimentary to the approved roofing colours and compatible with other Buildings on the parcel.
- 20.14 Fascia boards, trim and exposed metalwork must be colour co-ordinated with the Buildings on the Lot. Unpainted metalwork is not permitted.
- 20.15 Clotheslines must not be visible from outside the Lot.
- 20.16 Landscape design or the selection of species that are likely to unreasonably interfere with the amenity enjoyed by Residents of neighbouring Lots are not permitted.
- 20.17 Residents must maintain all the trees and all the landscaping within the Resident's Lot to a standard acceptable to the Owners Corporation.
- 20.18 Existing trees can only be removed from a Lot with the prior permission of the Owners Corporation.
- 20.19 The Owners Corporation may from time to time issue minimum design objectives and guidelines for the Strata Scheme.
- 20.20 The Owners Corporation may meet from time to time to review the architectural review process established under these By-laws.
- 20.21 The Owners Corporation may appoint design professionals from time to time to assist the Owners Corporation in properly performing the architectural review process. The necessary qualifications of the design professionals appointed will be determined by the Owners Corporation and they will be persons qualified and competent to practise, in the sole opinion of the Owners Corporation, in the design of the relevant Development.
- 20.22 The architectural review process is to:
- (1) consider applications for Owners Corporation approval for Development and advise the Owners Corporation if the application complies with this Development Control Code, including the minimum design objectives and guidelines for any Development or, where no minimum design objectives and guidelines have been issued, if the application is consistent with Development on other Lots within the immediate precinct of the Lot;
  - (2) recommend to the Owners Corporation that an application be approved (conditionally or unconditionally) or that the application be disapproved;
  - (3) inspect the Development in progress or completed to ensure its conformity with the Owners Corporation approval and advise the Owners Corporation if any Development is not being carried out or has not been carried out in accordance with the approval; and

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- (4) perform such other duties on behalf of the Owners Corporation as are assigned to it from time to time by the Owners Corporation.

20.23 Written applications for approval for any Development may be made by the Resident or a person with the written consent of the Resident, and must be accompanied by:

- (1) details and plans of any proposal for Development by a Resident;
- (2) descriptions and samples of exterior materials and colours and external light fittings;
- (3) a description of construction arrangements, techniques and proposed access to the Lot;
- (4) a works program with clearly stated start and completion dates;
- (5) the fee determined by the Owners Corporation;
- (6) reports of appropriately qualified professionals certifying compliance with specific requirements of this Development Control Code, where required by the Assessing Authority or the Owners Corporation; and
- (7) other information reasonably required from time to time by the Owners Corporation.

20.24 Where the Owners Corporation approves an application conditionally, the conditions may include but are not limited to:

- (1) submission of any additional plans and specifications or such other information as required by the Owners Corporation;
- (2) changes being made to any of the items or information included in the application;
- (3) commencement and completion within specified times; and
- (4) payment by the Resident to the Owners Corporation of a bond or bank guarantee of such amount determined by the Owners Corporation having regard to the level or extent of the Development proposed, to be held by the Owners Corporation as security for:
  - (a) the Resident carrying out the Development in accordance with the Owners Corporation's approval; and
  - (b) any damage caused by the Resident or by the Resident's contractors, servants, agents or employees.

20.25 The Owners Corporation may use the bond or bank guarantee to reimburse the Owners Corporation at any time for any expenses incurred by the Owners Corporation in rectifying a failure by a Resident to comply with the Development Control Code and any damage caused by the Resident or by the Resident's contractors, servants, agents or employees. The Resident may be required to execute a Development bond agreement in the terms required by the Owners Corporation.

20.26 Where approval (conditional or unconditional) has been given under for Development, the Resident or the Resident's contractors, servants, agent or employees must, unless the application is at any time withdrawn, carry out the Development in accordance with the approval.

20.27 All approvals must be affixed with the Owners Corporation approval stamp and undersigned by a person authorised by the Owners Corporation for this purpose.

20.28 The approval of the Owners Corporation for any Development will not constitute a waiver of any right to approve conditionally or disapprove any similar Development subsequently or additionally submitted for Owners Corporation approval.

20.29 The Owners Corporation may establish a scale of fees payable from time to time to the Owners Corporation for submission of an application to the Owners Corporation. The Owners Corporation may vary the scale of fees at any time.

20.30 The scale of fees will reflect the type of application including, but not limited to, a new Development application or alterations or extensions to an existing Development.

20.31 The scale of fees may be structured as:

- (1) an initial fee payable at the lodgement of an application;

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- (2) a second fee payable for the review by the Owners Corporation of an application that has been substantially amended, payable at the time the application is resubmitted for approval;
  - (3) a further fee for each subsequent review of an application that has been substantially amended payable at the time the application is resubmitted for approval;
  - (4) additional fees payable upon request by the Owners Corporation to reimburse the cost of engaging any consultant, including any design professional; retained to assist the Owners Corporation in considering an application;
  - (5) a CATV supply and installation fee; and
  - (6) an inspection fee after the completion of unsuccessful inspections.
- 20.32 If the Owners Corporation notifies a Resident that the Development has not been completed in accordance with approvals under this Development Control Code, the Owners Corporation will:
- (1) notify the Resident in writing of the non-compliance;
  - (2) specify the particulars of non-compliance; and
  - (3) require the Resident to remedy the non-compliance within 30 days of receipt of the notice.
- 20.33 Neither the Owners Corporation, nor its duly authorised representative, will be liable to any Resident for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Development Control Code, unless it is due to the wilful misconduct, bad faith, or criminal act of the Owners Corporation or its duly authorised representative.
- 20.34 Approvals (conditional or unconditional) of any application will not be construed as compliance by the Development with any Requirement relating to or regulating construction of the Development or the structural soundness of the Development.
- 20.35 The Owners Corporation may permit non-compliance with this Development Control Code if:
- (1) the Resident makes a written request (or consents in writing to such request) for the Owners Corporation's permission;
  - (2) the non-compliance is of a minor nature; and
  - (3) the design objectives will be enhanced.
- 20.36 The Owners Corporation must give written notice to the Resident of its endorsement of non-compliance. The granting of any endorsement will not operate to authorise non-compliance with this Development Control Code for any purpose except as to the particular Lot and particular clause covered by the endorsement, and only to the extent specified.
- 20.37 The Owners Corporation authorisation of non-compliance will not affect the Resident's obligations to comply with all Requirements affecting the Development.
- 20.38 If the Resident does not rectify the non-compliance within the period set out in a notice delivered by the Owners Corporation, the Owners Corporation (by itself, its agents, employees or contractors) may, at the Resident's expense, enter the Lot and remove the non-complying Development or any part of the Development and the Owners Corporation may recover the expense of removal as a liquidated debt from the Resident or may deduct the expense from the Development bond.
- 20.39 The Owners Corporation may take any other action (which it is empowered to take under the Act) it considers necessary to remedy a breach of this Development Control Code and may recover the expense the Owners Corporation incurs as a result from that Resident as a liquidated debt or may require all work on the Development site to cease and may restrict the access of agents, employees or contractors.
- 20.40 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation in connection with a breach of this Development Control Code or any action taken by the Owners Corporation in accordance with this Development Control Code.

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20.41 To the extent that there is any inconsistency between the provisions of this Development Control Code and a Development consent or approval issued by an Assessing Authority, the provisions of that Development consent or approval prevail.

20.42 The Residents of Lots 18 and 115 will not be required to comply with this By-law 20 to the extent that the Development Control Code relates to development of a Lot as residential accommodation or as a serviced apartment and provided Lots 18 and/or Lot 115 is used for commercial purposes.

20.43 This By-law 20 does not apply to the Developer.

**By-law 21 - Floor Coverings**

21.1 Residents must ensure that the floor surface within that Resident's Lot (other than any floor of a kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from such floor surface likely to disturb the peaceful enjoyment of the Resident of another Lot.

21.2 By-law 21.1 does not apply to Lots 18 and 115.

**By-law 22 - Facilities Agreement**

22.1 The Owners Corporation has the power and function to enter into the Facilities Agreement to provide access to the Facilities for Residents.

**By-law 23 - Use of Facilities**

23.1 The Owners Corporation acknowledges that Residents are entitled to use the Facilities in accordance with the rights granted to the Owners Corporation under the Facilities Agreement.

23.2 So long as they remain members of the Club, Residents must:

- (1) not create any noise or disturbance or behave in a manner likely to interfere with the peaceful enjoyment of the Facilities by other Residents or Club members; and
- (2) observe the Club Rules.

23.3 The Owners Corporation must use its best endeavours to ensure Residents observe the Club Rules including but not limited to rules in relation to:

- (1) the hours of use;
- (2) restrictions on use;
- (3) persons entitled to use; and
- (4) bookings and other procedures.

23.4 The Owners Corporation must keep an up to date and independent log of Residents' Club memberships including type, duration and limitations on those memberships as provided by the Club.

23.5 Should the Club cease to operate or the Facilities for any reason become unavailable (other than on a temporary basis) the Owners Corporation must:

- (1) ensure that Residents do not use the Facilities; and
- (2) collect and return to the Club, all Club memberships and access keys, cards and other related items which allow access to the Facilities.

**By-law 24 - Caretaking Agreement**

24.1 The Owners Corporation has the function to and the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the Building ("Resident Manager") which agreement may provide for:

- (1) a term of years with rights for early determination by either the Owners Corporation or the Resident Manager;
- (2) the provision of services consistent with use of the Lots as residential apartments;
- (3) the cleaning, caretaking, security supervision and service of the Common Property and for the general repair, maintenance, renewal or replacement of the Common Property;
- (4) the provision of Services to Residents;

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- (5) the supervision of any employees or contractors of the Owners Corporation;
- (6) the control and supervision of the Common Property;
- (7) the arbitration of disputes between the Owners Corporation and the Resident Manager; and
- (8) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.

24.2 At the expiration of an agreement entered into under this By-law, the Owners Corporation may enter into a further agreement under this By-law.

24.3 The Owners Corporation may not without the written consent of the Resident Manager enter into more than one agreement under this By-law at any one time.

**By-law 25 - Obstruction of Resident Manager**

25.1 A Resident must not:

- (1) interfere with or obstruct the Resident Manager from performing its duties under any agreement entered into under By-law 24; or
- (2) interfere with or obstruct the Resident Manager from using any part of the Common Property designated by the Owners Corporation for the Resident Manager's use in carrying out the services set out in By-law 24.

**By-law 26 - Amenities and Services**

26.1 The Owners Corporation has the function to and may determine and enter into arrangements for the provision of amenities or Services to one or more of the Lots or to Residents or their invitees and may without limitation:

- (1) establish and maintain amenities and Services for the Strata Scheme and Residents; and
- (2) engage or authorise others to provide amenities or Services for the benefit of the Strata Scheme and Residents.

26.2 The Owners Corporation may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with the provision of amenities or Services including those referred to in By-law 26.1 and for the engagement or authorisation of service contractors and others to provide or supply amenities or Services.

26.3 Without limitation, Services the Owners Corporation may provide include any or all of the following:

- (1) window and general cleaning;
- (2) garbage disposal and recycling Services;
- (3) utility Services of any nature including those referred to in these By-laws;
- (4) telecommunication and CATV Services; and
- (5) security Services.

26.4 Any funds generated in the hands of the Owners Corporation surplus to the costs of providing amenities or Services as a result of the levying of charges for the provision or supply of amenities and Services under agreements referred to in this By-law must be applied by the Owners Corporation to its administrative fund in reduction of liabilities of the Owners Corporation and in this way for the benefit of Residents.

26.5 If the Owners Corporation provides or supplies amenities or Services under this By-law, it may:

- (1) enter into agreements with Residents setting out the terms on which the Owners Corporation will charge for the provision or supply of amenities and Services and recover the costs of providing or supply amenities or Services including charges for:
  - (a) provision or supply of the amenities or Services;
  - (b) installation and connection to the relevant Service Infrastructure;
  - (c) servicing and maintenance of amenities or Service Infrastructure utilised in the provision or supply of an amenity or Service to a particular Resident;
  - (d) disconnection and reconnection fees (if applicable); and
  - (e) advance payments or security deposits to be provided in connection with the provision or supply of an amenity or Service;

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- (2) establish the basis for charges for provision or supply of amenities or Services;
- (3) establish a system of accounts and invoices in connection with the supply or provision of amenities or Services and rendering of accounts to Residents as appropriate;
- (4) recover any amounts when due and payable from any Resident under applicable accounts rendered (under the terms of agreement) and if an account is unpaid by the due date:
  - (a) recover any unpaid amount as a liquidated debt;
  - (b) recover interest on any unpaid account;
  - (c) disconnect or discontinue the provision or supply of an amenity or Service to the relevant Resident;
  - (d) charge a reconnection fee (if applicable) to restore an amenity or Service to the relevant Resident; and
  - (e) increase the advance payment or security deposit for provision or supply of an amenity or Service to the relevant Resident.

26.6 The Owners Corporation is not liable for any loss or damage suffered by any Resident as a result of any failure of the provision or supply of an amenity or Service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting provision or supply by the Owners Corporation.

26.7 Each Resident must:

- (1) allow the Owners Corporation and its agents, contractors, or employees access to any Service Infrastructure used in connection with amenities or Services;
- (2) comply with all requirements of the Owners Corporation imposed in connection with provision or supply of amenities or Services by the Owners Corporation; and
- (3) maintain any Service Infrastructure used in connection with the provision or supply of amenities or Services by the Owners Corporation and which is located in or on a Lot and which is used in connection with provision or supply of amenities and Services by the Owners Corporation.

26.8 Nothing in this By-law obliges a Resident to use or purchase an amenity or Service from the Owners Corporation or limits or restricts the rights of any Resident to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

**By-law 27 - Power of Owners Corporation to Enter into Other Agreements**

27.1 Without limitation to its other powers, the Owners Corporation has the function to and the power and authority appoint and to enter into other agreements to provide for Services to the Common Property or Residents as necessary including but not limited to:

- (1) an agreement with a person or corporation to provide for the management of administrative matters for the Strata Scheme which agreement may provide for:
  - (a) convening and attending annual general meetings of the Owners Corporation and preparing and forwarding minutes of those meetings;
  - (b) preparing and forwarding annual statements of accounts and budgets;
  - (c) preparing and forwarding notices of administrative and sinking fund levies;
  - (d) receipting, banking and accounting money paid to the Owners Corporation;
  - (e) reconciling bank statements for the Owners Corporation;
  - (f) paying Owners Corporation accounts;
  - (g) keeping Owners Corporation accounting records; and
  - (h) maintaining registers of assets, engagements and authorisations, allocations of exclusive use and authorisations concerning Common Property; and
- (2) an agreement and authorisation with a person or corporation to provide for the management of letting of Lots and ancillary services and amenities for some or all Residents and on an exclusive basis;



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- (3) an agreement and authorisation with a person or corporation to provide for security services to be provided to the Owners Corporation and lots in the Strata Scheme;
- (4) an agreement and authorisation to enter into an agreement relating to the use of Residents of facilities (such as gymnasium facilities).

**By-law 28 -- Easement**

- 28.1 Without limitation to its other powers, the Owners Corporation may execute an easement for access or other easement rights which either burdens or benefits Common Property, provided that the easement:
- (1) does not materially prejudice the rights of a Resident; and
  - (2) does not materially affect the amenity of the Strata Scheme.

**By-law 29 - Consent of Owners Corporation**

- 29.1 A consent given by the Owners Corporation under any By-law is revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Resident to whom the consent or approval is given is responsible at their own cost for compliance with the terms of the consent.

**By-law 30 - Complaints and Applications**

- 30.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the Managing Agent.

**By-law 31 - Air Conditioning - Special Privileges**

- 31.1 Any Resident for the time being of a lot who has air conditioning plant and equipment located in any part of the common property shall have special privileges in respect of that area of the common property where such plant and equipment is located for the purposes of keeping and maintaining air conditioning plant and equipment that services the air conditioning system for the lot.
- 31.2 The Owners Corporation shall 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 a resident has the special privilege of under this By-law but the Resident who has special privileges must maintain any air-conditioning plant and equipment that services their lot on such special privilege area at its cost.
- 31.3 Any Resident of a lot who has the special privilege in respect of the area of the common property where the air conditioning plant and equipment servicing that Resident's lot is located must keep any such plant and equipment in this area in a good condition so that it does not cause disturbance or nuisance to any other Resident in the Strata Scheme.

**By-law 32 - Residents' Parking**

- 32.1 A Resident must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.
- 32.2 All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a safe speed.

**By-law 33 - Display Units**

- 33.1 While the Developer is an owner, occupier or lessee of a Lot in the Strata Scheme, the Developer and its agents will be entitled to use a Lot as a display unit for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the Lot or Lots and the Developer may conduct an auction sale from such Lot.
- 33.2 The Developer and its agents are entitled to erect signs and advertising on the Lot and parcel.
- 33.3 The Developer shall be entitled, for the purposes of exercising its rights under this By-law full and

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uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day.

**By-law 34 - Visitors' Car Park**

- 34.1 A Resident shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 34.2 A Resident shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

**By-law 35 - Use of Recreation Facilities**

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

- 35.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 35.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 35.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 35.4 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;
- 35.5 that no use is made of the Recreation Facilities between the hours of 10.00 pm and 6.00 am or other hours set from time to time by the Executive Committee;
- 35.6 that the Resident and their invitees and guests are suitably attired at all times;
- 35.7 that the Resident and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Resident Manager.

**By-law 36 - Rules re Recreation Facilities**

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

**By-law 37 - Maintenance of Recreation Facilities**

- 37.1 A Resident shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

**By-law 38 - Auction Sales**

- 38.1 Subject to By-law 33 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 Strata Scheme without the prior approval in writing of the Executive Committee.

**By-law 39 - Joint Liability**

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

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**By-law 40 - Use of Lots**

- 40.1 Subject to By-law 40.2 and By-law 40.5, all lots shall only be used for residential/serviced apartment purposes.
- 40.2 Lot 18 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services and/or management office and/or day spa or any other commercial purpose determined by the owner of Lot 18 ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-laws as the management and letting services).
- 40.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.
- 40.4 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.
- 40.5 Despite By-laws 2.1 and 40.1, Lot 115, Lot 18 and any other lot nominated by the Developer from time to time may be used for commercial purposes, including, without limitation, for the purposes of a licensed restaurant.

**By-law 41 - Executive Committee may Employ**

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

**By-law 42 - Notices**

- 42.1 A Resident, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

**By-law 43 - Recovery of Costs**

- 43.1 An owner of a Lot (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
- (1) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-laws of the Owner's Corporation;
  - (2) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.
- 43.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-
- (1) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (2) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

**By-law 44 - Recovery by Owner's Corporation**

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

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**By-law 45 - Liquor Licence**

- 45.1 The Owner's Corporation and Residents must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of the sale and supply of liquor on the Common Property.
- 45.2 Each Resident must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of their Lot.

**By-law 46 - Power to Enter Into Licence Agreements**

- 46.1 The Owner's Corporation has the function to and may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of provided that such licence agreements do not interfere with any businesses being conducted on the Common Property or in Lots 18, 115.

**By-law 47 - Bulk Supply of Electricity, Water and other Utility Services**

- 47.1 The Owner's Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owner's Corporation has the power and function to enter into an agreement with a Supplier on terms decided by the Executive Committee, or if the agreement is outside of the scope of the Executive Committee's authority, the Owner's Corporation.
- 47.2 The Owner's Corporation has the power and function to enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase, sale and administration of the Utility Services ("Utilities Manager").
- 47.3 The Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.
- 47.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.
- 47.5 Subject to this By-law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, Owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.
- 47.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.
- 47.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-law.
- 47.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.
- 47.9 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

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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.

- 47.10 The Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied, or the Utilities Manager may give to the owner of a lot an account for the electricity supplied. By-law 43 and By-law 39 apply to such payments.
- 47.11 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:
- (1) the agreement with the Supplier is terminated;
  - (2) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or
  - (3) the Consumer does not pay for the supply of the Utility Service by the due date.
- 47.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.
- 47.13 The Utilities Manager (or other person nominated by the Executive Committee) must, if asked by a proposed assignee or transferee of a Lot who has written authority from the owner of the Lot to do so, disclose the amount of outstanding service accounts for the relevant Lot.
- 47.14 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-law and the Terms of Supply.
- 47.15 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 47.16 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations.
- 47.17 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.
- 47.18 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.
- 47.19 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.
- 47.20 Any account delivered by the Owner's Corporation to an individual Lot owner 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:
- (1) charge interest at the rate of 20% per annum on the outstanding amount (calculated daily);
  - (2) 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
  - (3) disconnect the supply of the Utility Service to the relevant lot.

**By-law 48 - Exclusive Use - Carparking Areas**

- 48.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and

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enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".

- 48.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of carparking only.
- 48.3 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 a Resident has the exclusive use of under this By-law provided that the Resident 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 Resident's negligent act or omission.
- 48.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 49 - Exclusive Use - Storage Areas**

- 49.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 49.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of storage only.
- 49.3 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 a Resident has the exclusive use of under this By-law provided that the Resident shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the Resident's negligent act or omission.
- 49.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 50 - Exclusive Use - Courtyard Areas**

- 50.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the fourth column of Schedule 1 and identified on the sketch plan attached as Plan "B".
- 50.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of a courtyard to be used in conjunction with the lot to which the exclusive use area attaches.
- 50.3 The Owners 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 a Resident has the exclusive use of under this By-law provided that the Owners Corporation may recover from the owner of the lot that has the benefit of the exclusive use area the costs and expenses incurred by the Owners Corporation (or its employees, servants or agents) in undertaking such maintenance and repairs. Such costs shall be as determined by the Owners Corporation and payable at such times as determined by the Owners Corporation.
- 50.4 No improvement shall be made or Development undertaken on the exclusive use areas without the consent of the Owners Corporation. No furniture or other chattels shall be kept or maintained on the exclusive use area unless such furniture or chattels comply with this By-laws or are otherwise approved by the Owners Corporation.
- 50.5 the Owners Corporation is entitled to and authorised to enter into an exclusive use area granted under this By-law for the purposes of carrying out its obligations under this By-law or the Act.

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50.6 In an emergency the Owners Corporation or a Resident may use any part of an exclusive use area for the purpose of accessing or egressing any part of the parcel.

**By-law 51 - Exclusive Use**

51.1 The Resident for the time being of a lot specified in the first column of the schedule below shall have the right of exclusive use and enjoyment of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "A" or "C".

51.2 The Resident of a lot that has the exclusive use 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.

51.3 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 a Resident has exclusive use of under this By-law subject to any obligations on the Resident of a lot that has exclusive use under this By-law as set out in the fourth column of the schedule below.

51.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any parts 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 cost of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Condition and Obligation of Owner/Occupier to Maintain
Lot 115	EU115	Dining area for patrons of business conducted from Lot 115. Area may be used for the sale/consumption of liquor	<ol style="list-style-type: none"> <li>1. Resident must keep area clean and tidy.</li> <li>2. Resident must repair any damage caused to area (including any damage caused by the installation or removal of fixtures).</li> <li>3. Resident must take out and maintain public liability insurance (noting the interest of the Owners Corporation) for at least \$5,000,000.00 for each occurrence.</li> <li>4. No alterations or improvements may be made to the exclusive use area other than in accordance with these By-laws.</li> </ol>
Lot 18	EU18A EU18C	Linen room/storage room.	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18B EU18F EU18J EU18K EU18L	Storeroom.	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18D	Cleaners room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18E	Staff amenities room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18G	Storeroom	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> <li>2. Resident shall subject to receiving reasonable notice grant access to any lot owner or their agents and/or contractors for the purpose of maintaining and servicing air conditioning plant and equipment that may belong to such lot owners and be located within this exclusive use area.</li> </ol>

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Lot 18	EU18H	Pool Equipment Room	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 115	EU115B	Carparks	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).

51.5 The right of exclusive use of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot is responsible for the compliance with By-Law 3.1;

Members of the Public are to be directed to use the sanitary facilities in the area labelled SR115F and for this purpose to install directional signage in the Lot 115 premises, at its cost;

- (2) A Member of the Public may not use any common property except to enter and to leave Lot 115 or for the purpose of which such areas may be used according to the third column, an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 51.5(2).

**By-law 52 - Special Privileges**

52.1 The Resident 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 "D". The rights granted under this By-Law 52.1 are not exclusive use rights.

52.2 The Resident 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.

52.3 The Owners 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 a resident has special privileges in respect of under this By-Law subject to any obligations imposed on the resident of a Lot that has special privileges under this By-Law as set out in the fourth column of the Schedule below.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Condition and Obligation of Owner/Occupier to Maintain
Lot 18	EU116A	To maintain a booking system and register to manage the licensing and use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the Invitee during the licence period of use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU116A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.
Lot 115	SRF115F	The right for the Resident, its Invitees and Members of the Public to use the sanitary facilities.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident, staff and patrons of business conducted from Lot 115.
Lot 115	SR115D	The right to use the relevant area for the purpose of: 1. Serving meals (including breakfast, lunch and dinner), food and	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Respondent (or its agents or invitees).



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		beverages (including alcohol). 2. Conduct temporary functions. 3. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	
Lot 115	SR115C	Subject to the condition that other Residents may continue to access the relevant area (even when it is being used by the party with the benefit of this special right) to access other parts of the Building, the right to use the relevant area for the purposes of: 1. Conducting temporary functions. 2. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident (or its agent or invitees).
Lot 1B	SR115E	To maintain a booking system and register to manage the use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the invitee during the licence period or use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.

52.4 The special privilege in respect of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot must comply with By-Law 3.1 and By-Law 3.4;
- (2) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use sanitary facilities in the common property except sanitary facilities in an area of common property of which the owner of Lot 115 has a special privilege under By-Law 52;
- (3) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use any common property except to enter and to leave Lot 115 or for the purpose for which such areas may be used according to the third column, being an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 52.4(2).

**By-law 53 - Special Privilege for Caretaker/Letting Agent**

53.1 The Resident from time to time of Lot 1B ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No Resident other than the Resident of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.

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

53.3 This By-law does not prevent:-

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

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53.4 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 53.2 properly maintained and in a state of good and serviceable repair.

**By-law 54 – Smoking on Premises**

54.1 The owner of occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

54.2 An owner or occupier of a lot must ensure that smoke caused by smoking of tobacco or any other substance by the owner or occupier or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

54.3 The Owners Corporation delegates to the Strata Committee and Strata Managing Agent responsibility for:

- (1) The service of a notice in a form approved by the Director-General, on the owner or occupier of a lot requiring the owner or occupier to comply if satisfied that the owner or occupier has contravened the By-Law; and
- (2) Commencing legal proceedings seeking orders, requiring a person who fails to comply with a notice served in accordance with (1) to pay the statutory pecuniary penalty and any costs of the Owners Corporation in the proceedings.
- (3) Prior to (1) and (2) the Building Manager must first be notified of any instance of smoking so that appropriate action can be taken to notify the owner or occupier of the lot. Should such notification fail to prevent further breaches of this by-law, actions specified in (1) and (2) can then be pursued.

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 2019 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

**SCHEDULE 1**

**Exclusive Use Carparking Areas Storage Areas and Courtyard Areas**

<b>First Column Lot</b>	<b>Second Column Carspace</b>	<b>Third Column Storage area</b>	<b>Fourth Column Courtyard area</b>
1	E1 as shown on Plan A attached	S1 as shown on Plan A attached	EU1 as shown on Plan B attached
2	E2 as shown on Plan A attached	Not applicable	Not applicable
3	E3 as shown on Plan A attached	Not applicable	Not applicable
4	E4 as shown on Plan A attached	Not applicable	Not applicable
5	E5 as shown on Plan A attached	Not applicable	Not applicable
6	E6 as shown on Plan A attached	Not applicable	Not applicable
7	E7 as shown on Plan A attached	Not applicable	Not applicable
8	E8 as shown on Plan A attached	Not applicable	Not applicable
9	E9 as shown on Plan A attached	Not applicable	Not applicable
10	E10 as shown on Plan A attached	Not applicable	Not applicable
11	E11 as shown on Plan A attached	Not applicable	Not applicable
12	E12 as shown on Plan A attached	Not applicable	Not applicable
13	E13 as shown on Plan A attached	Not applicable	Not applicable
14	E14 as shown on Plan A attached	Not applicable	Not applicable
15	E15 as shown on Plan A attached	Not applicable	Not applicable
16	E16 as shown on Plan A attached	Not applicable	Not applicable
17	E17 as shown on Plan A attached	Not applicable	Not applicable
18	E18 as shown on Plan A attached	S18 as shown on Plan A attached	Not applicable
19	E19 as shown on Plan A attached	Not applicable	Not applicable
20	E20 as shown on Plan A attached	Not applicable	Not applicable
21	E21 as shown on Plan A attached	Not applicable	Not applicable
22	E22 as shown on Plan A attached	Not applicable	Not applicable
23	E23 as shown on Plan A attached	Not applicable	Not applicable
24	E24 as shown on Plan A attached	Not applicable	Not applicable
25	E25 as shown on Plan A attached	Not applicable	Not applicable
26	E26 as shown on Plan A attached	Not applicable	EU26 as shown on Plan B attached

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 2019 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

*By-Laws for Santal - 9-13 Dianella Drive, Casuarina*

27	E27 as shown on Plan A attached	Not applicable	EU27 as shown on Plan B attached
28	E28 as shown on Plan A attached	Not applicable	EU28 as shown on Plan B attached
29	E29 as shown on Plan A attached	Not applicable	EU29 as shown on Plan B attached
30	E30 as shown on Plan A attached	Not applicable	EU30 as shown on Plan B attached
31	E31 as shown on Plan A attached	Not applicable	EU31 as shown on Plan B attached
32	E32 as shown on Plan A attached	S32 as shown on Plan A attached	EU32 as shown on Plan B attached
33	E33 as shown on Plan A attached	Not applicable	EU33 as shown on Plan B attached
34	E34 as shown on Plan A attached	Not applicable	Not applicable
35	E35 as shown on Plan A attached	Not applicable	Not applicable
36	E36 as shown on Plan A attached	Not applicable	Not applicable
37	E37 as shown on Plan A attached	Not applicable	Not applicable
38	E38 as shown on Plan A attached	Not applicable	Not applicable
39	E39 as shown on Plan A attached	Not applicable	Not applicable
40	E40 as shown on Plan A attached	Not applicable	Not applicable
41	E41 as shown on Plan A attached	Not applicable	Not applicable
42	E42 as shown on Plan A attached	Not applicable	Not applicable
43	E43 as shown on Plan A attached	Not applicable	Not applicable
44	E44 as shown on Plan A attached	Not applicable	Not applicable
45	E45 as shown on Plan A attached	Not applicable	Not applicable
46	E46 as shown on Plan A attached	Not applicable	Not applicable
47	E47 as shown on Plan A attached	Not applicable	Not applicable
48	E48 as shown on Plan A attached	Not applicable	Not applicable
49	E49 as shown on Plan A attached	Not applicable	Not applicable
50	E50 as shown on Plan A attached	Not applicable	Not applicable
51	E51 as shown on Plan A attached	Not applicable	Not applicable
52	E52 as shown on Plan A attached	Not applicable	Not applicable
53	E53 as shown on Plan A attached	Not applicable	Not applicable
54	E54 as shown on Plan A attached	Not applicable	Not applicable
55	E55 as shown on Plan A attached	Not applicable	Not applicable
56	E56 as shown on Plan A attached	Not applicable	Not applicable
57	E57 as shown on Plan A attached	Not applicable	Not applicable
58	E58 as shown on Plan A attached	Not applicable	Not applicable
59	E59 as shown on Plan A attached	Not applicable	Not applicable
60	E60 as shown on Plan A attached	Not applicable	Not applicable
61	E61 as shown on Plan A attached	Not applicable	Not applicable
62	E62 as shown on Plan A attached	Not applicable	Not applicable
63	E63 as shown on Plan A attached	Not applicable	Not applicable
64	E64 as shown on Plan A attached	Not applicable	Not applicable

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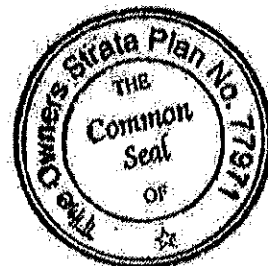
65	E65 as shown on Plan A attached	Not applicable	Not applicable
66	E66 as shown on Plan A attached	Not applicable	Not applicable
67	E67 as shown on Plan A attached	Not applicable	Not applicable
68	E68 as shown on Plan A attached	Not applicable	Not applicable
69	E69 as shown on Plan A attached	Not applicable	Not applicable
70	E70 as shown on Plan A attached	Not applicable	Not applicable
71	E71 as shown on Plan A attached	Not applicable	Not applicable
72	E72 as shown on Plan A attached	Not applicable	Not applicable
73	E73 as shown on Plan A attached	Not applicable	Not applicable
74	E74 as shown on Plan A attached	Not applicable	Not applicable
75	E75 as shown on Plan A attached	S75 as shown on Plan A attached	Not applicable
76	E76 as shown on Plan A attached	Not applicable	Not applicable
77	E77 as shown on Plan A attached	Not applicable	Not applicable
78	E78 as shown on Plan A attached	Not applicable	Not applicable
79	E79 as shown on Plan A attached	Not applicable	Not applicable
80	E80 as shown on Plan A attached	Not applicable	Not applicable
81	E81 as shown on Plan A attached	Not applicable	Not applicable
82	E82 as shown on Plan A attached	Not applicable	Not applicable
83	E83 as shown on Plan A attached	Not applicable	Not applicable
84	E84 as shown on Plan A attached	Not applicable	Not applicable
85	E85 as shown on Plan A attached	Not applicable	Not applicable
86	E86 as shown on Plan A attached	Not applicable	Not applicable
87	E87 as shown on Plan A attached	Not applicable	Not applicable
88	E88 as shown on Plan A attached	Not applicable	Not applicable
89	E89 as shown on Plan A attached	Not applicable	Not applicable
90	E90 as shown on Plan A attached	Not applicable	Not applicable
91	E91 as shown on Plan A attached	Not applicable	Not applicable
92	E92 as shown on Plan A attached	Not applicable	Not applicable
93	E93 as shown on Plan A attached	Not applicable	Not applicable
94	E94 as shown on Plan A attached	Not applicable	Not applicable
95	E95 as shown on Plan A attached	Not applicable	Not applicable

*By-Laws for Santal – 9-13 Dianella Drive, Casuarina*

96	E96 as shown on Plan A attached	Not applicable	Not applicable
97	E97 as shown on Plan A attached	Not applicable	Not applicable
98	E98 as shown on Plan A attached	Not applicable	Not applicable
99	E99 as shown on Plan A attached	Not applicable	Not applicable
100	E100 as shown on Plan A attached	Not applicable	Not applicable
101	E101 as shown on Plan A attached	Not applicable	Not applicable
102	E102 as shown on Plan A attached	Not applicable	Not applicable
103	E103 as shown on Plan A attached	Not applicable	Not applicable
104	E104 as shown on Plan A attached	Not applicable	Not applicable
106	E105 as shown on Plan A attached	Not applicable	Not applicable
106	E106 as shown on Plan A attached	Not applicable	Not applicable
107	E107 as shown on Plan A attached	Not applicable	Not applicable
108	E108 as shown on Plan A attached	Not applicable	Not applicable
109	E109 as shown on Plan A attached	Not applicable	Not applicable
110	E110 as shown on Plan A attached	Not applicable	Not applicable
111	E111 as shown on Plan A attached	Not applicable	Not applicable
112	E112 as shown on Plan A attached	Not applicable	Not applicable
113	E113 as shown on Plan A attached	Not applicable	Not applicable
114	E114 as shown on Plan A attached	Not applicable	Not applicable

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

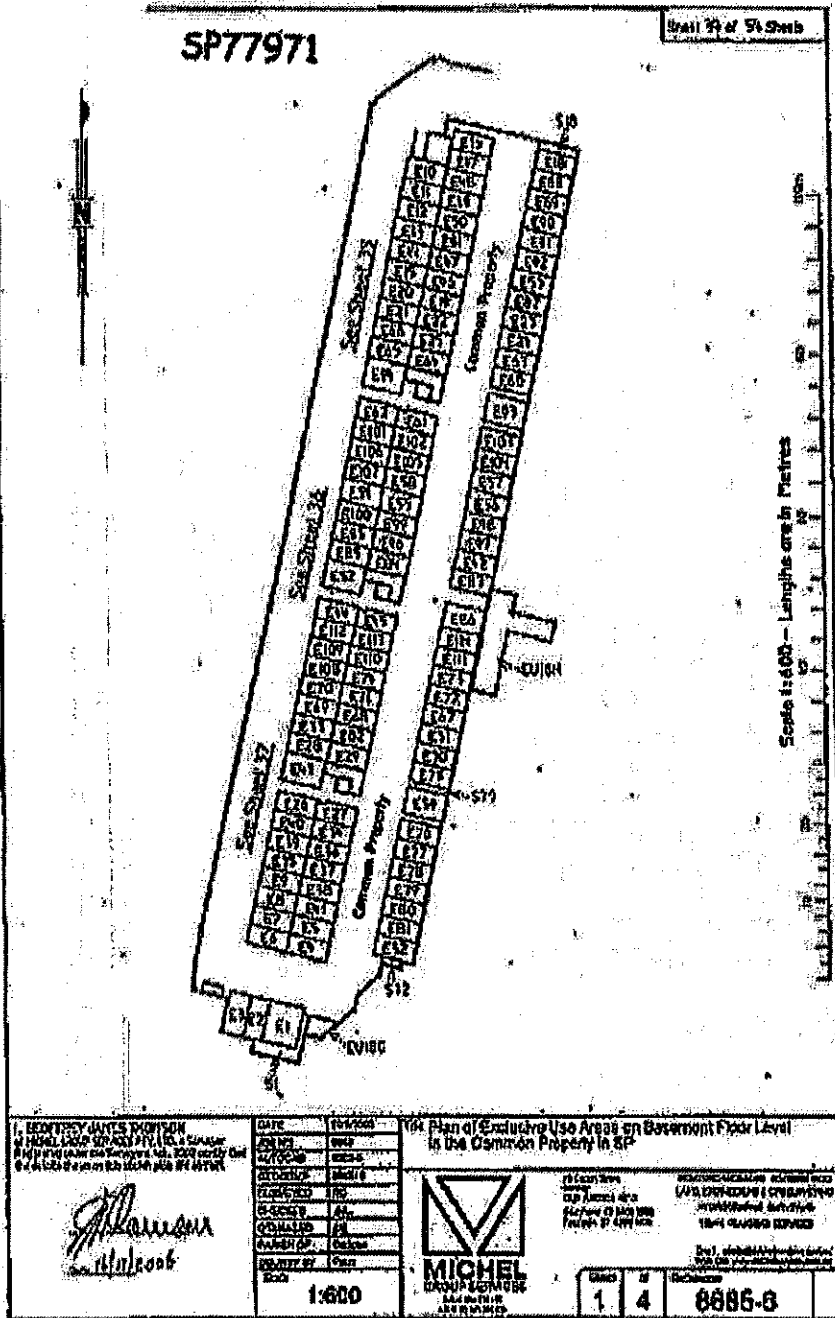
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



By-Laws for Strata – 9-13 Dianella Drive, Casuarina

PLAN "A"

Exclusive Use Carparking Areas and Storage Areas



The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

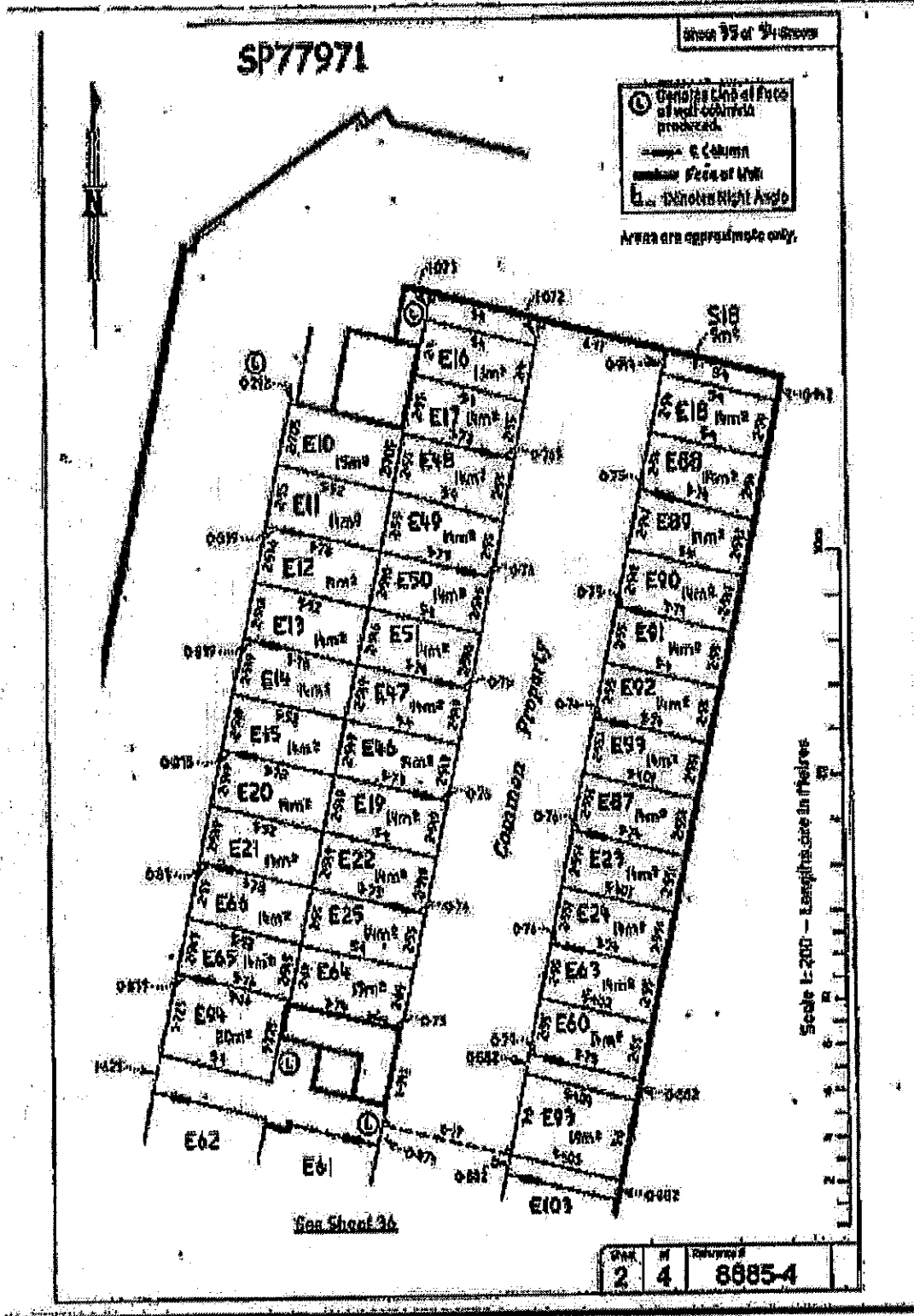
Signature: 

Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

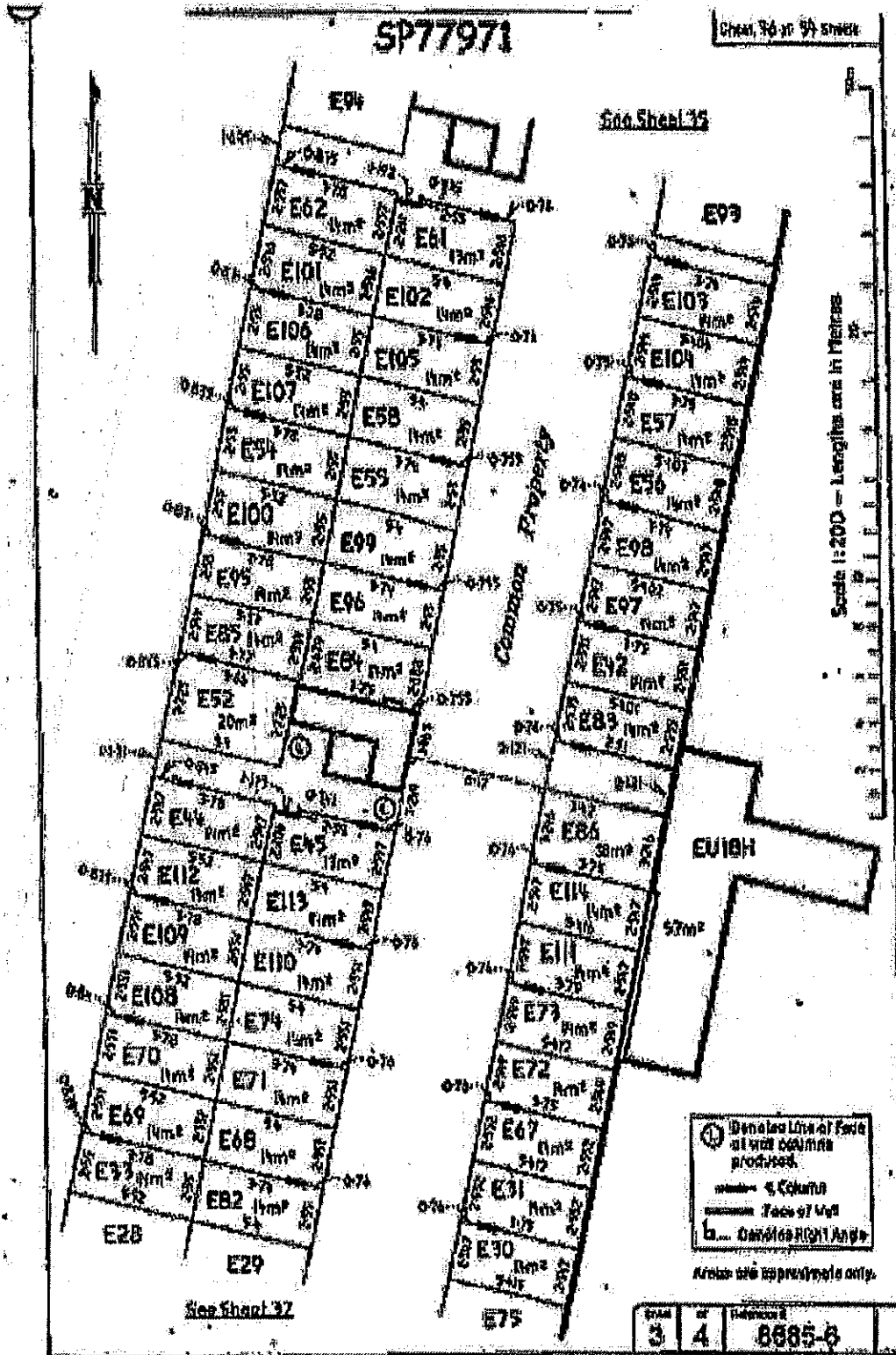


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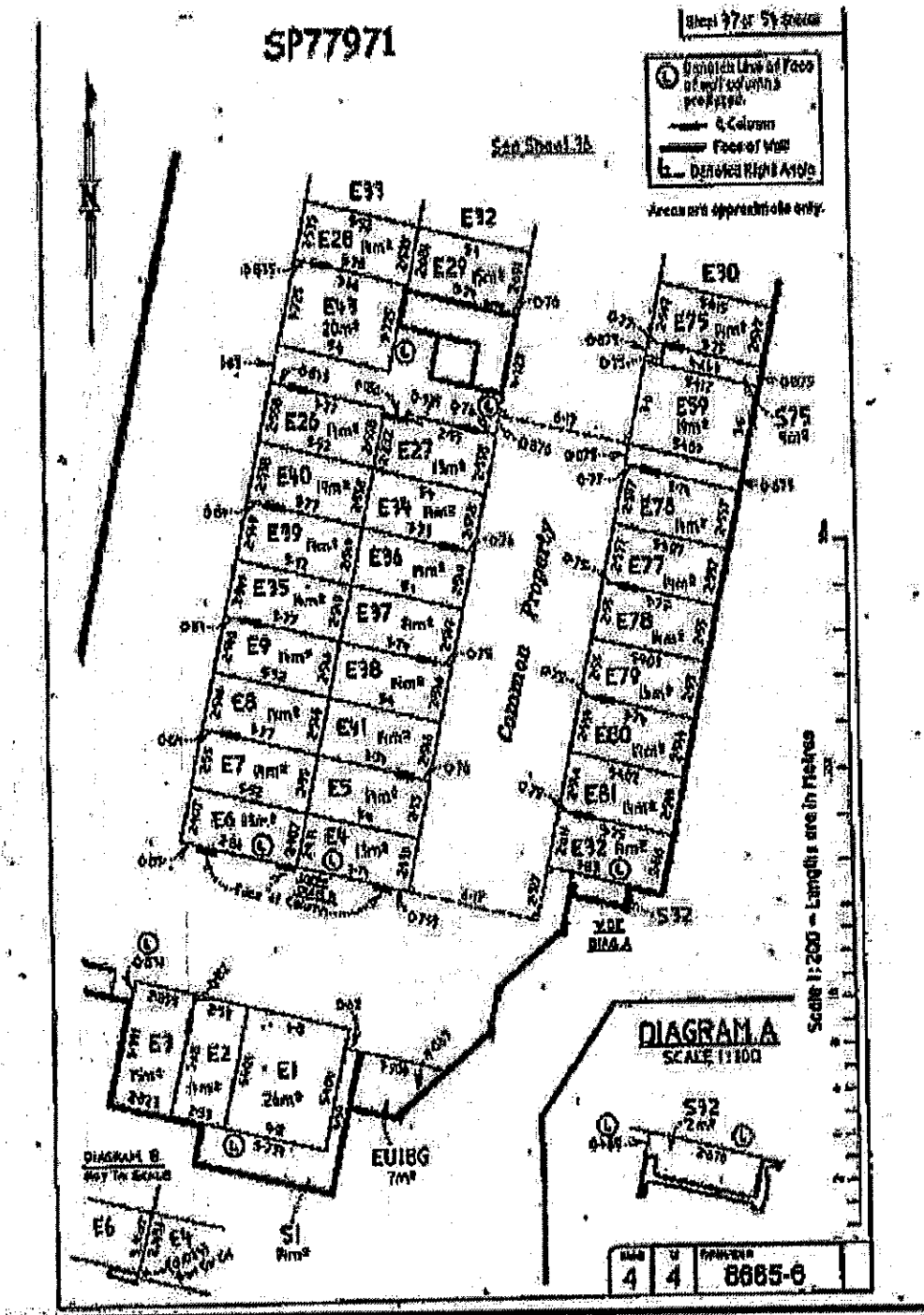




By-Laws for Santal - 9-13 Dianella Drive, Casuarina



By-Laws for Santal - 9-13 Dianella Drive, Casuarina

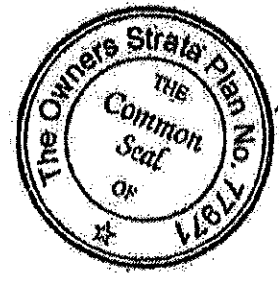


The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

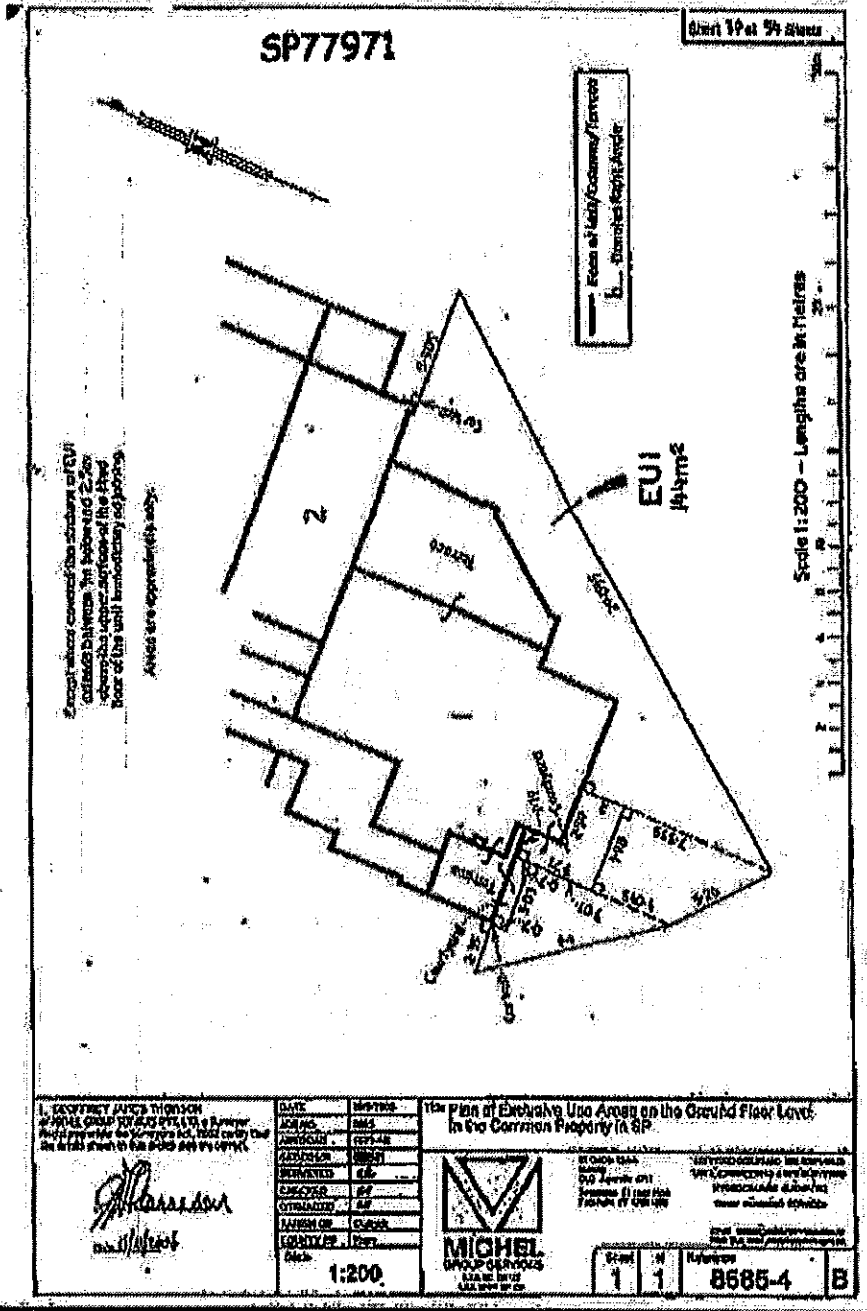
Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent



PLAN "B"

Exclusive Use Courtyard Areas



EXCLUSIVE USES SHOWN IN THIS GROUP ARE NOT TO BE AFFIXED UNTIL THE COMMON SEAL HAS BEEN AFFIXED TO THE STRATA PLAN IN ACCORDANCE WITH SECTION 273 OF THE STRATA MANAGEMENT ACT 2015.	DATE	18/09/2019	This Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP	MICHEL GROUP SERVICES 11/11/2019 8585-4 B
	DRAWN BY CHECKED BY APPROVED BY DATE	NAME TITLE SIGNATURE DATE		

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

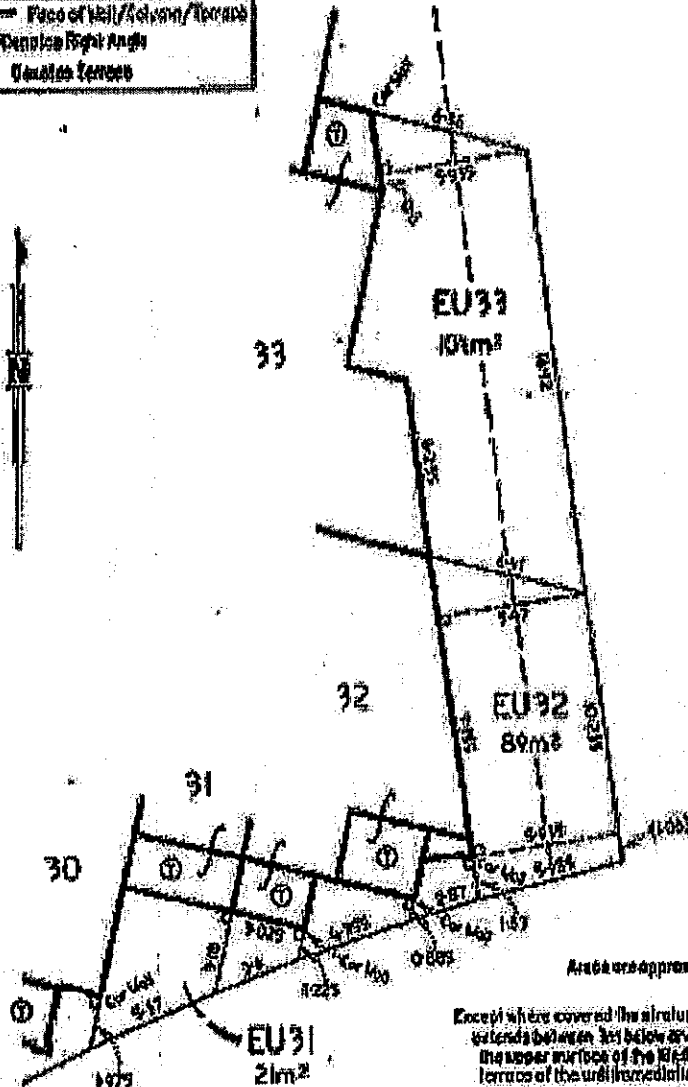
Signature: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



SP77971

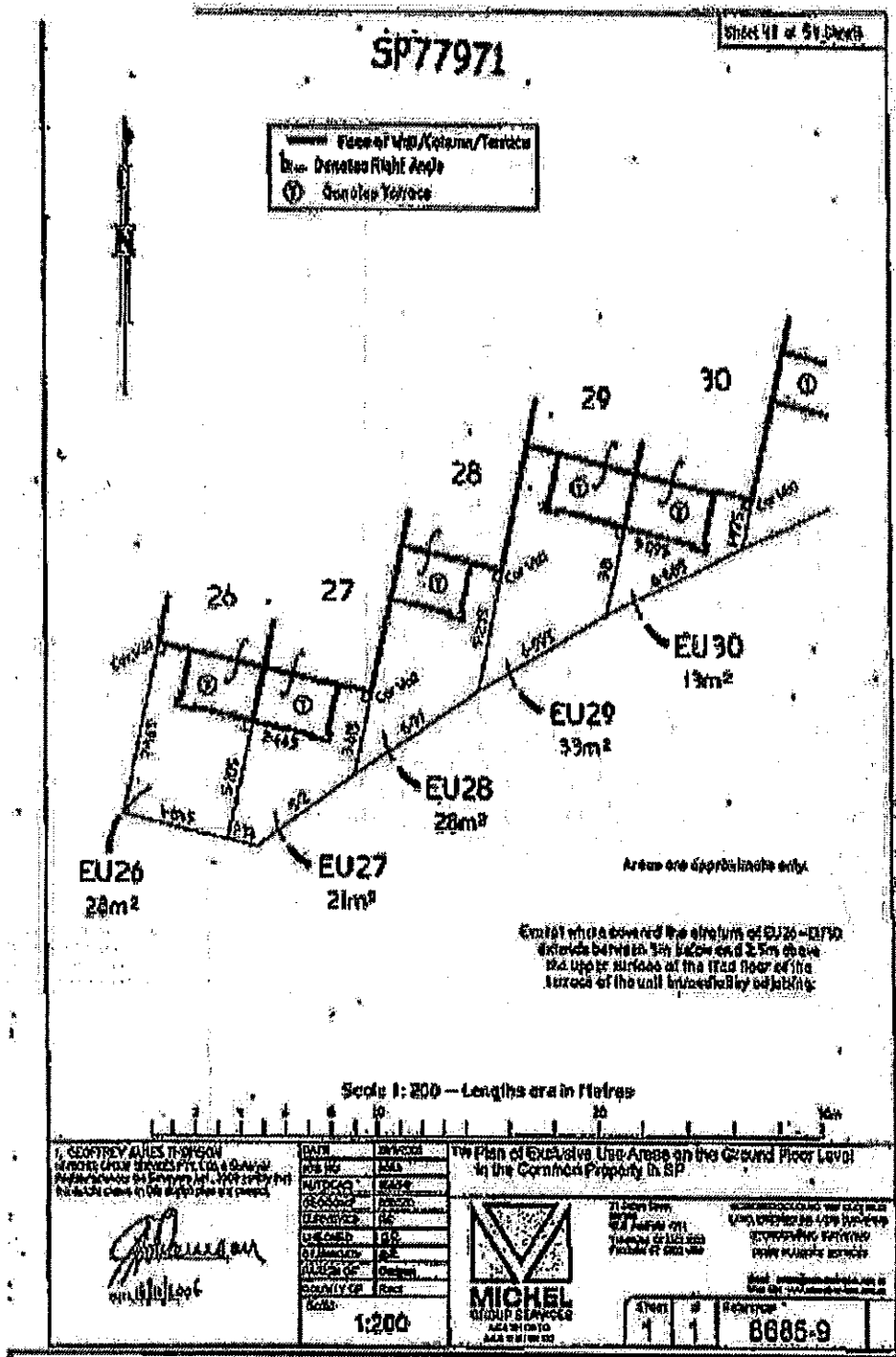
Part 10 of 54 sheets

Face of Wall/Column/Terrace  
 Denotes Right Angle  
 Denotes fences



Scale 1:200 - Lengths are in Metres

I. ROBERTY JARVEY HAYSON ARCHITECT 10/10/2006	DATE: 10/10/2006 DRAWN BY: JARVEY CHECKED BY: HAYSON SCALE: 1:200	THIS PLAN OF EXISTING USE APPLICABLE ON THE GROUND FLOOR LEVEL IN THE COMMON PROPERTY IN SP	MICHEL GROUP SERVICES 144 WILSON 4100 CASUARINA	1:200 1 1 8885-B
	MICHEL GROUP SERVICES 144 WILSON 4100 CASUARINA			



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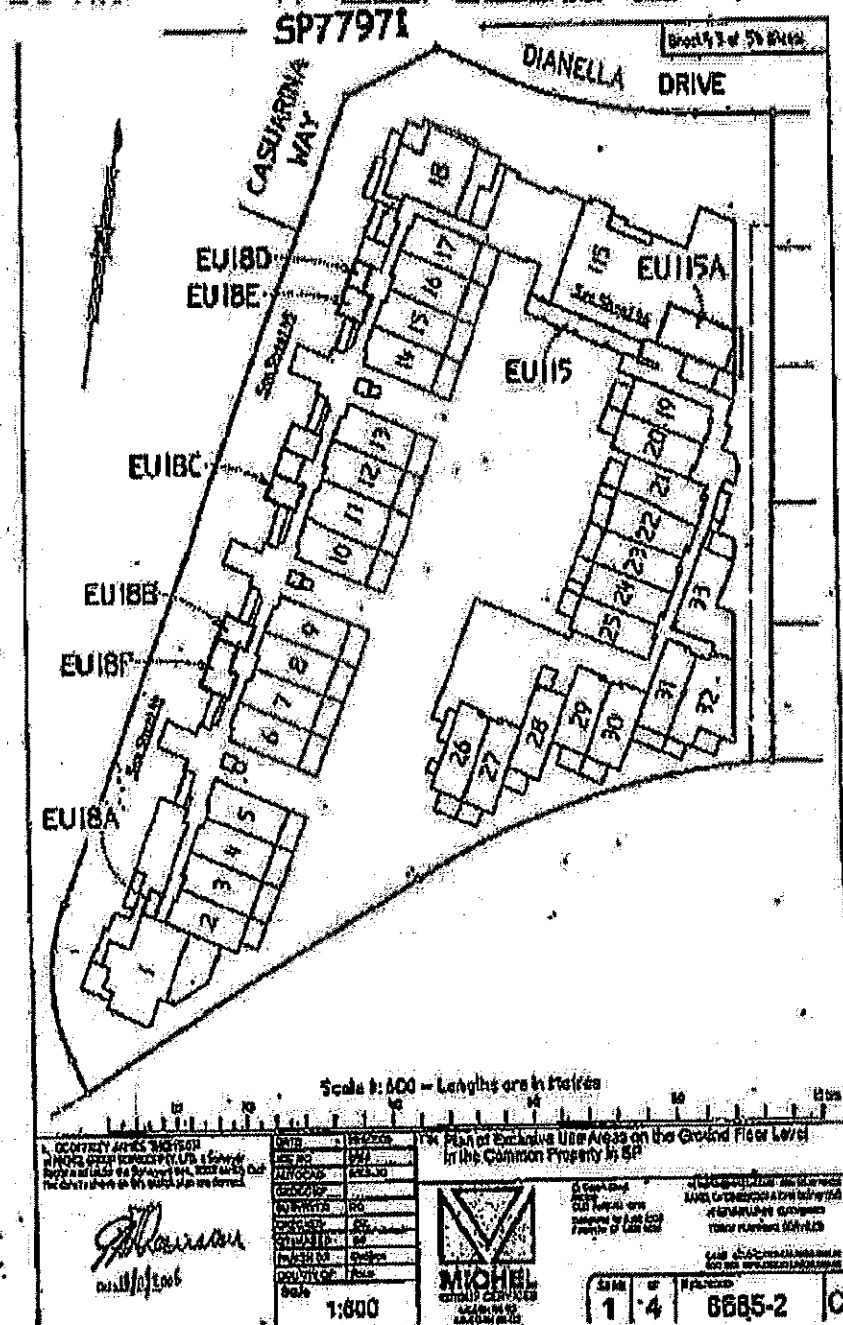
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent




By-Laws for Santal - 9-13 Dianella Drive, Casuarina

PLAN "C"

Exclusive Use Areas

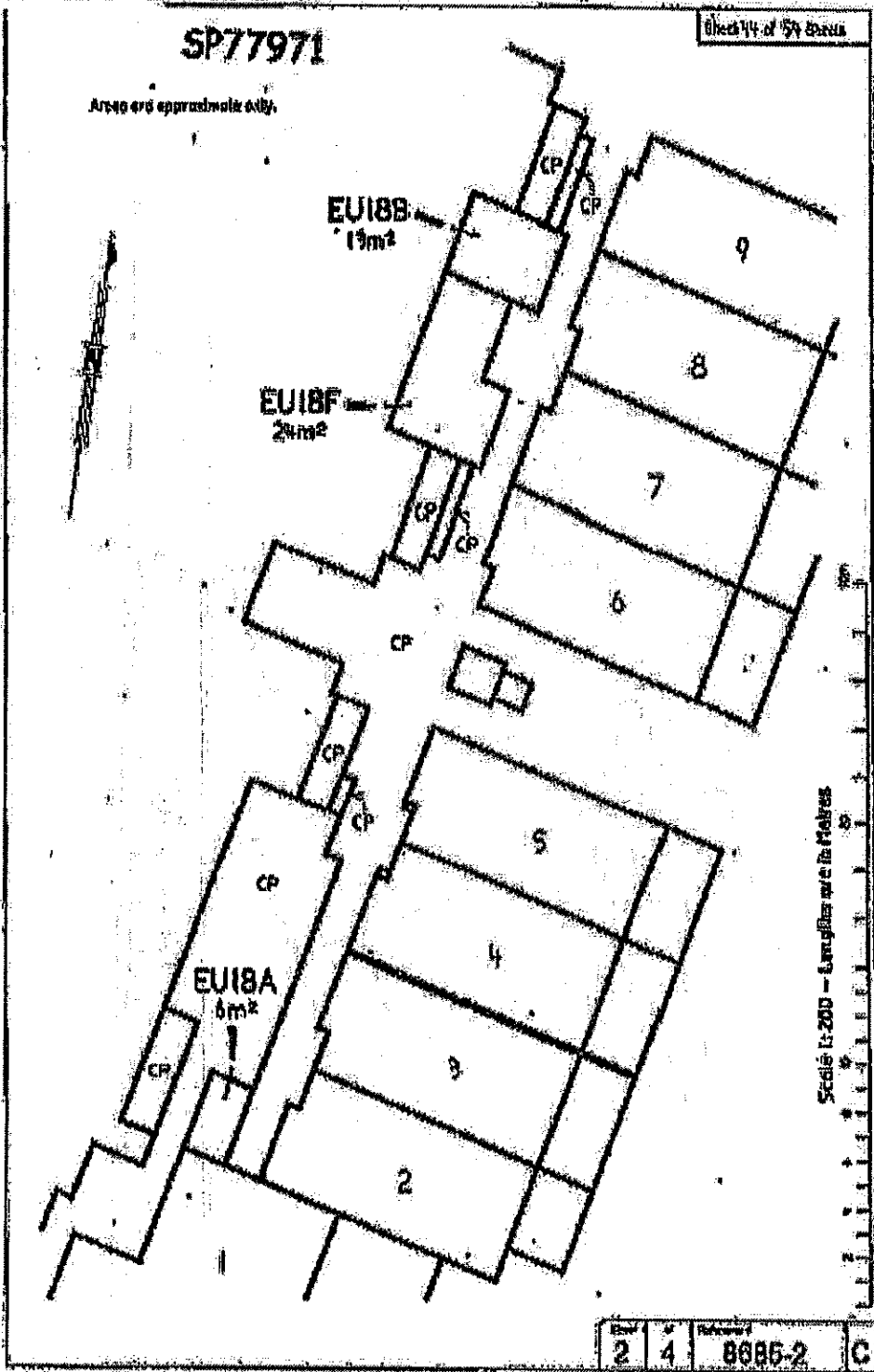


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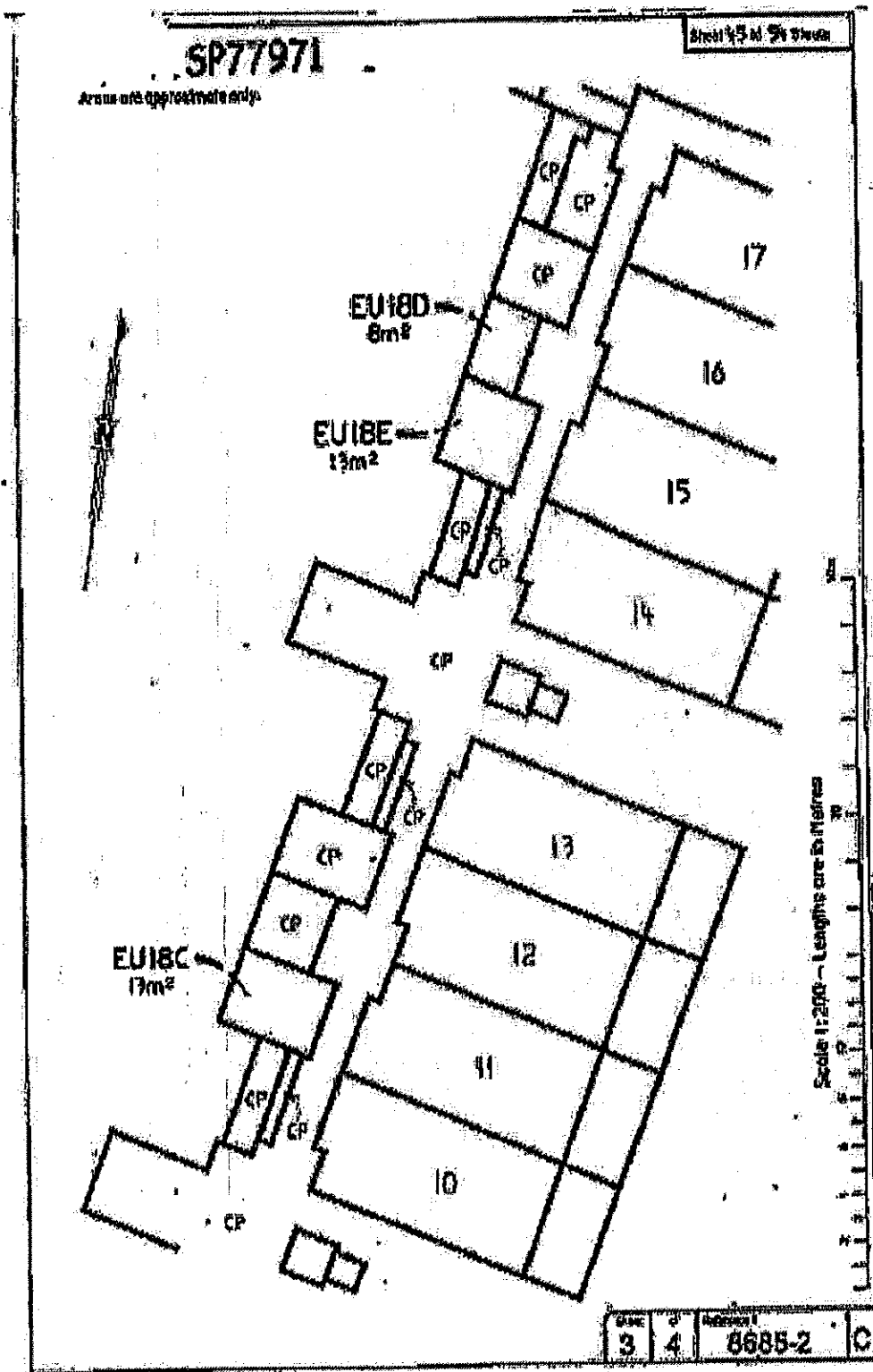
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



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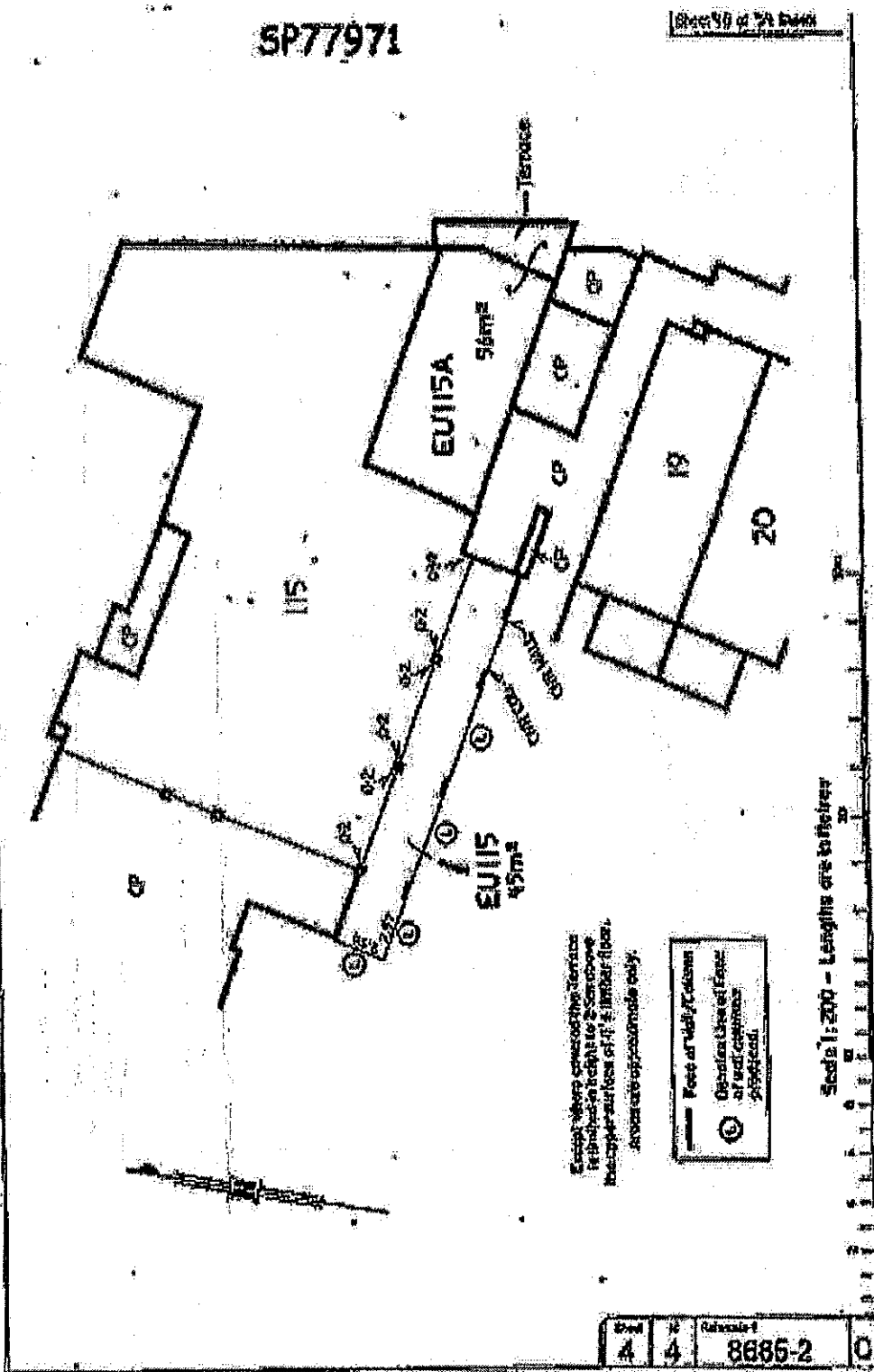




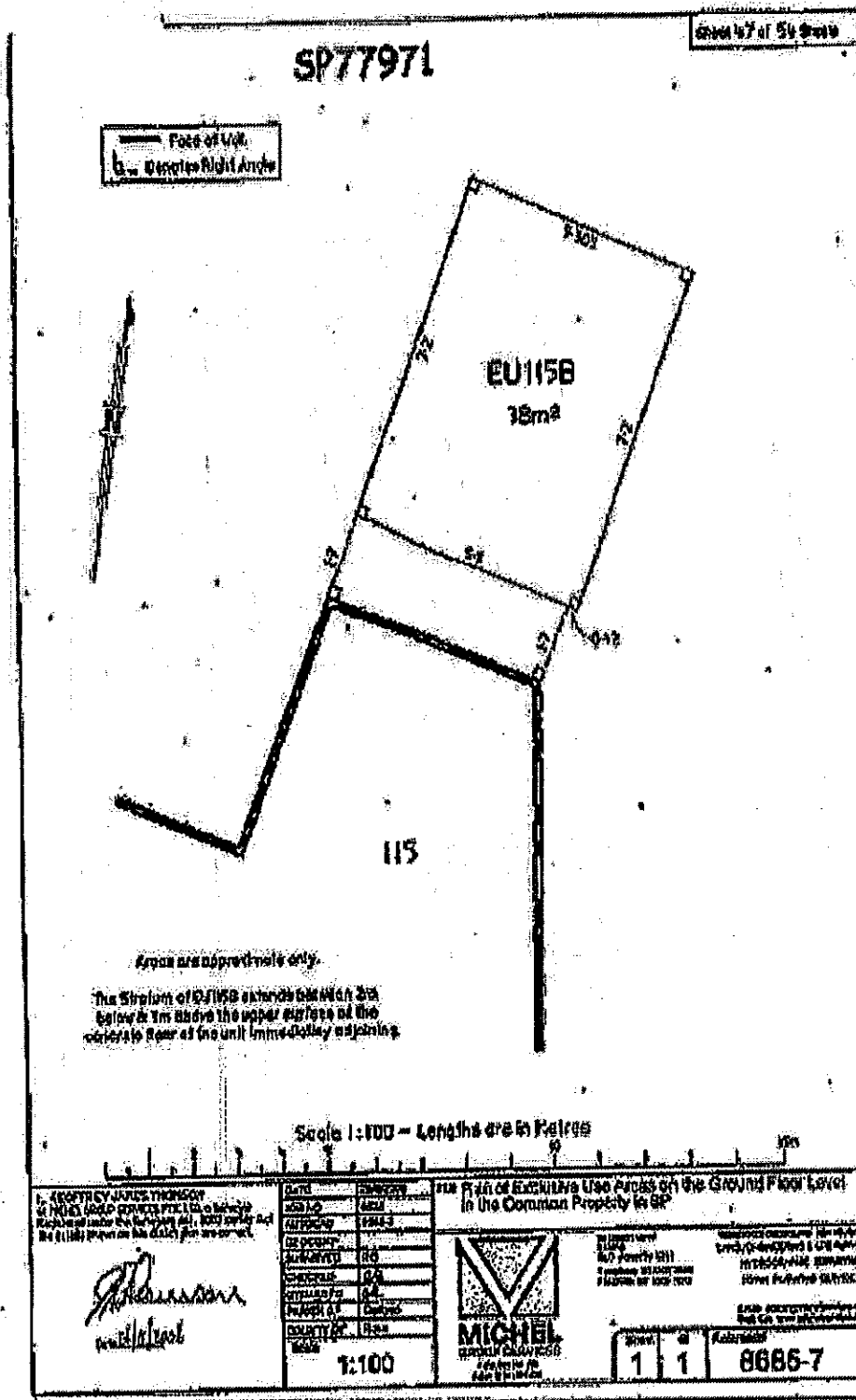
By-Laws for Santal - 9-13 Dianella Drive, Casuarina

SP77971

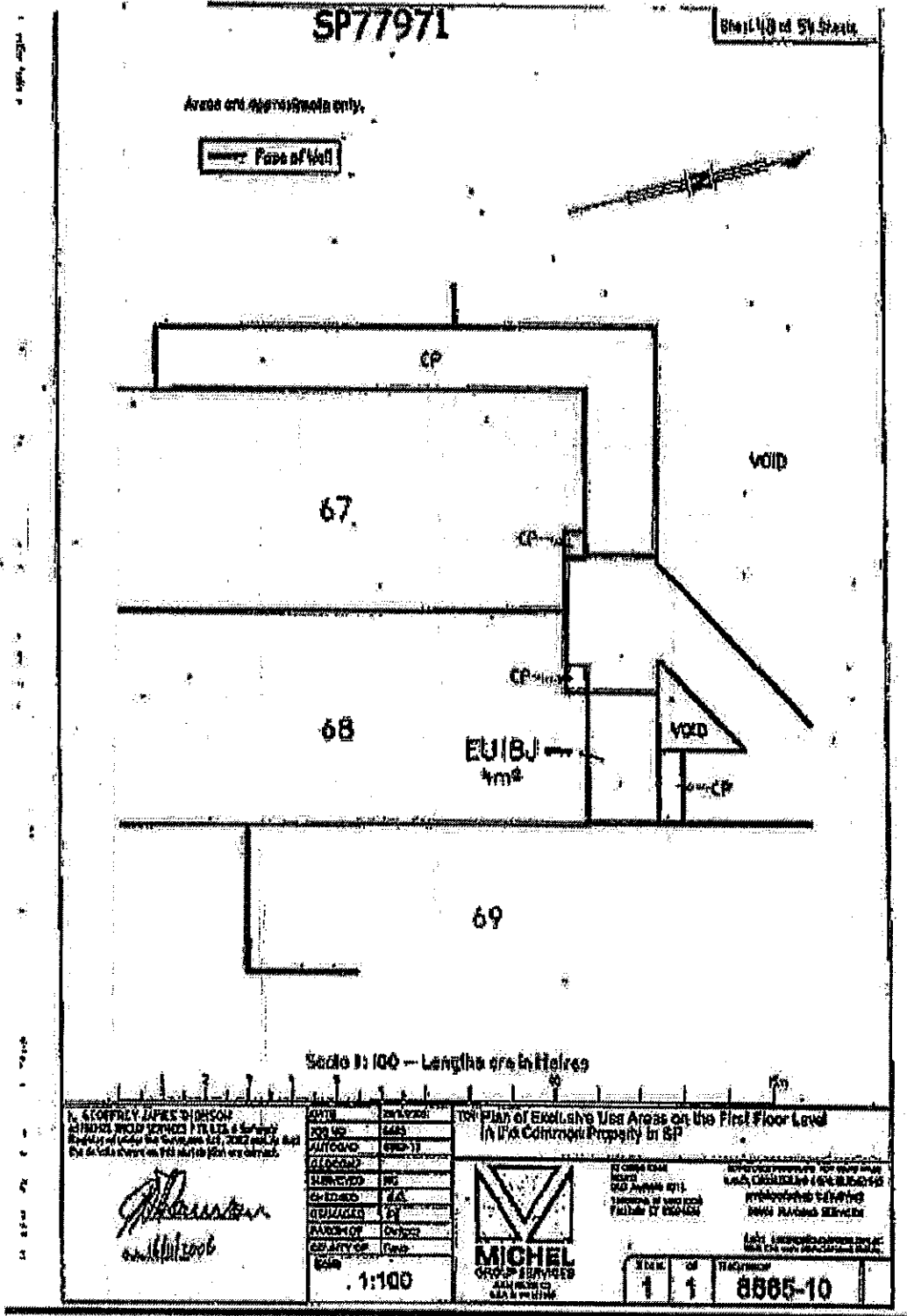
Sheet 50 of 50 Plans



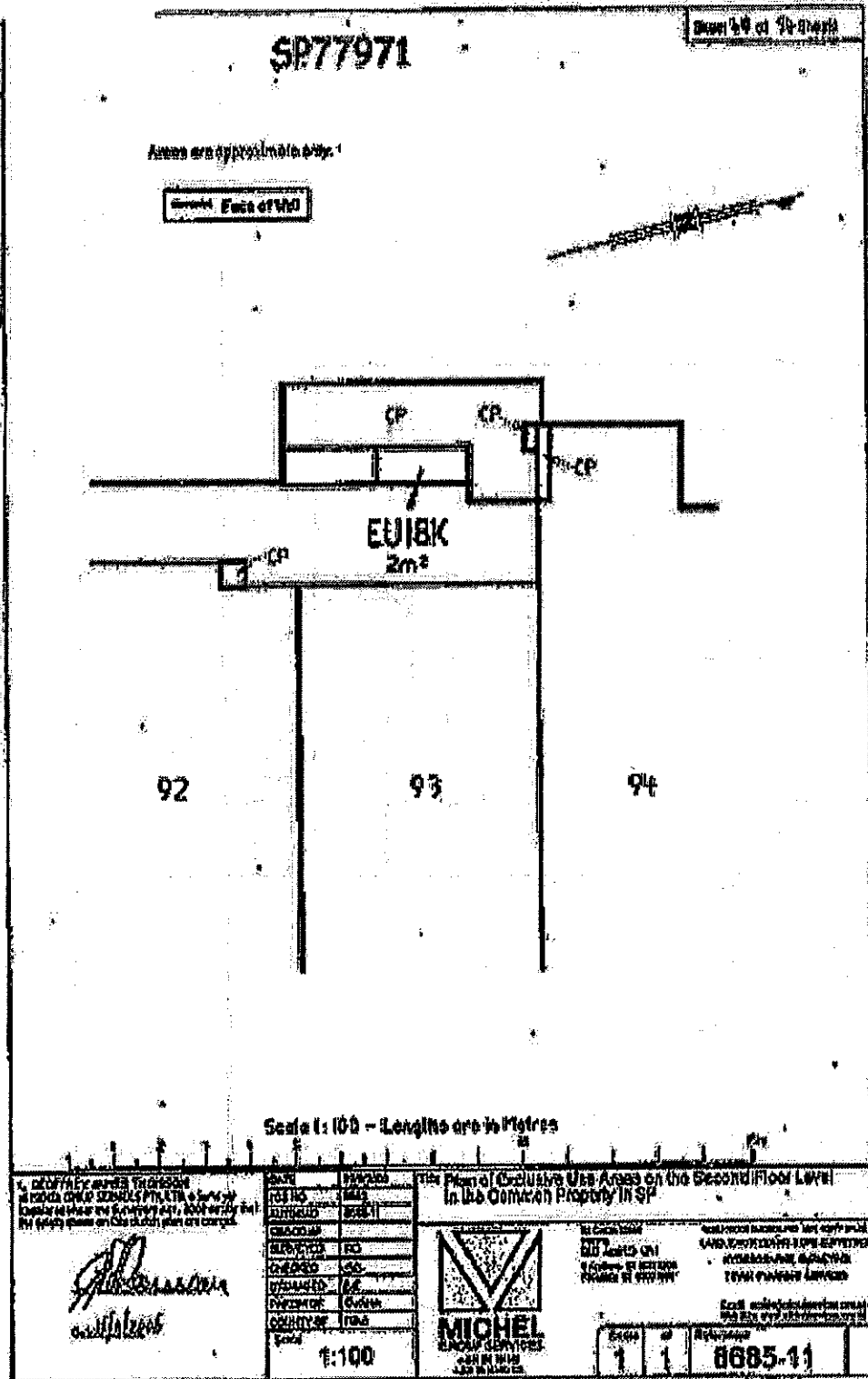
By-Laws for Santal - 9-13 Dianella Drive, Casuarina



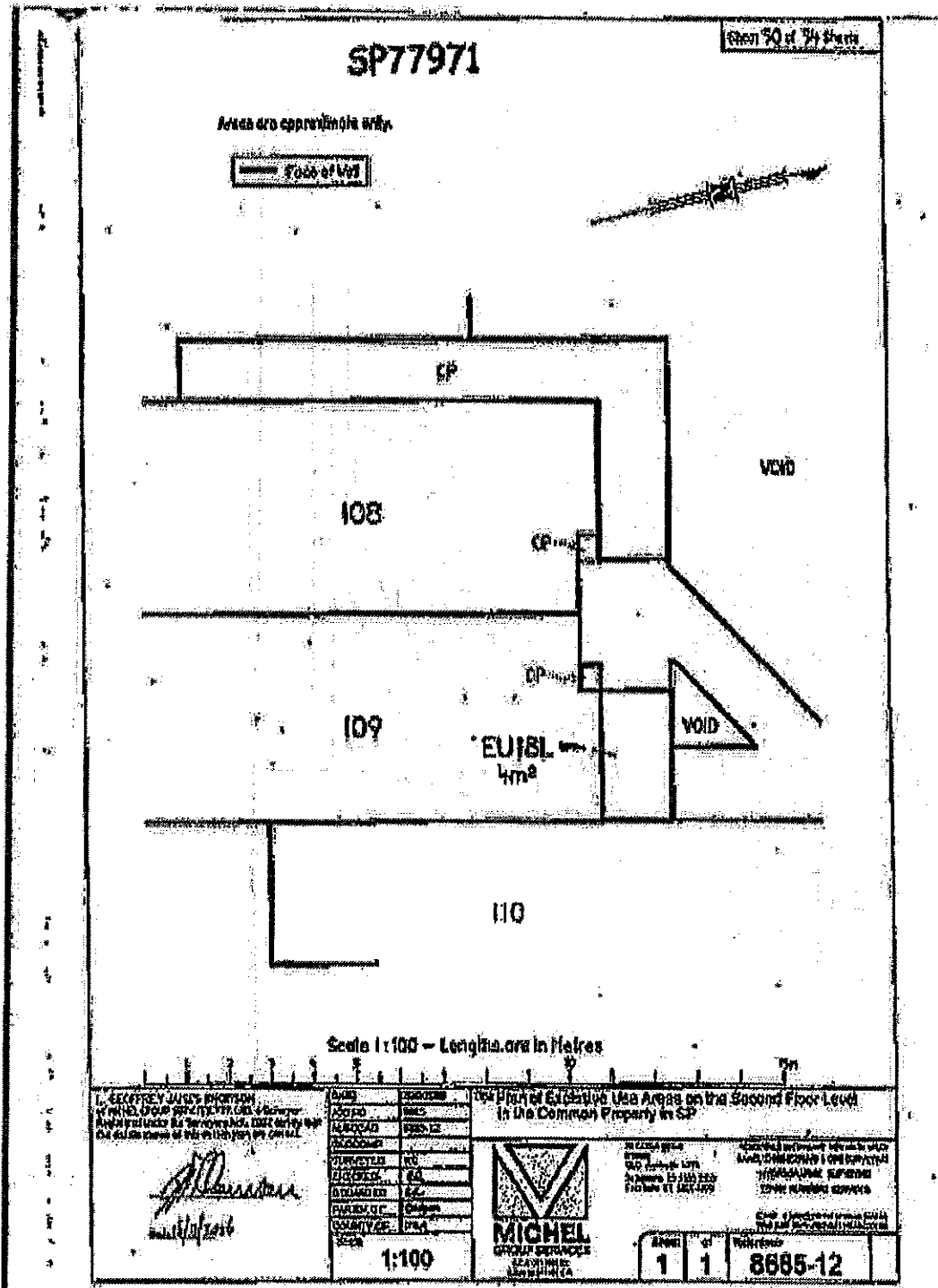
By-Laws for Santal - 9-13 Dianella Drive, Casuarina



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Name: Andrew Hugh THOMPSON

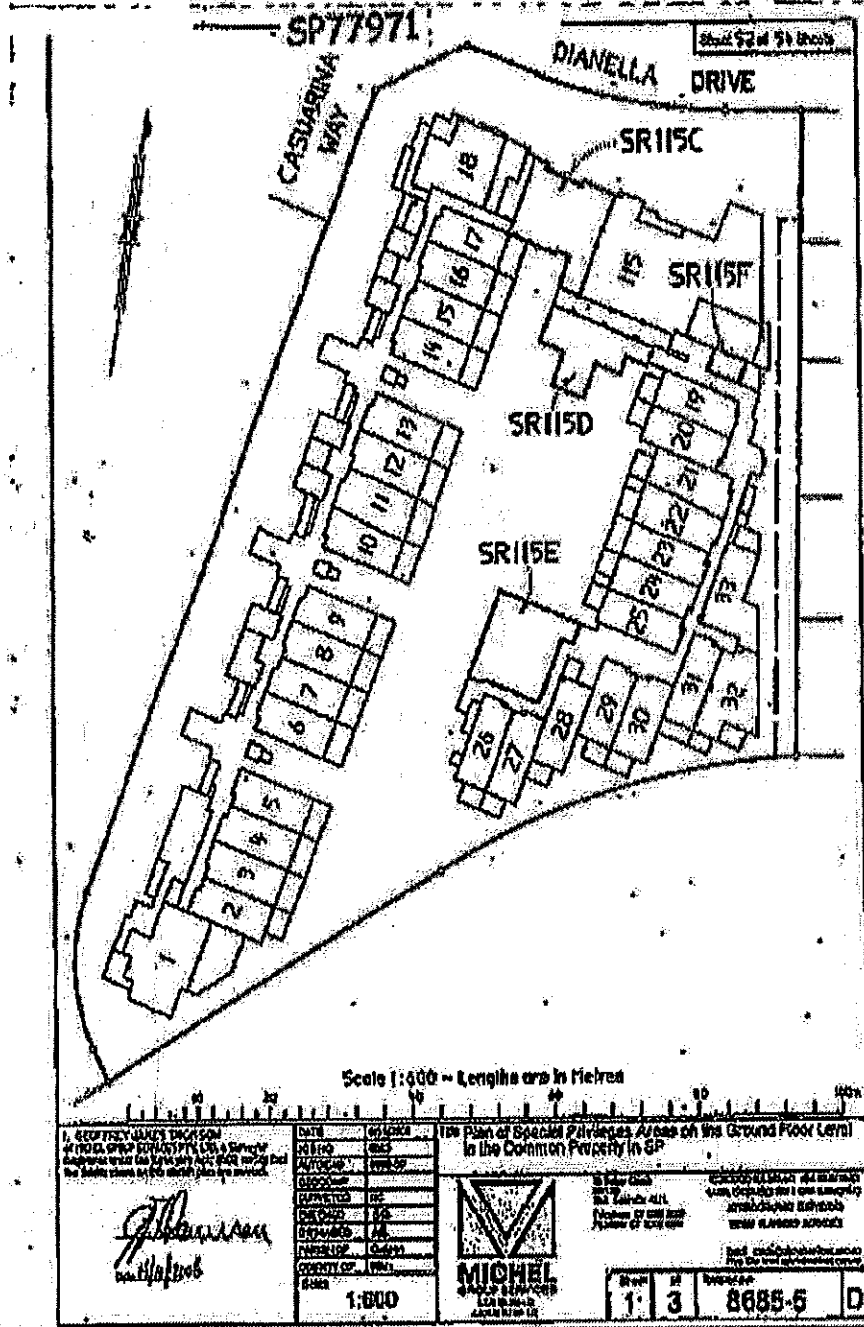
Authority: Strata Managing Agent



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### PLAN "D"

#### Special Privilege Areas



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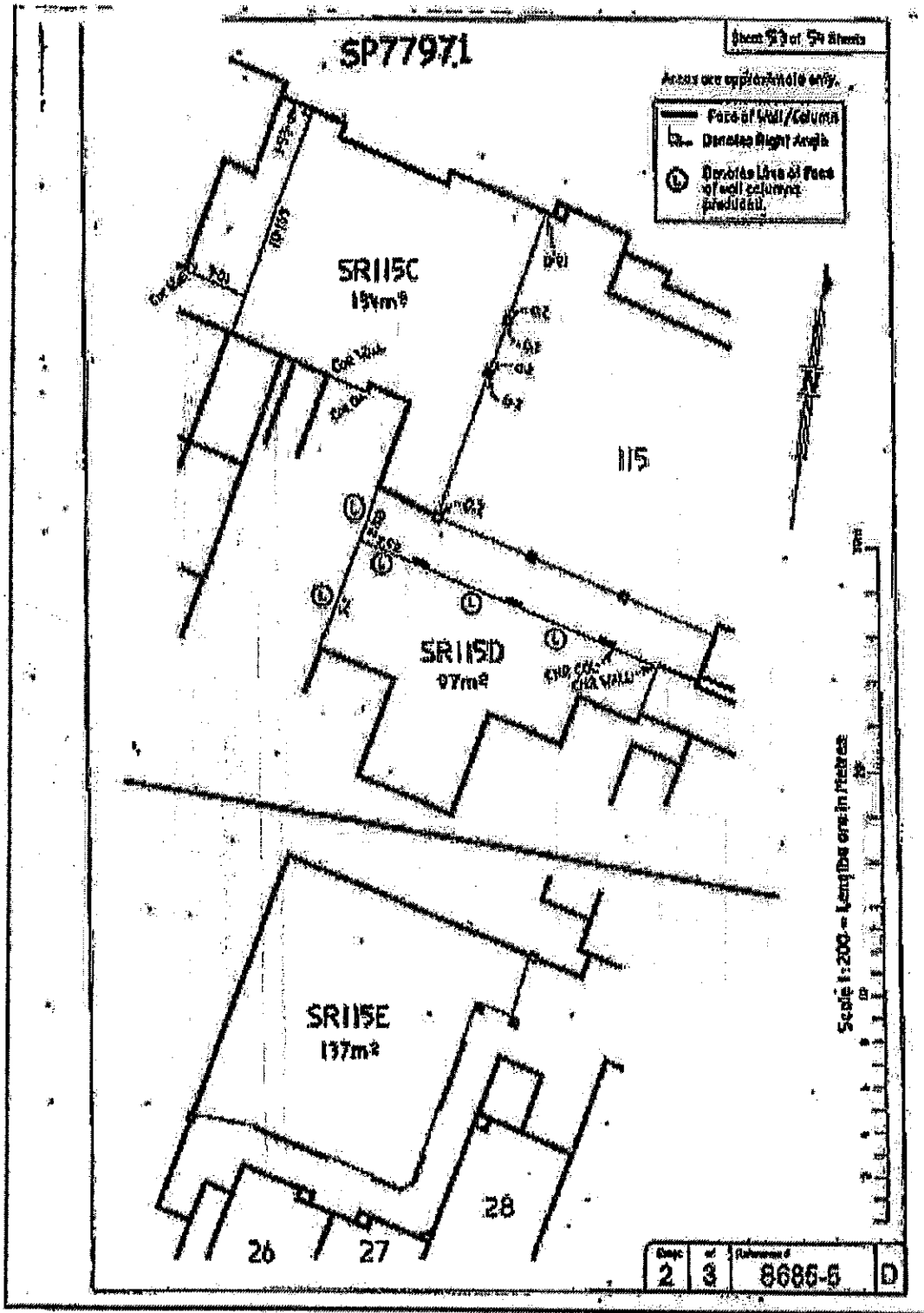
Signature:

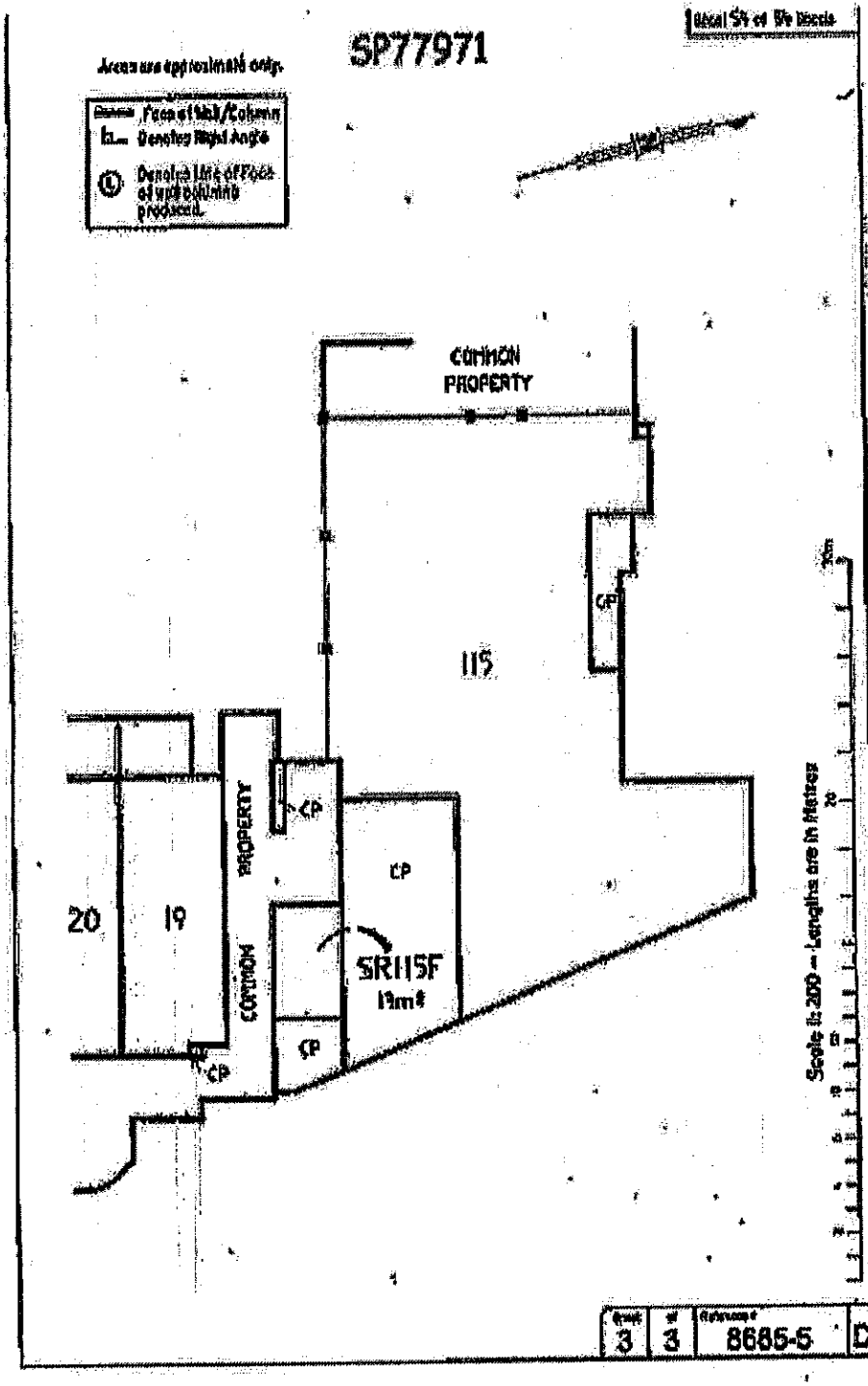
Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent



By-Laws for Santal - 9-13 Dianella Drive, Casuarina





The Common Seal of the Owners-Strata Plan No. 77971 was affixed on, 30 September 2019 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: Andrew Hugh THOMPSON

Authority: Strata Managing Agent





# Planning Certificate under Section

## 10.7 (formerly Section 149)

### Environmental Planning and Assessment Act, 1979

Land No. 73448

**Applicant:** NP Conveyancing  
5/5 Coronation Avenue  
POTTSVILLE NSW 2489

**Certificate No:** ePlanCer24/1224  
**Date of Issue:** 02/05/2024  
**Fee Paid:** \$67.00  
**Receipt No:**

**Your Reference:**

**eCustomer Reference:** 24149

**Property Description:** Lot 90 SP 77971; No. 90/9-13 Dianella Drive CASUARINA

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

#### ITEM 1

##### Names of relevant planning instruments and development control plans

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

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

##### Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

**Item 1(2)**

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

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

**Item 1(3)**

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

## ITEM 2

### Zoning and land use under relevant planning instruments

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

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

#### **Item 2(a-c)**

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

#### **Zone R1 General Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage the provision of tourist accommodation and related facilities and services in association with residential development where it is unlikely to significantly impact on amenity or place demands on services beyond the level reasonably required for residential use.

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

##### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries, Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R1 Table]

**Item 2(d)**

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

Not applicable.

**Item 2(e) - Biodiversity Value:**

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

**Item 2(f) - Conservation Area:**

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

**Item 2(g) - Item of Environmental Heritage:**

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

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

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

**ITEM 3**

---

**Contributions Plans:**

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

**ITEM 4**

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**Complying Development**

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

### **Part 3 Housing Code**

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

### **Part 3A Rural Housing Code**

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

### **Part 3B Low Rise Housing Diversity Code**

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

### **Part 3C Greenfield Housing Code**

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

### **Part 4 Housing Alterations Code**

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

### **Part 4A General Development Code**

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

### **Part 5 Industrial and Business Alterations Code**

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

### **Part 5A Industrial and Business Buildings Code**

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

### **Part 5B Container Recycling Facilities Code**

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

### **Part 6 Subdivisions Code**

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

### **Part 7 Demolition Code**

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

### **Part 8 Fire Safety Code**

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

### Part 9 Agritourism and Farm Stay Accommodation Code

**Yes. Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.**

### Qualifying Statement on Council Data Affecting this Item

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

## ITEM 5

### Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
  - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

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

### Qualifying Statement on Council Data Affecting this Item

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

## ITEM 6

### Affected building notices and building product rectification orders

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

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

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

### Item (1)(a-c)

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

## ITEM 7

### Land reserved for acquisition:

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

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

## ITEM 8

### Road Widening and Road Realignment:

*Whether the land is affected by road widening or road realignment under—*

- (a) *the [Roads Act 1993](#), Part 3, Division 2, or*
- (b) *an environmental planning instrument, or*
- (c) *a resolution of the council.*

#### **Item 8(a-c)**

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

## ITEM 9

### Flood related development controls

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

#### **Item 9(1-3)**

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

#### **Floodplain Risk Management Study**

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

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

## ITEM 10

### Council and other public authority policies on hazard risk restrictions

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*
- (2) *In this section—*

*adopted policy means a policy adopted—*

- (a) *by the council, or*
- (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

**Land Slip:**

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

**Bushfire:**

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

**Tidal Inundation:**

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

**Subsidence:**

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

**Acid Sulfate Soils:**

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

**Contamination:**

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

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

**Coastal Hazards:**

This property is not affected.

**Aircraft Noise:**

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

**Any Other Risk:**

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

- **Cattle Tick Dip Sites:**

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

**ITEM 11**

**Bush Fire Prone Land**

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



The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(2) of the Environmental Planning and Assessment Act, 1979, as amended.

## ITEM 12

### Loose-fill asbestos insulation

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

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

## ITEM 13

### Mine Subsidence:

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

No

## ITEM 14

### Paper subdivision information

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

There is no paper subdivision information relating to this land.

## ITEM 15

### Property Vegetation Plans

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

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

## ITEM 16

### Biodiversity Stewardship Sites:

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

#### Note—

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

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

## ITEM 17

### Biodiversity certified land:

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

**Note—**

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

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

## ITEM 18

### Orders under Trees (Disputes between Neighbours) Act 2006

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

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

## ITEM 19

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

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

(2) In this section—

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

**Note—**

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

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

## ITEM 20

### Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing

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

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

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

## ITEM 22

### Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

#### Item (1)(a-b)

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

#### Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 applies to the land.

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

#### Item (3)

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

### Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

#### (a) Significantly Contaminated Land

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

**(b) Management Order**

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

**(c) Approved Voluntary Management Proposal**

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

**(d) Ongoing Maintenance Order**

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

**(e) Site Audit Statement**

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

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

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


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

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

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

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

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



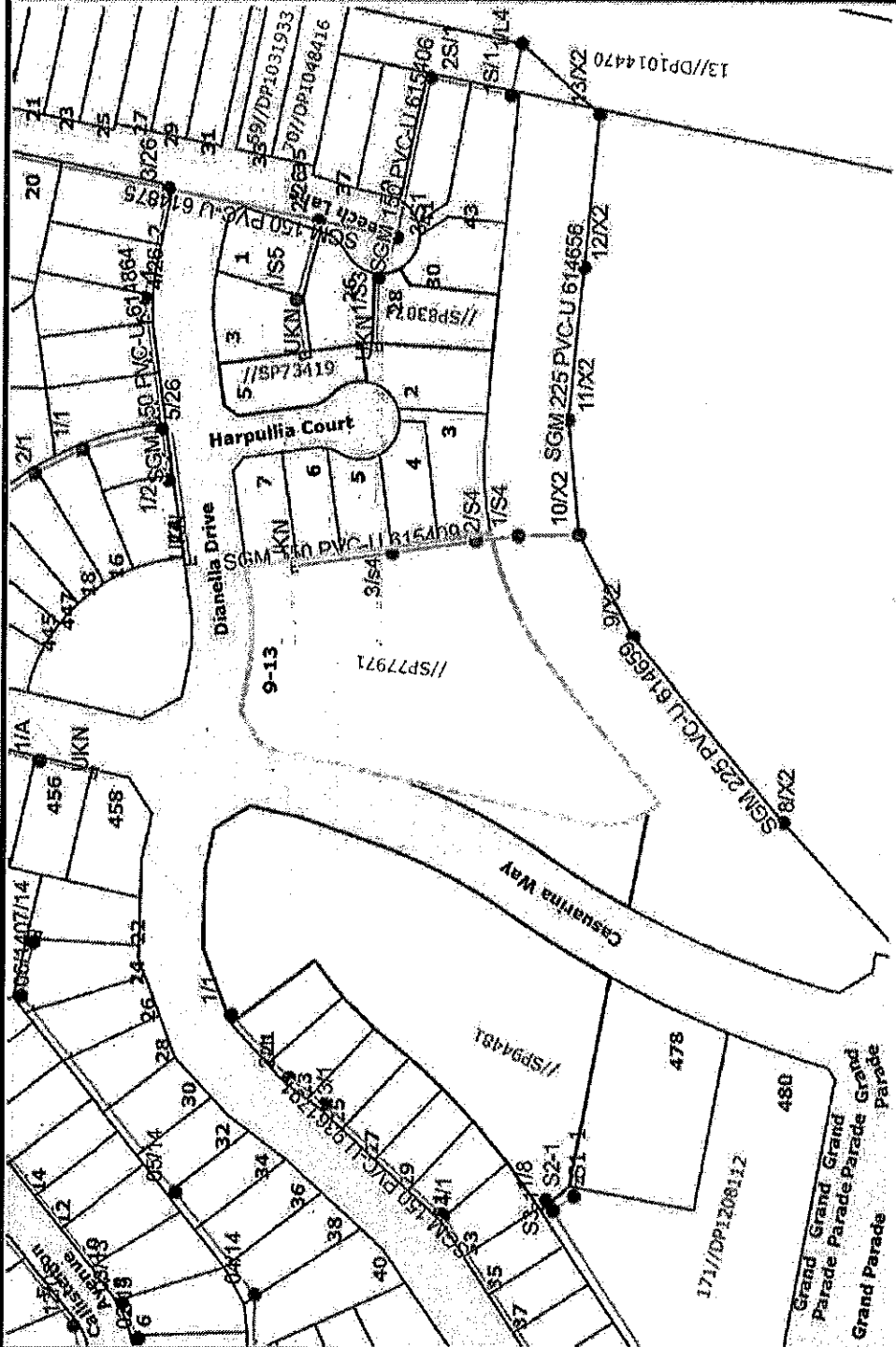
**TROY GREEN**  
**GENERAL MANAGER**

Per .....

# Sewer Network Report

Lot & DP: /177971  
Land No: 80722

Owners: The Owners Strata Plan 77971



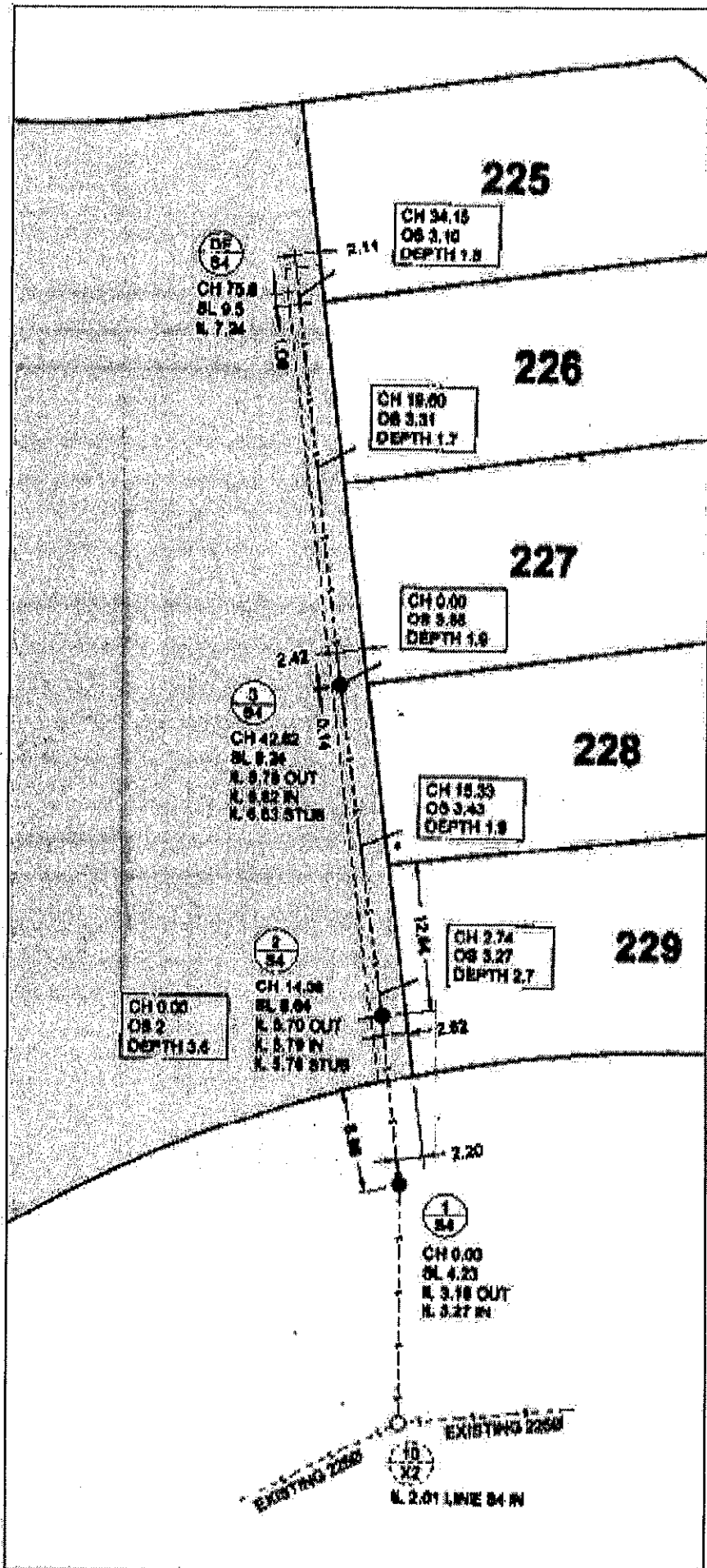
- Sewer Mode**
- Air Vac Release
  - Bypass Kit
  - Boundary Kit
  - End Cap
  - Flushing Point
  - Open Valve
  - Public Manhole
  - Private Property Pump
  - Public Property Pump
  - Pump Station Public
  - Pump Station Private
  - SRM Manhole
  - Metering Point
  - Emergency Storage Tanks
  - Rozding Eye
  - Scour Valve
  - Lampohole
  - Vacuum Chamber
  - Vent Stack
  - Reducer
  - Sewer Vacuum Mains
  - Pipe Diameter 0 - 100mm
  - Pipe Diameter 110 - 160mm
  - Sewer Rising Mains Location
  - Sewer Gravity Mains Location
  - 0 - 200
  - 225 - 600
  - 700 - 900
  - Sewer Service Connection
  - Sewer DSP
  - Sewer Basin

Disclaimer: While every care is taken to ensure the accuracy of the data, I/weed shire council makes no liability or warranty as to the accuracy of the data, including but not limited to, the location, depth, size, and condition of any sewer lines or structures shown on this plan. The user of this plan is advised to verify the location and depth of any sewer lines or structures shown on this plan by conducting a sewer survey prior to any construction or excavation work. This information is provided for general guidance and is to be used in conjunction with other relevant information and is not to be relied upon for any specific purpose. The user of this plan is advised to consult with a qualified professional for any specific advice or assistance. The information contained in this document is provided for your use only and is not to be distributed or used for any other purpose without the written consent of the Council.



03/03/2021 10:36 am

Civic and Cultural Centre  
3 Tumbalong Road  
(PO Box 816)  
Murwillumbah NSW 2484  
T | (02) 6670 2400 | F | (02) 6670 2429  
W | www.tweed.nsw.gov.au



TWEED SHIRE COUNCIL WARNING  
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.  
 VINCENT CONNELL  
 Director Planning and Regulation