

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Ray Group Real Estate Pty Ltd</b> Shop 5A, 482 Casuarina Way, Casuarina, NSW 2487	<b>Phone: 0266743444</b> <b>Fax: 0266743455</b>
co-agent		
vendor	<b>Daren John Armstrong and Susan Rebecca Myers</b> 714 Wynnum Road, Morningside, QLD 4170	
vendor's solicitor	<b>Costello Lawyers</b> Kingscliff Central Suite 20, 11-13 Pearl Street, Kingscliff NSW 2487 PO Box 1625, Kingscliff 2487 NSW	<b>Phone: 02 6674 4011</b> <b>Email: acostello@costellolawyers.com.au</b> <b>Fax: 02 6674 4066</b> <b>Ref: AC:PF:215056</b>
date for completion land (address, plan details and title reference)	<b>30 days after the contract date</b> (clause 15) <b>Lot 58 Peppers/1-25 Bells Boulevard, Kingscliff, New South Wales 2487</b> <b>Registered Plan: Lot 58 Plan SP 76024</b> <b>Folio Identifier 58/SP76024</b>	

improvements  VACANT POSSESSION  subject to existing tenancies

HOUSE  garage  carport  home unit  carspace  storage space

none  other:

attached copies  documents in the List of Documents as marked or as numbered:  
 other documents: See attached inventory list

**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"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<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)	

\_\_\_\_\_  
**vendor**

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**  JOINT TENANTS  tenants in common  in unequal shares

\_\_\_\_\_  
**witness**

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): PEXA

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

**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 a **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

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

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the 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 address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 59</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT, 1919 AS AMENDED BY THE CONVEYANCING (SALE OF LAND) AMENDMENT ACT, 1990)**

I, .....

of .....

in the State of New South Wales, Solicitor/Barrister/Licensed Conveyancer certify as follows:-

- 1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
- 2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 in order that there is no cooling-off period in relation to this contract.
- 3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- 4. I have explained to the Purchaser:
  - 4.1 the effect of the contract for the purchase of the property;
  - 4.2 the nature of this certificate;
  - 4.3 the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated: .....

Signed: .....

DINING	1	X	Rectangular Dining Table	
	8	X	Dining Chair	
	1	X	Bowl / coral	
LIVING	1	X	2.5 Seater sofa lounge	
	3	X	Cushions	
	1	X	Armchair	
	1	X	TV Unit	
	1	X	Sofa table circular	
	1	X	Coffee Table	
	1	X	Study table	
	1	X	Artwork	
	3	X	High counter stools	
BALCONY 1	1	X	Square Table	
	4	X	External Chairs	
	1	X	External Chaise Lounge	
BALCONY 2	1	X	External Round Table	
	2	X	External Chairs	
BEDROOM 1	1	X	King zip bed	
	1	X	King bedhead	
	1	X	King Bedspread	
	1	X	Mattress protector	
	4	X	Pillows	
	4	X	Pillow protector	
	4	X	Cushions	
	1	X	Cotton weave blanket	
	1	X	3 drawer unit	
	1	X	Bench chair	
	1	X	Artwork	
	2	X	Bedside Lamp	
	2	X	Bedside Table	
	1	X	Safe	
	1	X	Set of coat hangers (10)	
	1	X	Foldaway luggage rack	
BATHROOM 1	1	X	Hairdryer	
	1	X	Waste bin	
BEDROOM 2	2	X	King Single Bed	
	1	X	King Bedhead	
	2	X	Mattress protector	
	1	X	Bedspread	
	4	X	Pillows	
	4	X	Pillow Protectors	
	2	X	Blanket	
	4	X	Scatter Cushions	
	1	X	Bedside table	
	1	X	Bedside lamp	
	1	X	Clock radio	
	1	X	Set of coat hangers (10)	
BATHROOM 2	1	X	Hairdryer	
	1	X	Waste bin	

BEDROOM 3 (Keyed Apartment)	2	X	King Single Bed
	1	X	King Bedhead
	2	X	Mattress protector
	1	X	Bedsread
	4	X	Pillows
	4	X	Pillow Protectors
	2	X	Blanket
	4	X	Scatter Cushions
	2	X	Bedside table
	1	X	Bedside lamp
	1	X	TV
	1	X	Table
	2	X	Chairs
	1	X	Clock radio
	1	X	Bar fridge
	1	X	Nespresso coffee machine
	1	X	Electric jug
	2	X	Coffee cup
	2	X	Teaspoon
	1	X	Cork screw
	2	X	Glass tumbler
	2	X	Wine glass
	1	X	Safe
	1	X	Set of coat hangers (10)
	1	X	Foldaway luggage rack
	1	X	Iron
	1	X	Ironing board
BALCONY 3	1	X	External Round Table
	2	X	External Chairs
BATHROOM 3	1	X	Hairdryer
	1	X	Waste bin
KITCHEN	1	X	Microwave LG
	1	X	2 door fridge/freezer Samsung
	1	X	Electric Jug
	1	X	Nespresso coffee machine
	1	X	Electric Toaster
	1	X	Dishwasher Smeg
	1	X	Set of Stainless Steel Saucepans (3)
	1	X	Fry Pan ( Non Electric)
	1	X	Casserole Dish
	1	X	Set of Crockery
	1	X	Set of Cutlery
	1	X	Set of Coffee Mugs (4)
	1	X	Set of Glass Tumblers (4)
	1	X	Set of Wine Glasses (4)
	1	X	Set of Champagne Glasses (4)
	1	X	Sugar Bowl
	1	X	Milk Jug
	1	X	Can Opener / Bottle End
	1	X	Cork Screw
	1	X	Wooden Spoon
	1	X	Stainless Steel Grater
	1	X	Vegetable Peeler
	1	X	Stainless Strainer
	1	X	Set of Egg Cups (4)
	1	X	Set of Cannisters (2)
	1	X	Stainless Steel Tongs



**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 –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | 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'</i> <i>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.

Lot 58 / 1-25 Bells Boulevard KINGSCLIFF NSW 2487



## Special conditions

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

Between

Daren John Armstrong and Susan Rebecca Myers

(Vendor)

And

(Purchaser)

---

### 1. Agent

- 1.1 The Purchaser warrants that no real estate agent other than the agent named as the Vendor's agent on page 1 of this contract:
- (a) has introduced to the Purchaser to the property; or
  - (b) has in any other manner caused the Purchaser to enter into this contract.
- 1.2 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 including all legal costs on a solicitor and own client basis incurred by the Vendor in connection with any such claim.
- 1.3 Each obligation and warranty under 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.

### 2 Notice to complete

- 2.1 In the event of either party failing to complete this contract within the specified time, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete not less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.
- 2.2 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.

### 3 Interest Payable if Late Completion

- 3.1 If the Purchaser fails to pay on the completion date any monies payable by it under the Contract then the Purchaser must pay interest on the purchase price at the rate of 7% per annum from and including the completion date until and including the actual date of payment the Vendor is not obliged to complete unless interest is paid.
- 3.2 The Purchaser agrees that interest payable under this special condition is a genuine pre estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with the Contract.
- 3.3 The Purchaser is not required to pay interest under this special condition for any period of its failure to complete that is caused by the Vendor.

### 4 Printed Conditions

The printed conditions are amended as follows:

- 4.1 Printed condition 7.1.1 is deleted; and
- 4.2 Printed condition 7.1.3 is amended by deleting "14 days" and substituting "7 days".

### 5 Electronic Signatures

The Vendor and Purchaser:

- 5.1 agree that an electronic method of signing that identifies the person and indicates their intention to sign the contract whether digital or encrypted ("Electronic Signature"), of a party included in this contract are intended

**Special conditions**

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

**Between**

**Daren John Armstrong and Susan Rebecca Myers**

(Vendor)

**And**

(Purchaser)

---

to authenticate the writing in this contract and indicate a party's intention to be bound by this contract in the same manner and with the same force and effect as execution by non-electronic signature; and

5.2 a counterpart of this contract may be executed by Electronic Signature of a party;

5.3 a copy of an executed counterpart sent by email or delivered and executed through a portal:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 58/SP76024

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/4/2021	10:00 AM	4	15/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY BANK OF QUEENSLAND LIMITED.

LAND

----

LOT 58 IN STRATA PLAN 76024  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

DAREN JOHN ARMSTRONG  
SUSAN REBECCA MYERS  
AS JOINT TENANTS

(T AC114393)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76024  
2 SP76024 RESTRICTION(S) ON THE USE OF LAND  
3 AC114394 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

215056

PRINTED ON 12/4/2021

\* 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.



**LAND  
REGISTRY  
SERVICES** **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2021	1:00 PM	8	21/8/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76024  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM SP76024

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76024  
ADDRESS FOR SERVICE OF DOCUMENTS:  
CURTIS STRATA  
PO BOX 551  
YAMBA NSW 2464

SECOND SCHEDULE (28 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1090130
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP76024
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP76023 & SP76024
- 5 DP1066477 EASEMENT FOR ELECTRICITY PURPOSES 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1075495 EASEMENT TO DRAIN SEWAGE 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1075495 EASEMENT FOR WATER SUPPLY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1075495 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1090130 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
- 10 DP1090130 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1090130 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024

PAGE 2

SECOND SCHEDULE (28 NOTIFICATIONS) (CONTINUED)

-----  
THE TITLE DIAGRAM  
12 DP1090130 RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
13 DP1090130 RIGHT OF CARRIAGEWAY 0.8 METRE(S) WIDE AND 1.5 WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED  
14 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (A)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
15 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (B)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
16 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (C)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
17 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (D)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
18 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (E)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
19 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (F)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
20 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (G)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
21 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (H)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
22 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (I)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
23 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (J)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
24 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (K)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
25 SP76024 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (M)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
26 SP76024 RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (N)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM  
27 AM633001 INITIAL PERIOD EXPIRED  
28 AP203890 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8372)

STRATA PLAN 76024

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 49	2	- 49	3	- 49	4	- 51
5	- 52	6	- 51	7	- 50	8	- 48
9	- 48	10	- 48	11	- 72	12	- 70
13	- 70	14	- 70	15	- 70	16	- 49
17	- 34	18	- 49	19	- 49	20	- 33
21	- 48	22	- 32	23	- 48	24	- 32
25	- 49	26	- 49	27	- 49	28	- 49
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33	- 48	34	- 48	35	- 48	36	- 48
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157	- 49	158	- 52	159	- 53	160	- 34
161	- 50	162	- 50	163	- 50	164	- 50
165	- 50	166	- 188				

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024

PAGE 4

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

215056

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\* 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.

STRATA CERTIFICATE

Name of Council, Accredited Body, or other authority being satisfied that the requirements of the Strata Schemes (Financial Development) Act 1973, Strata Schemes (Financial Development) Regulations 1973, and the Strata Schemes (Financial Development) Act 1973 have been complied with, approval of this proposed strata plan.

SURVEYOR'S CERTIFICATE

I, **GEORGE JAMES THOMPSON** of **MICHELLE GROUP SERVICES PTY LTD**, a surveyor registered under the Surveyors Act 2002, hereby certify that:

- (1) each applicable requirement of Schedule 14 to the Strata Schemes (Financial Development) Act 1973 or Schedule 14 to the Strata Schemes (Financial Development) Regulations 1973 has been met;
- (2) if the building associated with the plan is a building which is subject to a building consent, the building consent is in force and the building complies with a relevant development consent in force that allows the attachment of this approval to be used for the purposes of the Strata Schemes (Financial Development) Act 1973 or the Strata Schemes (Financial Development) Regulations 1973;
- (3) the survey information recorded in the accompanying location plan is accurate.

Signature: *[Signature]* Date: *14/12/2005*

\*Delete if inapplicable. \*State whether dwelling or plan, and quote registered number. THIS IS SHEET 1 OF 11 PLANS IN 34 SHEETS.

\*Delete if inapplicable. \*Schedule of By-Laws in 28 sheets filed with plan. \*Strike out whichever is inapplicable.

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 801 in DP1090130

SPT76024

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

Registered 28. 11. 2005

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

Purpose: **STRATA PLAN**

Ref. Map: **X5467 - 44#**  
Last Plan: **DP1090130**

THE OWNERS:  
STRATA PLAN NO: **76024**  
C/- STEWART SILVER KING & BURNS PTY. LTD.  
PO BOX 1606  
KINGSCLIFF N.S.W. 2487

FOR LOCATION PLAN SEE SHEETS 2-4

SCHEDULE OF UNIT ENTITLEMENT  
SEE SHEET 8

- IT IS INTENDED: --
- TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:--
  - 1. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 2. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 3. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 4. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 5. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 6. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 7. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 8. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 9. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 10. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 11. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 12. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - 13. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - 14. RESTRICTION(S) ON THE USE OF LAND

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

Executed by South Kingscliff Developments Pty Ltd A.C.N. 098 868 266 by its duly appointed attorney **ANTHONY WILLIAM TREWICK** Director **CHARLES SEATWELL** Director **TREVOR BOLIC** under Registered Power of Attorney Book 4579 No. 479 who certifies that he has received no notice of revocation of such Power of Attorney Book 4579 No. 479

*[Signature]*  
Willing - 34-36 Cudgen Rd  
Willing - 4226

ASSISTANT MANAGER  
Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 783 200) the Owners: **Yvonne Sotsekakis**

Who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated **28/11/2005** (Registration No. **4579/2005**), and that he/she has no notice of the revocation of his/her powers.

Signature of Witness: **Christopher Ringland**  
Full Name of Witness: **Christopher Ringland**

Signature of Attorney: *[Signature]*  
Signature of Attorney: *[Signature]*

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 45 SHEETS.

Accreditation No: **2205/174**  
Relating Development: **General No. 2205/174**  
Issued by: **Michael Steve Council**  
Authorized Person: *[Signature]*  
\*Complete, or delete if applicable.

SURVEYOR'S REFERENCE: **8145-45C Checklist**

M.P.R. PERMANENT



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Sheet No. 2 of 34 Sheets

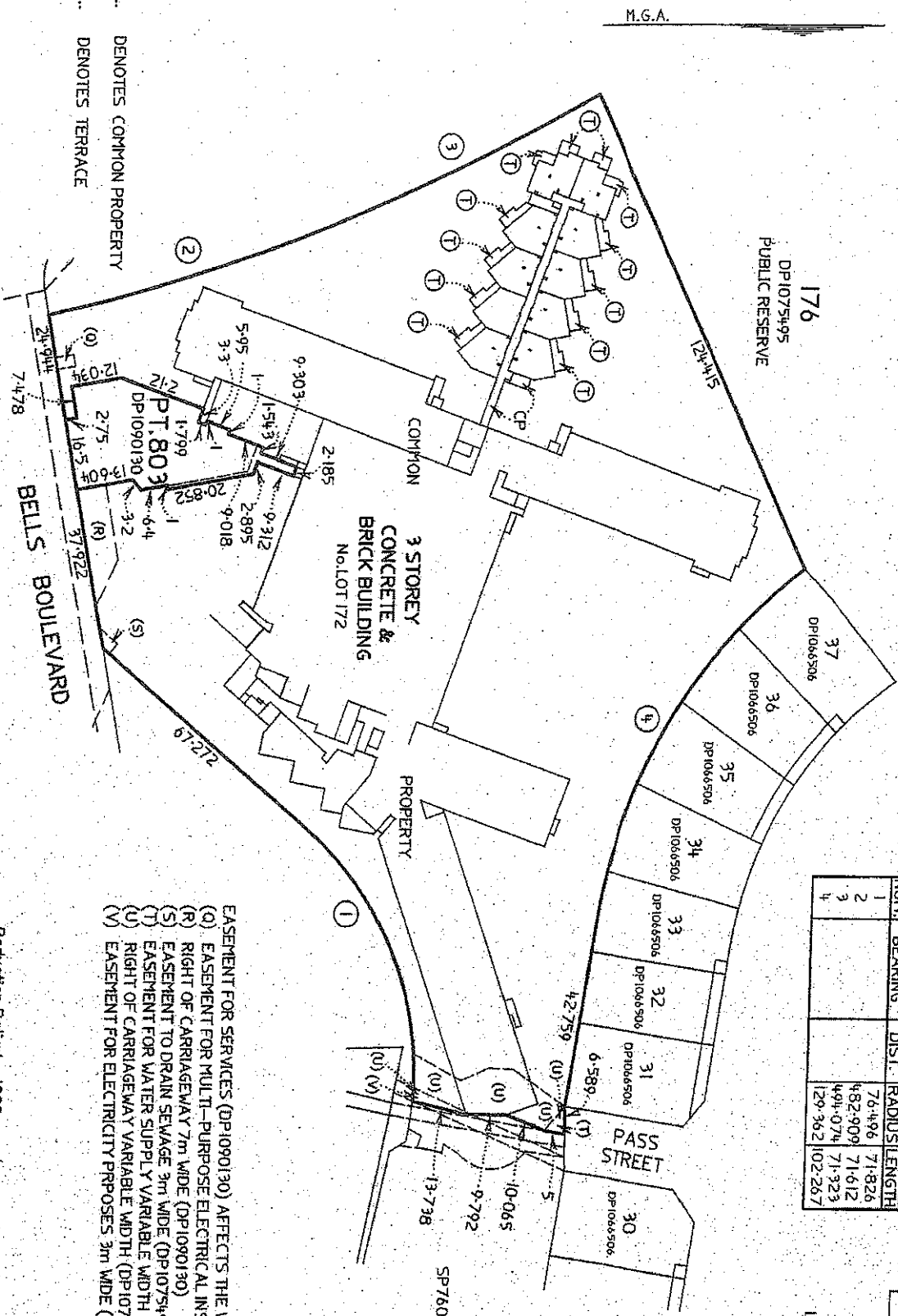
# LOWER GROUND FLOOR LOCATION PLAN

SP76024

LOT 801 IS A STRATUM LOT

CURVED BOUNDARIES

LINE NO.	CHORD BEARING	DIST.	ARC RADIUS	ARC LENGTH
1			76.496	71.826
2			482.909	71.612
3			494.074	71.9223
4			129.362	102.267



- EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
- (Q) EASEMENT FOR MILLIT-PURPOSE ELECTRICAL INSTALLATION 2.774m WIDE (DP1090130)
  - (R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
  - (S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
  - (T) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
  - (U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)
  - (V) EASEMENT FOR ELECTRICITY PROPOSES 3m WIDE (DP1066477)

AREAS ARE APPROXIMATE ONLY

Reduction Ratio: 1: 1000

Lengths are in metres

Registered Surveyor
   
 SURVEYOR'S REFER: 8145-45C, Checklist
   
 Authorised Person/Registered Holder/ Accredited Officer

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3<sup>1/2</sup> Sheets

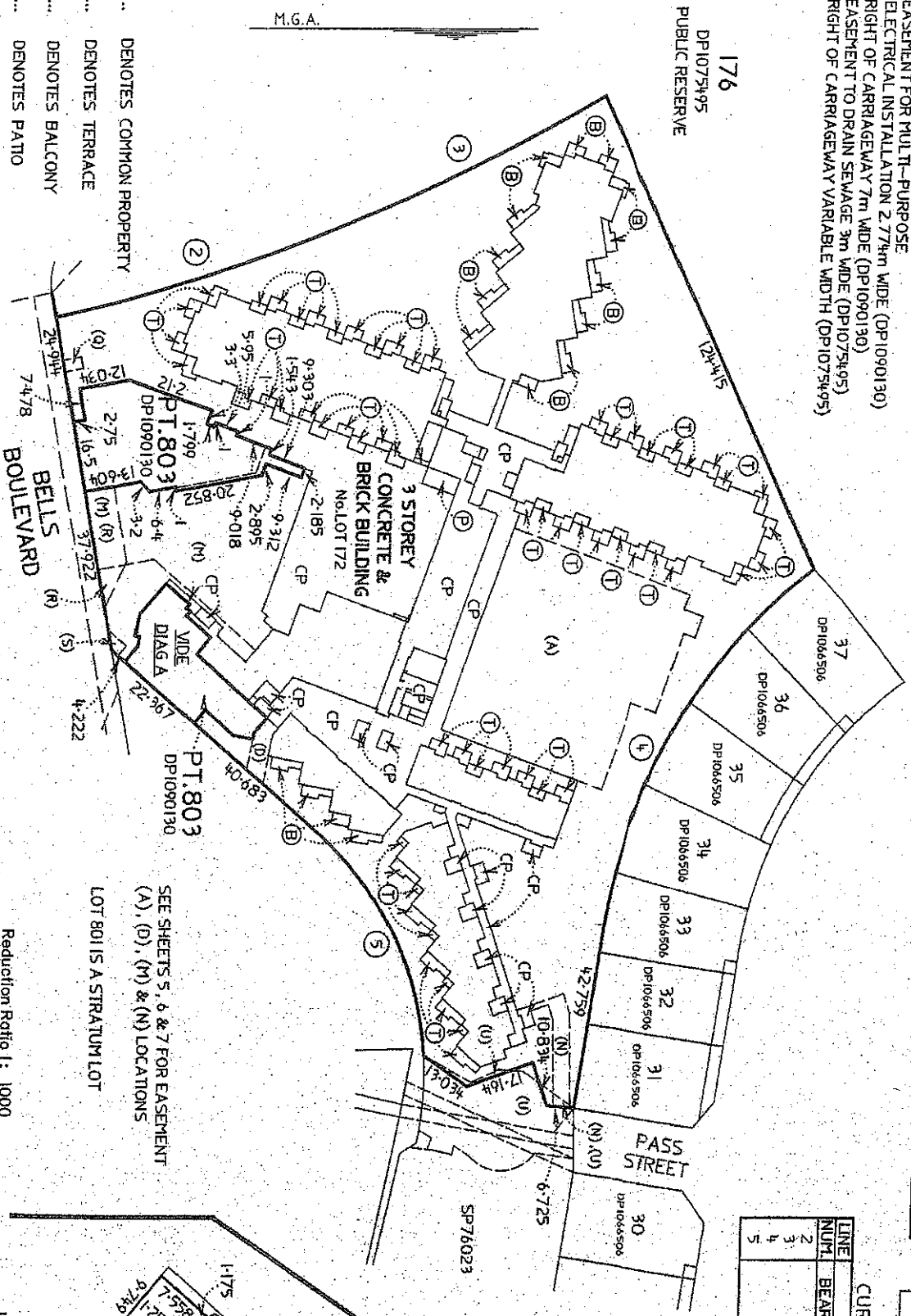
- EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
- (A) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - (D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - (M) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
  - (N) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
  - (O) EASEMENT FOR MULTI-PURPOSE
  - ELECTRICAL INSTALLATION 2.77m WIDE (DP1090130)
  - (R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
  - (S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
  - (U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)

# UPPER GROUND FLOOR LOCATION PLAN

SP76024

CURVED BOUNDARIES

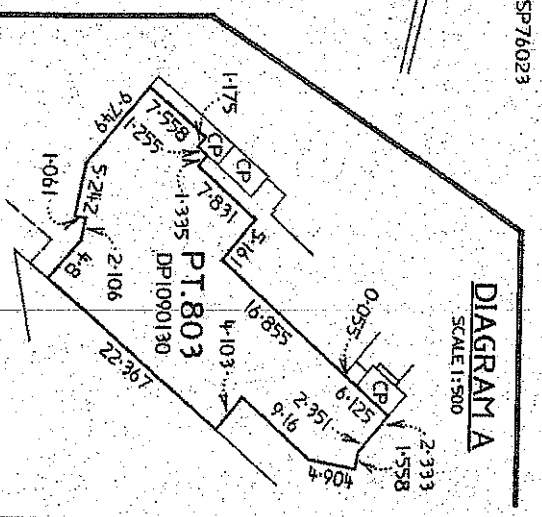
LINE NO.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
2			482.909	71.612
3			494.074	71.323
4			129.362	102.267
5			764.906	60.59



SEE SHEETS 5, 6 & 7 FOR EASEMENT (A), (D), (M) & (N) LOCATIONS  
LOT 801 IS A STRATUM LOT

Reduction Ratio 1: 1000

Lengths are in metres



- CP ... DENOTES COMMON PROPERTY
- T ... DENOTES TERRACE
- B ... DENOTES BALCONY
- P ... DENOTES PATIO

Registered Surveyor  
*Stuart R. Reffer*  
SURVEYOR S. REFFER

Authorised Person / Licensed Manager / Accredited Certifier  
*Stuart R. Reffer*  
B14-S-45C, Checklist

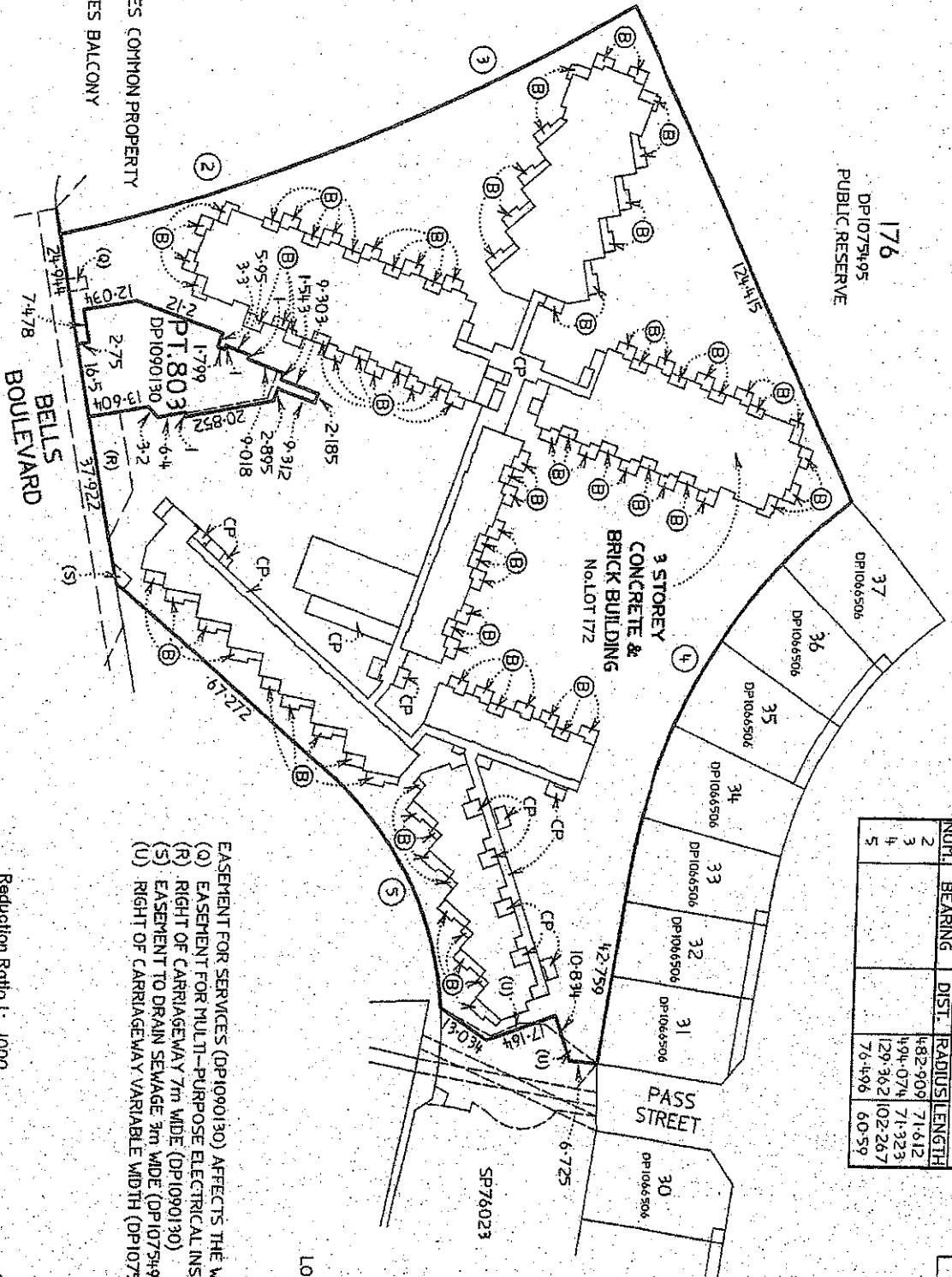
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 4 of 34 Sheets

# FIRST & SECOND FLOOR LOCATION PLAN

## CURVED BOUNDARIES

LINE NO.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
2			482.909	71.612
3			494.074	71.323
4			129.362	102.267
5			76.496	60.59



SP76024

M.G.A.

LOT 801 IS A STRATUM LOT

- (Q) EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
- (R) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.77m WIDE (DP1090130)
- (R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
- (S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
- (U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)

CP ..... DENOTES COMMON PROPERTY  
 (B) ..... DENOTES BALCONY

Reduction Ratio 1: 1000

Lengths are in metres

*Registered Surveyor*

*Surveyor's Referee*

B.I.A.S. - A.S.C. Checklist

Authorised Person / Registered Surveyor / Accredited Officer

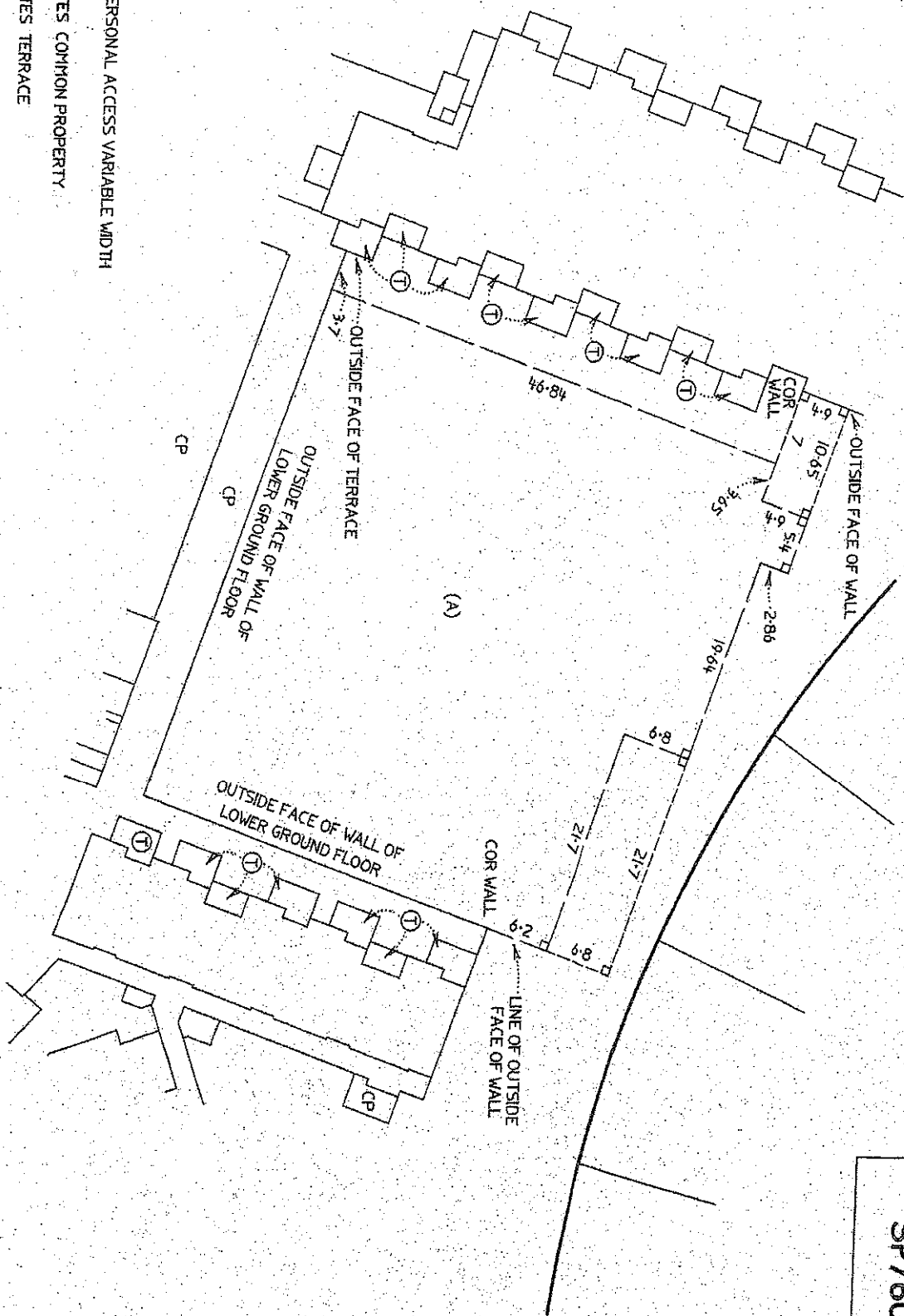
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# EASEMENT LOCATION PLAN

SP76024

Sheet No. 5 of 34 Sheets

M.G.A.



- (A) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- CP ... DENOTES COMMON PROPERTY
- ⊕ ... DENOTES TERRACE
- ⊥ DENOTES RIGHT ANGLE

Reduction Ratio: 1:400

Lengths are in metres

*S. J. Williams*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE

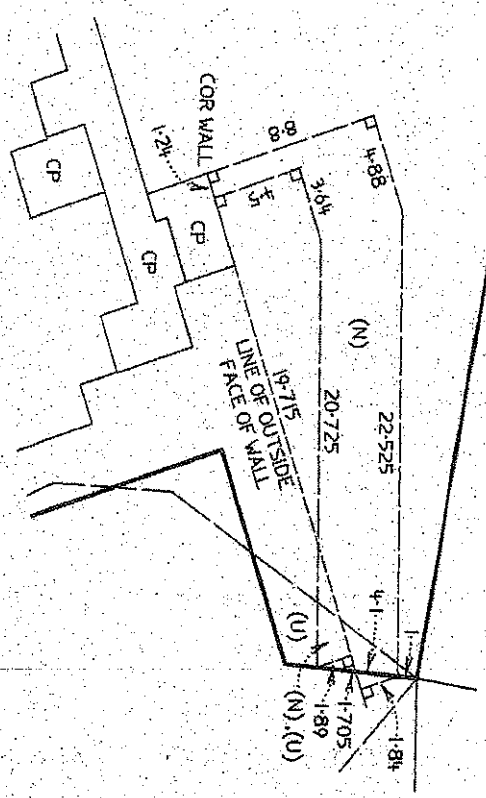
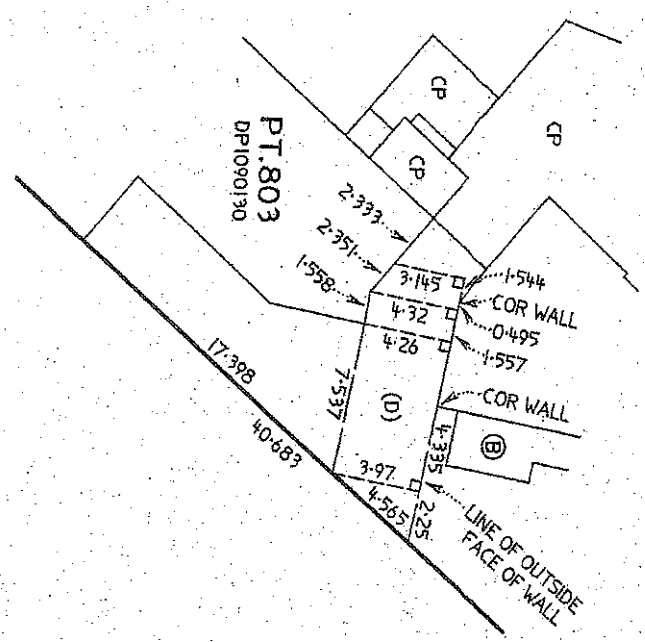
8145-45C, Checklist  
 Authorised Person/Registered Homeowner/Assestment Certifier

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

EASEMENT LOCATION PLAN

SP76024

M.G.A.



- (D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (N) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- CP .... DENOTES COMMON PROPERTY
- (B) .... DENOTES BALCONY
- ┌..... DENOTES RIGHT ANGLE

Reduction Ratio 1: 250

Lengths are in metres

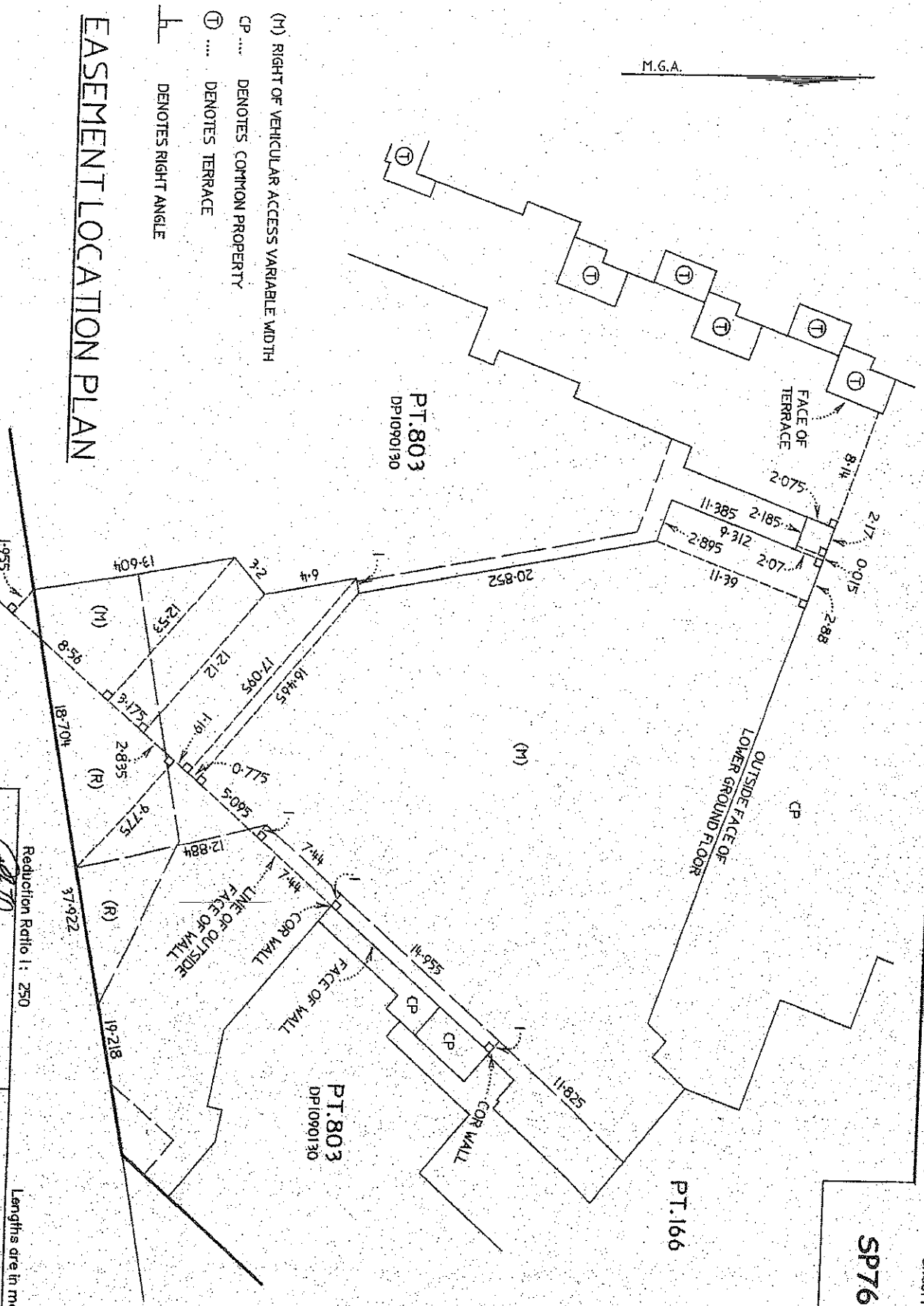
*Stewart*  
Registered Surveyor  
SURVEYOR'S R. 1/4

Authorised Person / General Manager / Accredited Engineer  
*Stewart*

B145-45C, Checklist

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76024



EASEMENT LOCATION PLAN

- (M) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
- CP ..... DENOTES COMMON PROPERTY
- ⊕ ..... DENOTES TERRACE
- └ DENOTES RIGHT ANGLE

Reduction Ratio 1 : 250

Lengths are in metres

*A. J. Rowland*  
Registered Surveyor

SURVEYOR'S REFERENCE

BWS-4SC, Checklist

Authorised Person, Licensed Manager, Accredited Practitioner

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Sheet No. 8 of 30 Sheets

SP76024


SCHEDULE OF UNIT ENTITLEMENT

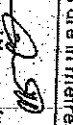
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23	48	47	47	95	49	119	72	143	51				
24	48	48	47	96	49	120	72	144	51				

AGGREGATE 8372

Reduction Ratio 1:

Lengths are in metres


  
 Registered Surveyor  
 SURVEYOR'S R.


  
 Authorised Person / General Manager / Accredited Practitioner  
 845-450 Checklist

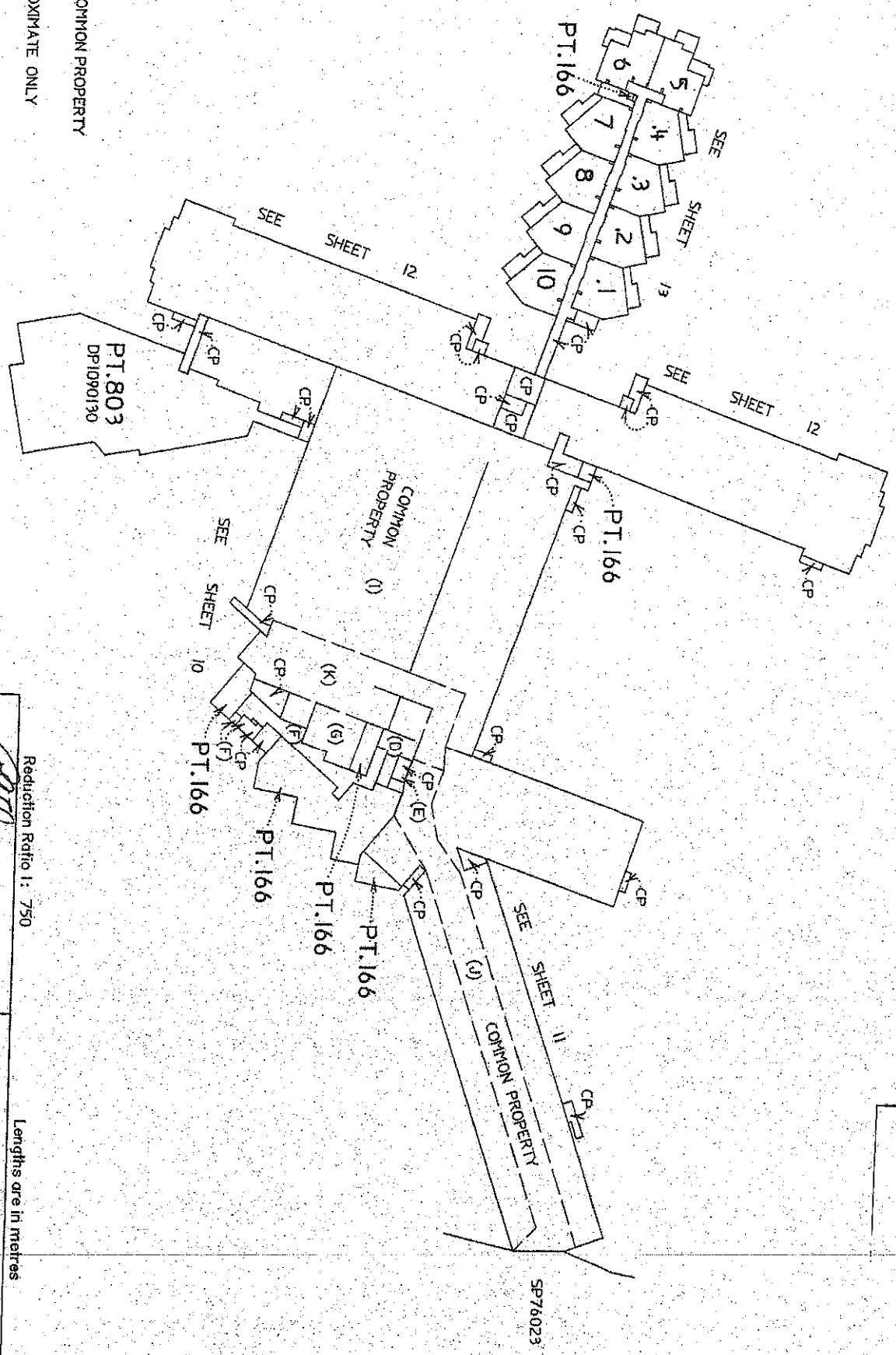
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 34 Sheets

# LOWER GROUND FLOOR PLAN

SP76024

M.G.A.



CP .... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 750

Lengths are in metres

*S. R. REFERER*  
 Registered Surveyor

SURVEYOR S. REFERER

8145-45C Checklist

*S. R. REFERER*  
 Authorised Person / General Manager / Accredited Engineer



LOWER GROUND FLOOR PLAN

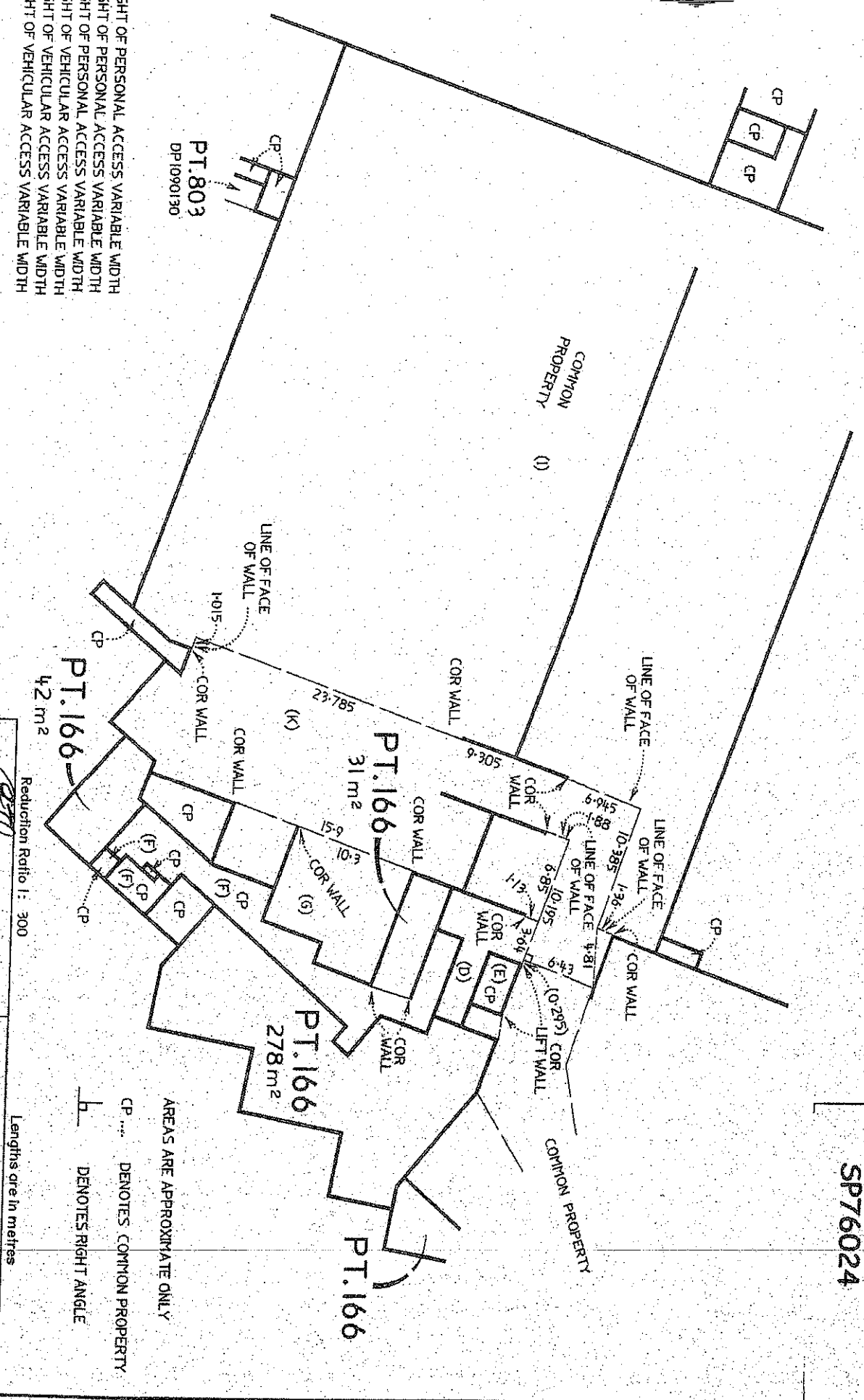
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 34 Sheets

SPT6024

M.G.A.

- (D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (E) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (F) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (G) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
- (K) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
- (I) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH



Reduction Ratio 1: 300

Lengths are in metres

AREAS ARE APPROXIMATE ONLY

CP ... DENOTES COMMON PROPERTY

└ DENOTES RIGHT ANGLE

*[Signature]*  
Registered Surveyor

SURVEYOR'S REFERENCE  
B145-45C, Checklist

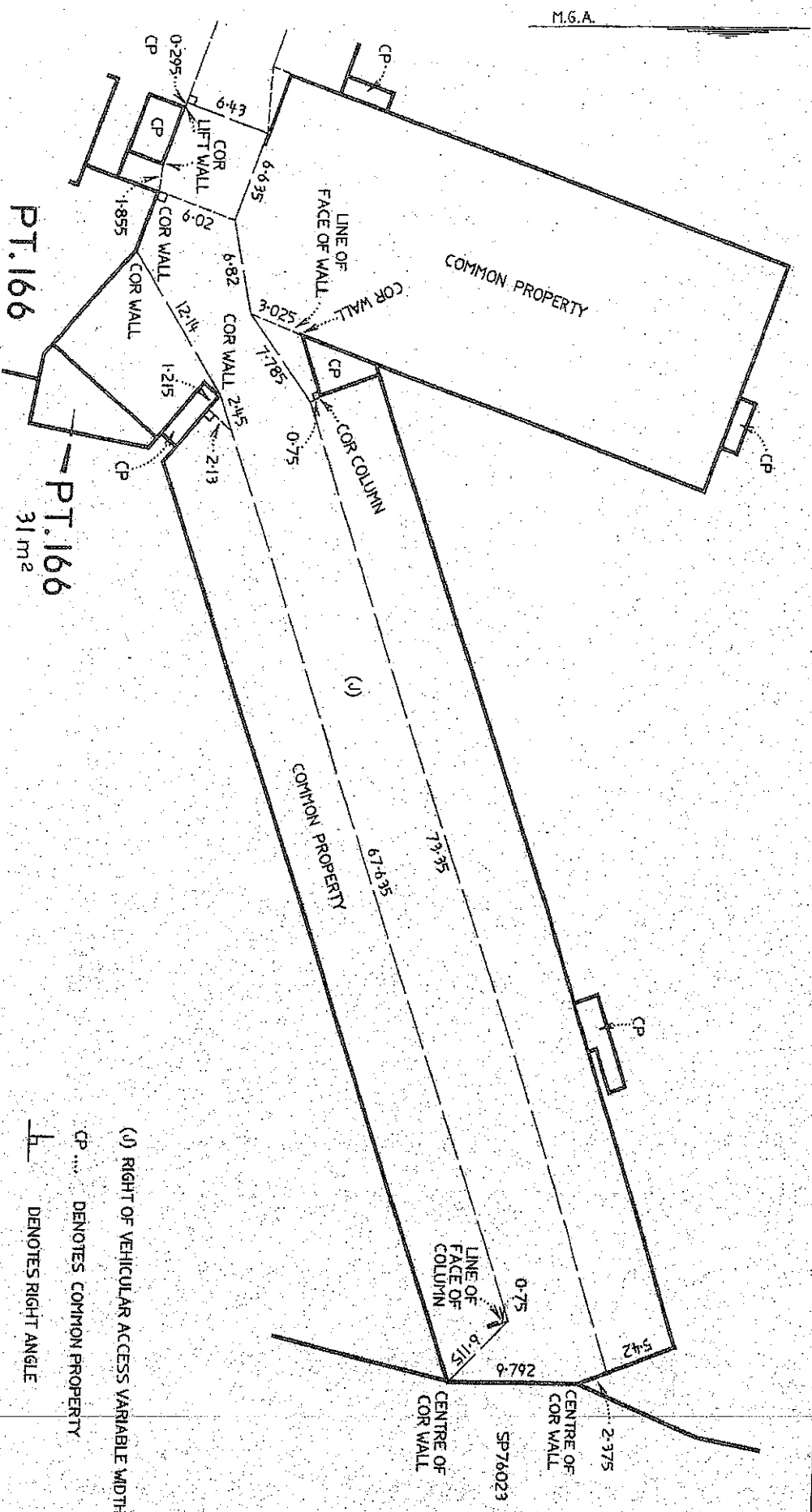
*[Signature]*  
Authorised Person / Licensed Manager / Assessed Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 34 Sheets

# LOWER GROUND FLOOR PLAN

SP76024



(C) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

CP ... DENOTES COMMON PROPERTY

H DENOTES RIGHT ANGLE

Reduction Ratio 1: 300

Lengths are in metres

*G.P. Sullivan*  
Registered Surveyor

*G.P. Sullivan*  
Authorised Person / Federal Attorney / Accredited Engineer

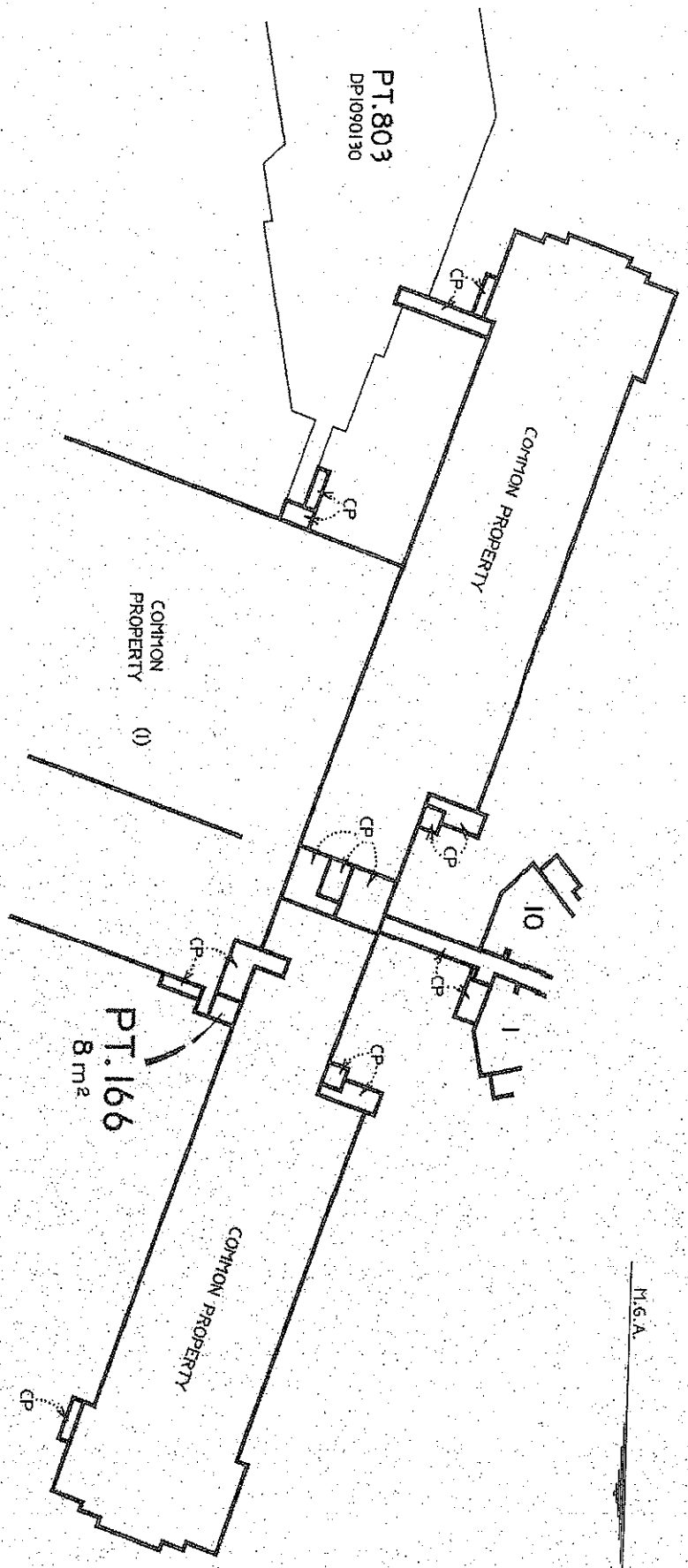
SURVEYOR'S REFERENCE: B145-456, Checklist

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 34 Sheets

# LOWER GROUND FLOOR PLAN

SP76024



M.G.A.

(1) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

CP ... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 500

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENCE

B115-45C, Checklist

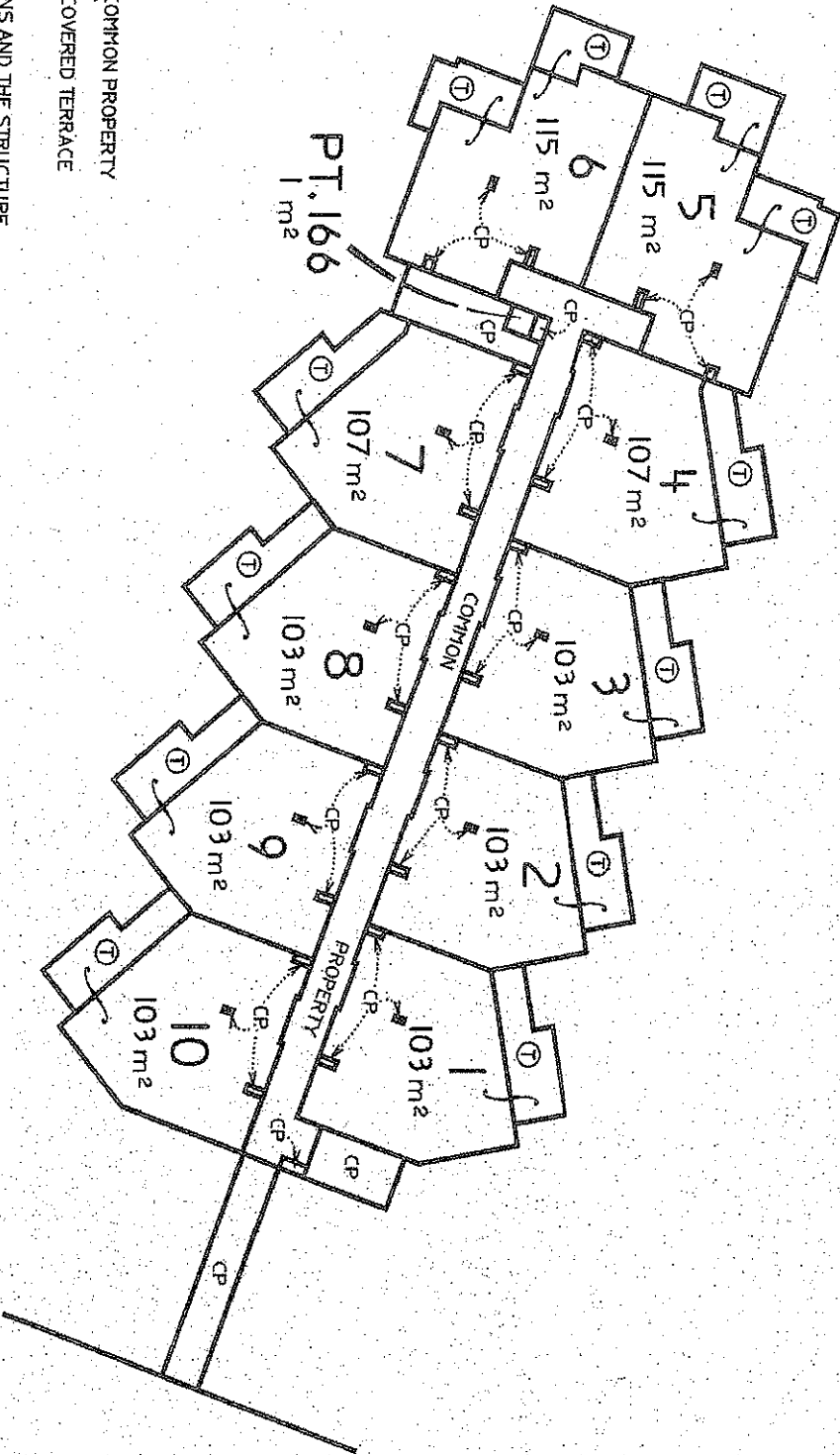
*[Signature]*  
 Authorised Person / General Manager / Accredited Controller

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 34 Sheets

# LOWER GROUND FLOOR PLAN

SP76024



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

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR S.A. - R.L.

8145-45C, Checklist

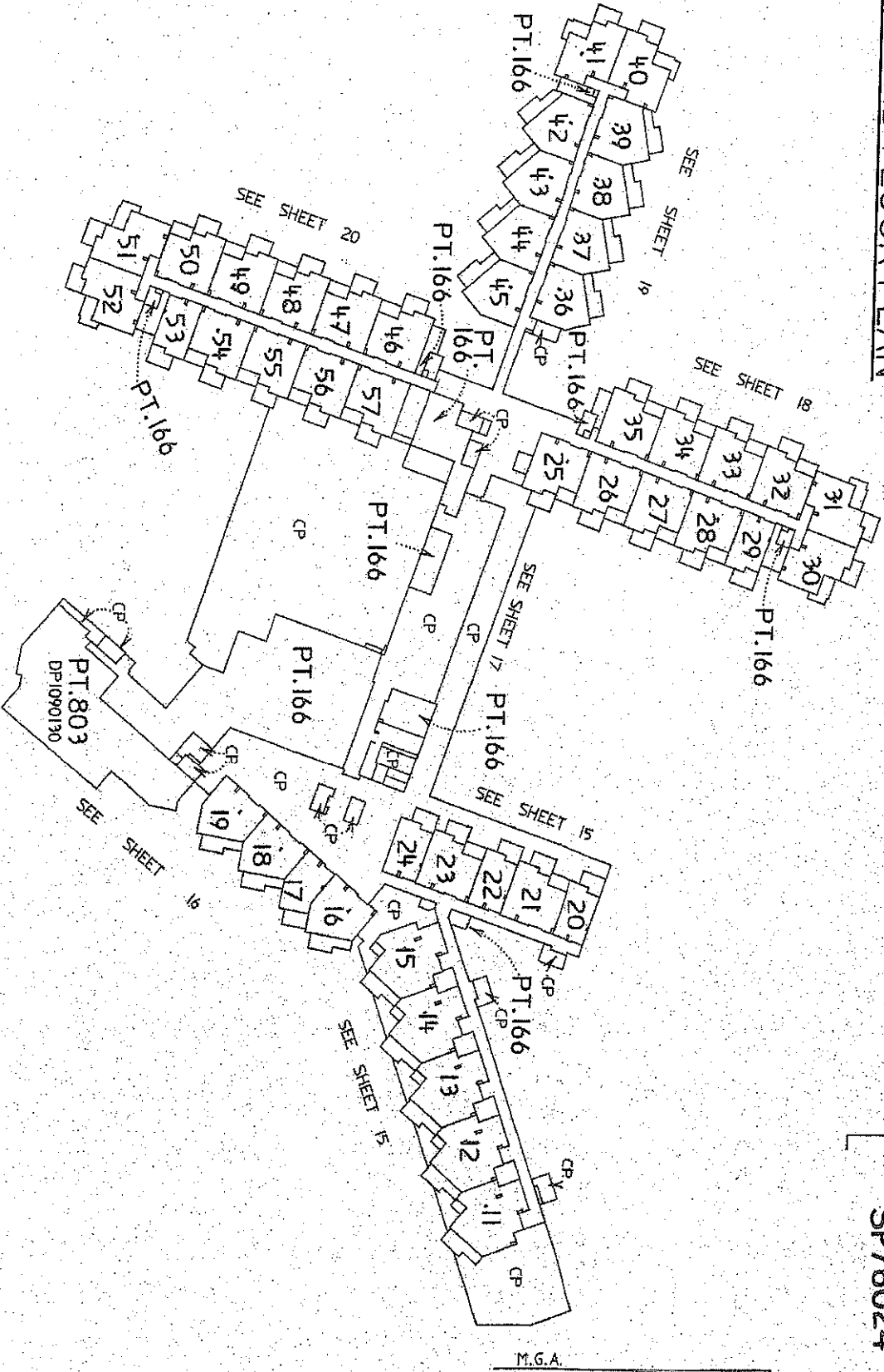
*[Signature]*  
 Authorised Person / Licensed Engineer / Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 34 Sheets

# UPPER GROUND FLOOR PLAN

SP76024



CP ... DENOTES COMMON PROPERTY

Reduction Ratio 1: 750

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENC.

8145-45C Checklist

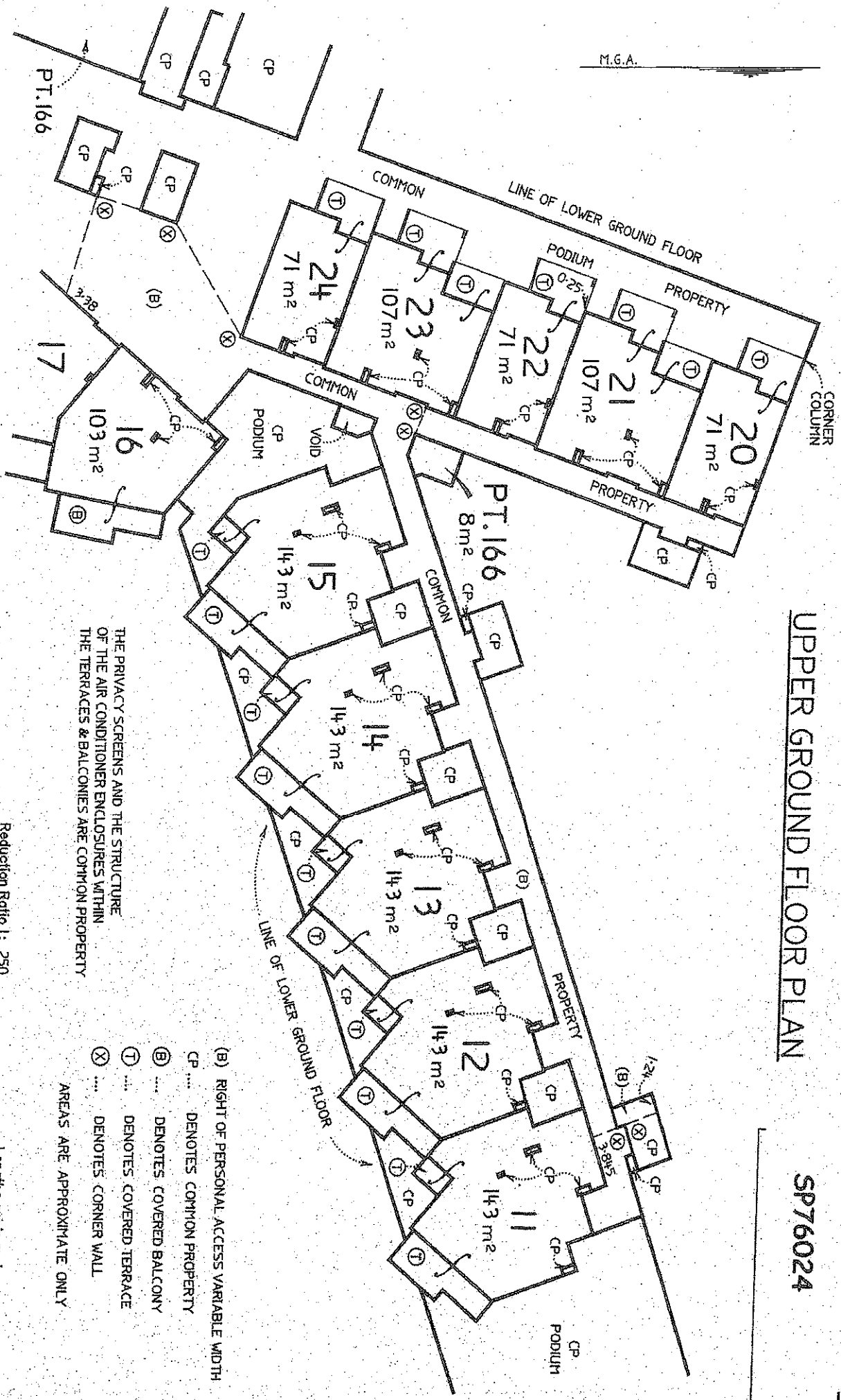
*[Signature]*  
 Authorised Person / General Manager / Accredited Officer

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 34 Sheets

UPPER GROUND FLOOR PLAN

SP76024





THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES & BALCONIES ARE COMMON PROPERTY

- (B) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- CP ... DENOTES COMMON PROPERTY
- ⊕ ... DENOTES COVERED BALCONY
- ⊖ ... DENOTES COVERED TERRACE
- ⊗ ... DENOTES CORNER WALL
- AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

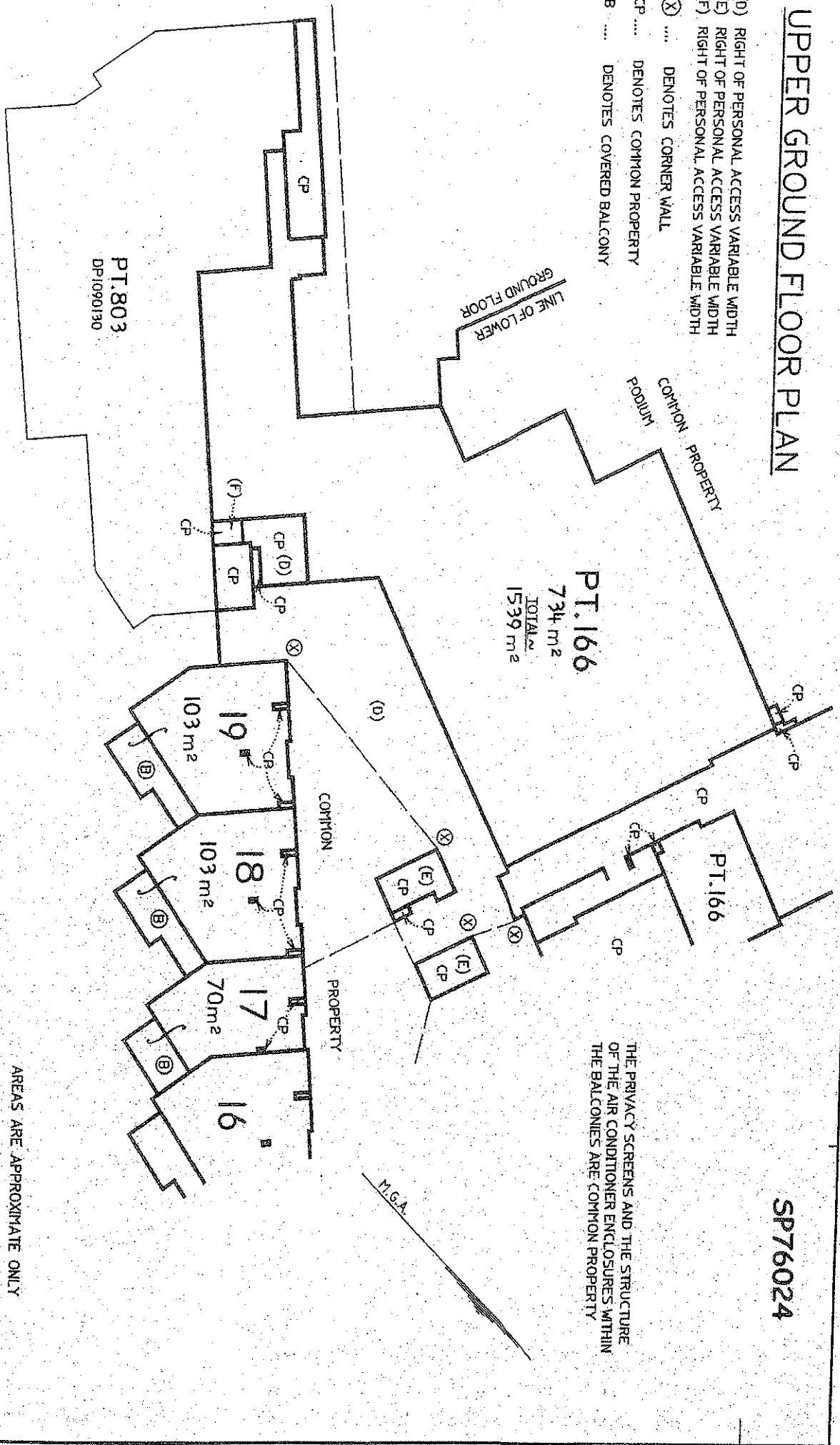
  
 Registered Surveyor  
 SURVEYOR'S REFERENCE : B/45-45C, Checklist  
 Authorised Person / General Manager / Accredited Officer  


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# UPPER GROUND FLOOR PLAN

SP76024

- (D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (E) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- (F) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- ⊗ ... DENOTES CORNER WALL
- CP ... DENOTES COMMON PROPERTY
- B ... DENOTES COVERED BALCONY



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

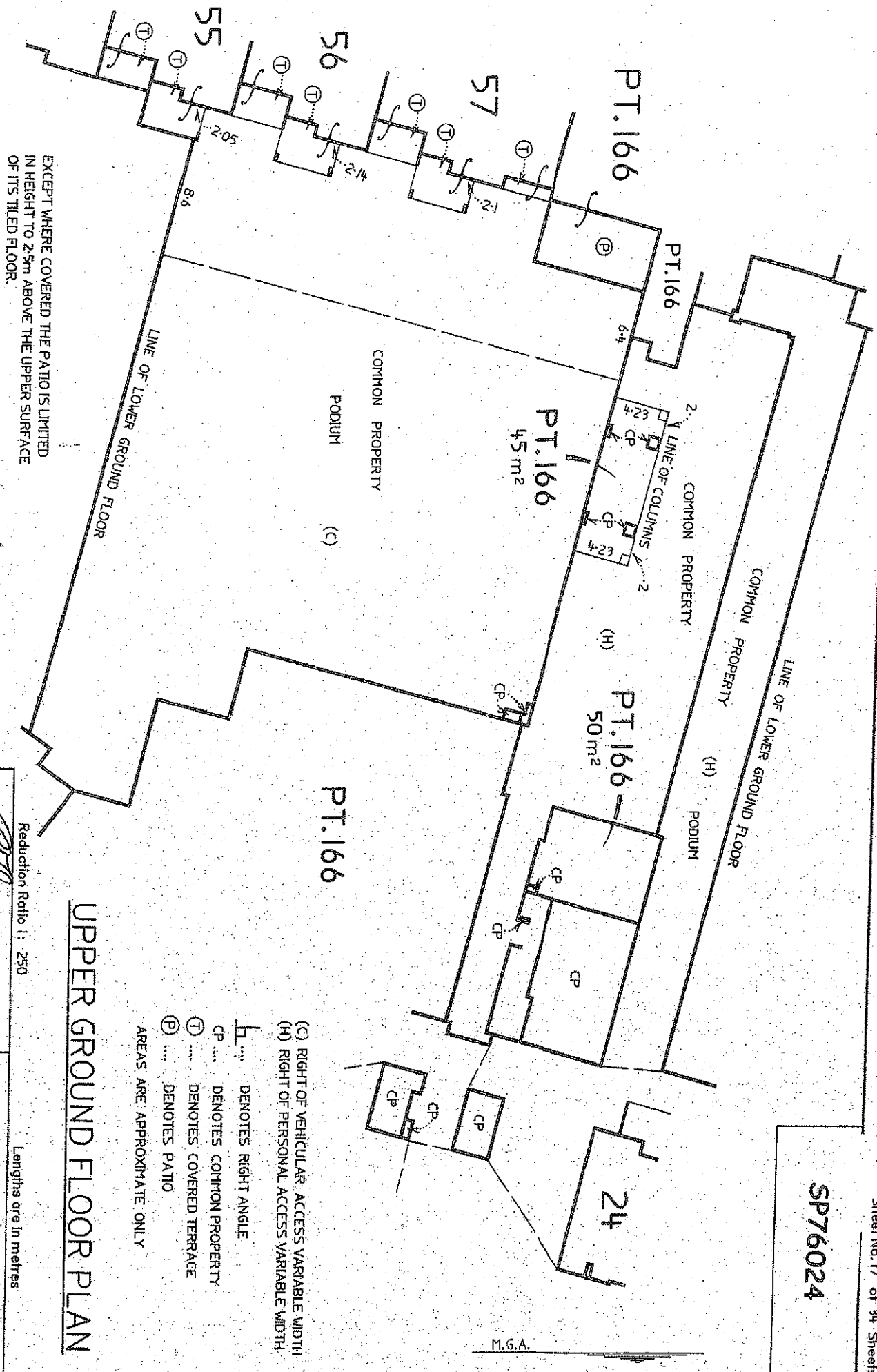
Lengths are in metres

*P. Williams*  
 Registered Surveyor  
 SUPERVISOR'S REFERENCE: B145-45C, Checklist  
 Authorised Person / Licensed Manager / Accredited Certifier  
*P.W.*

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 17 of 34 Sheets

SP76024



EXCEPT WHERE COVERED THE PATIO IS LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF ITS TILED FLOOR.

# UPPER GROUND FLOOR PLAN

- (C) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
- (H) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
- H ... DENOTES RIGHT ANGLE
- CP ... DENOTES COMMON PROPERTY
- Ⓜ ... DENOTES COVERED TERRACE
- Ⓟ ... DENOTES PATIO
- AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

*Johnston*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 8145-45C, Checklist

*Johnston*  
 Authorised Person/Associate/Member/Associate/Candidate

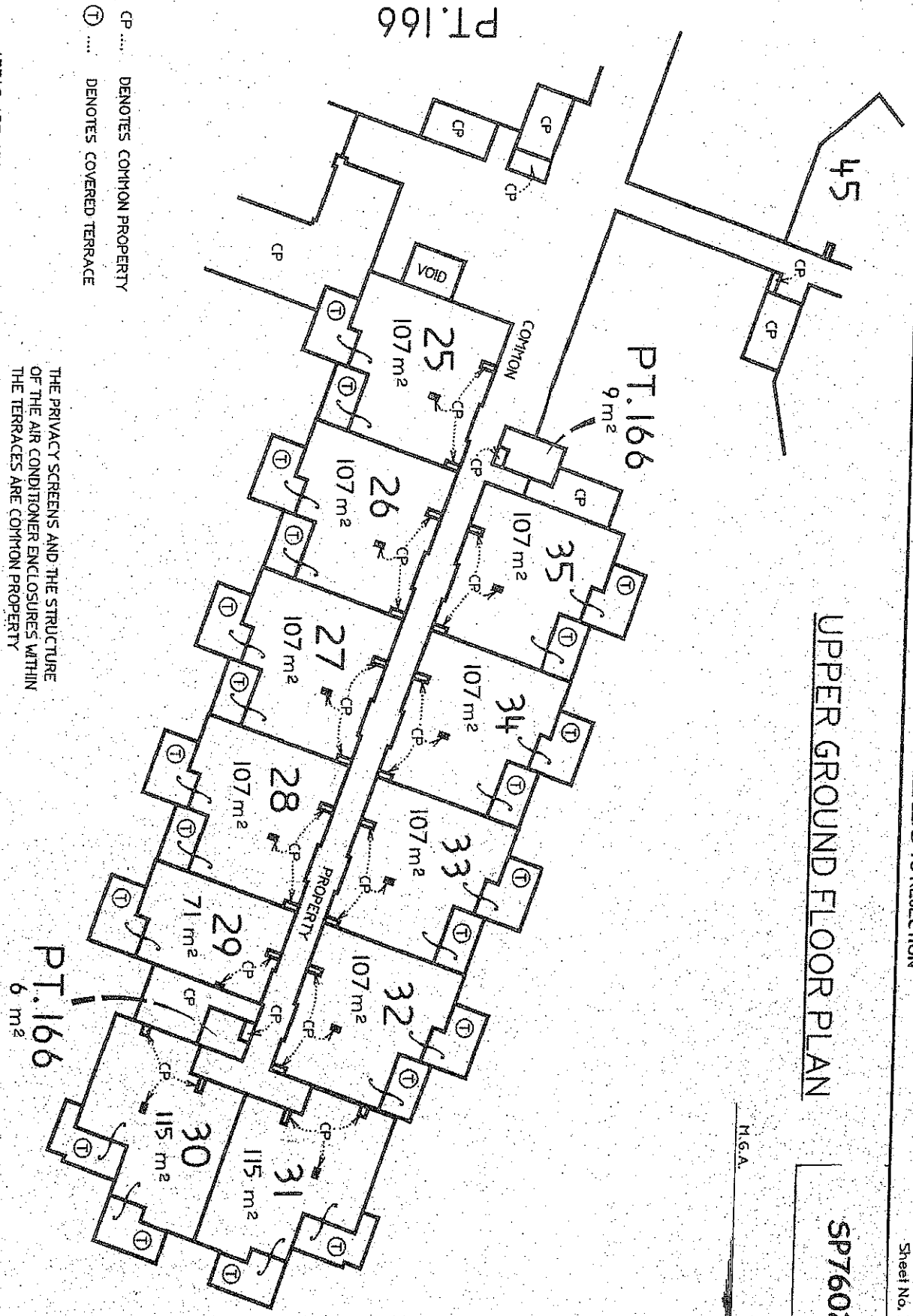


WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

UPPER GROUND FLOOR PLAN

SP76024

H.G.A.



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

AREAS ARE APPROXIMATE ONLY

THE PRIVACY SCREENS AND THE STRUCTURE  
 OF THE AIR CONDITIONER ENCLOSURES WITHIN  
 THE TERRACES ARE COMMON PROPERTY

Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR'S R. 22

8145-45C, Checklist

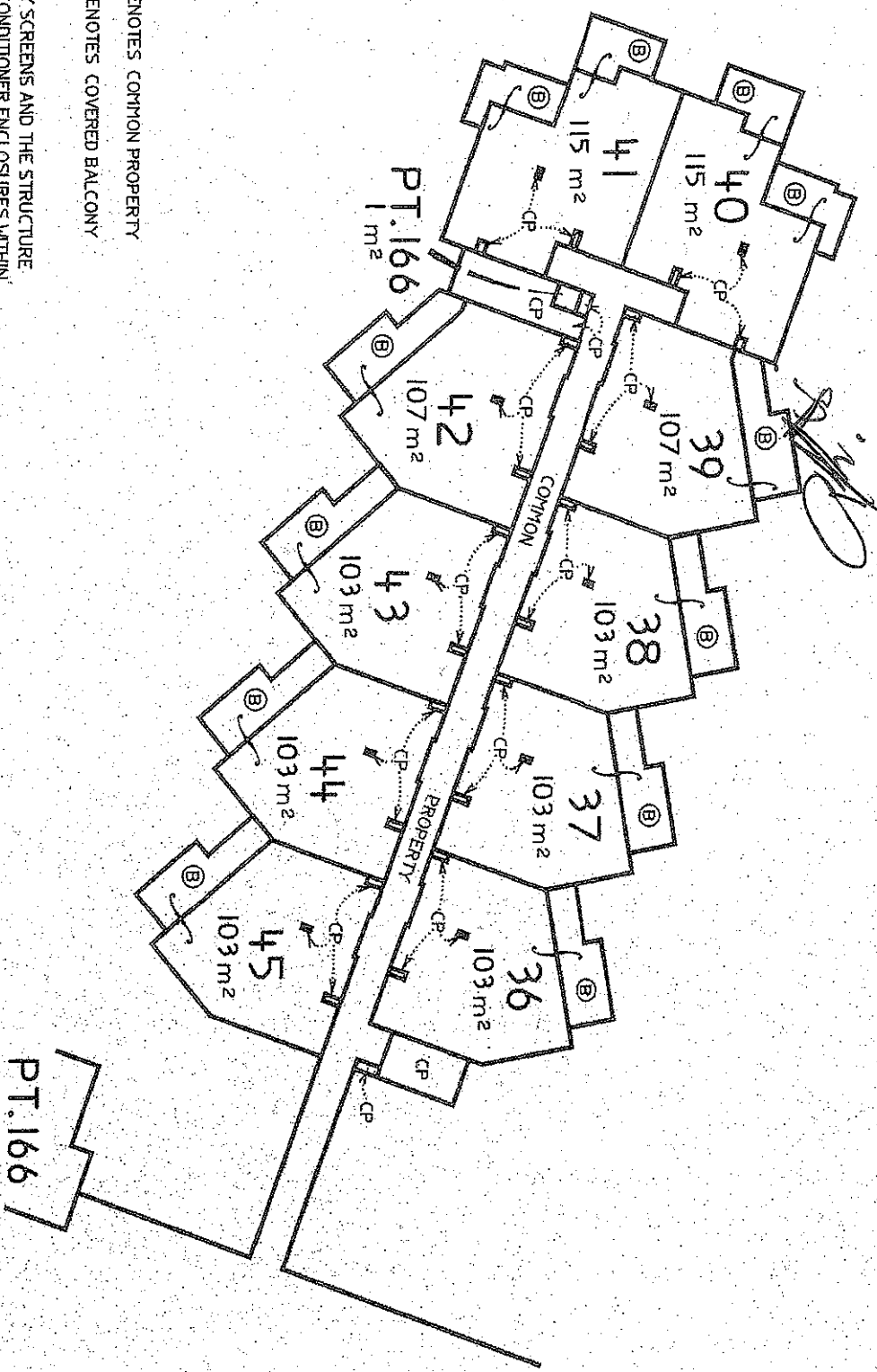
*[Signature]*  
 Authorised Person / Licensed Engineer / Approved Electrician

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 19 of 34 Sheets

# UPPER GROUND FLOOR PLAN

SPT6024



CP .... DENOTES COMMON PROPERTY  
 (B) .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / Licensed Manager / Accredited / Certified

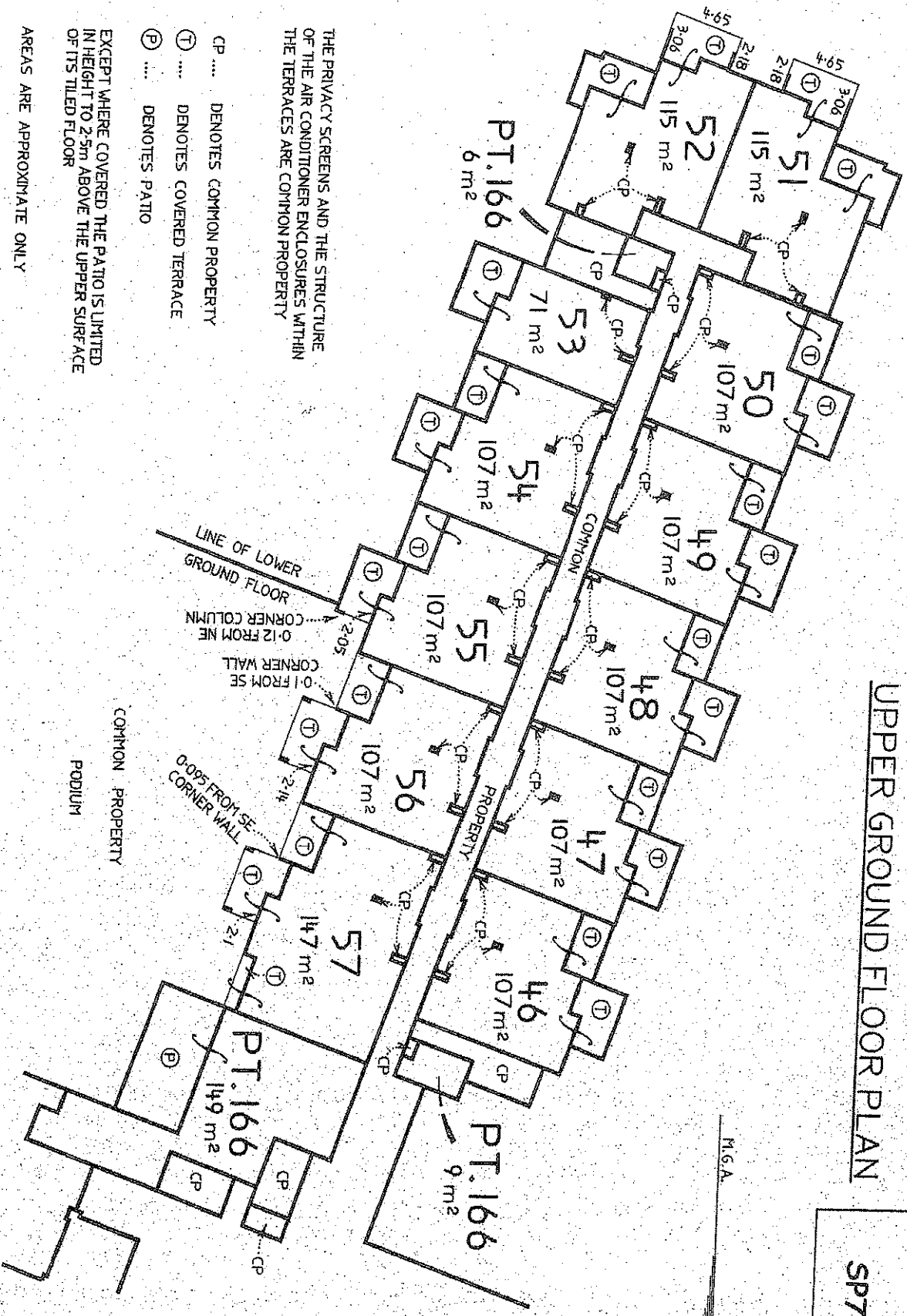
SURVEYOR'S REFERER : 81/5-1/5C, Checklist

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 34 Sheets

UPPER GROUND FLOOR PLAN

SP76024



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES ARE COMMON PROPERTY


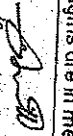
- CP ... DENOTES COMMON PROPERTY
- Ⓣ ... DENOTES COVERED TERRACE
- Ⓟ ... DENOTES PATIO

EXCEPT WHERE COVERED THE PATIO IS LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF ITS TILED FLOOR

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

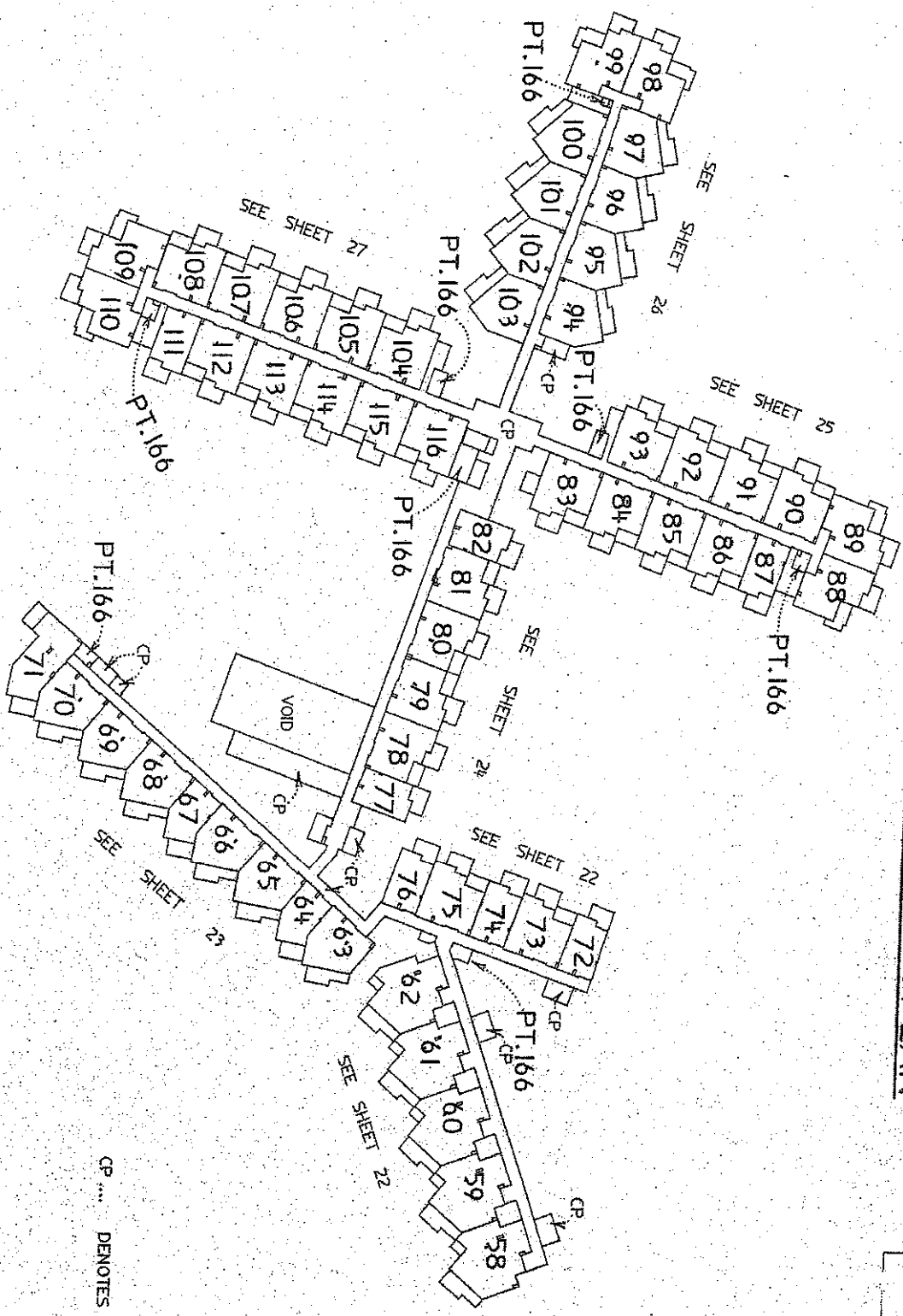
  
 Registered Surveyor  
 SURVEYOR S.A. (Pty) Ltd.  
 B/15-45C, Checklist  
 Authorised Person / General Manager / Accredited Classifier  


WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 34 Sheets

# FIRST FLOOR PLAN

## SP76024



CP ... DENOTES COMMON PROPERTY

Reduction Ratio 1 : 750

Lengths are in metres

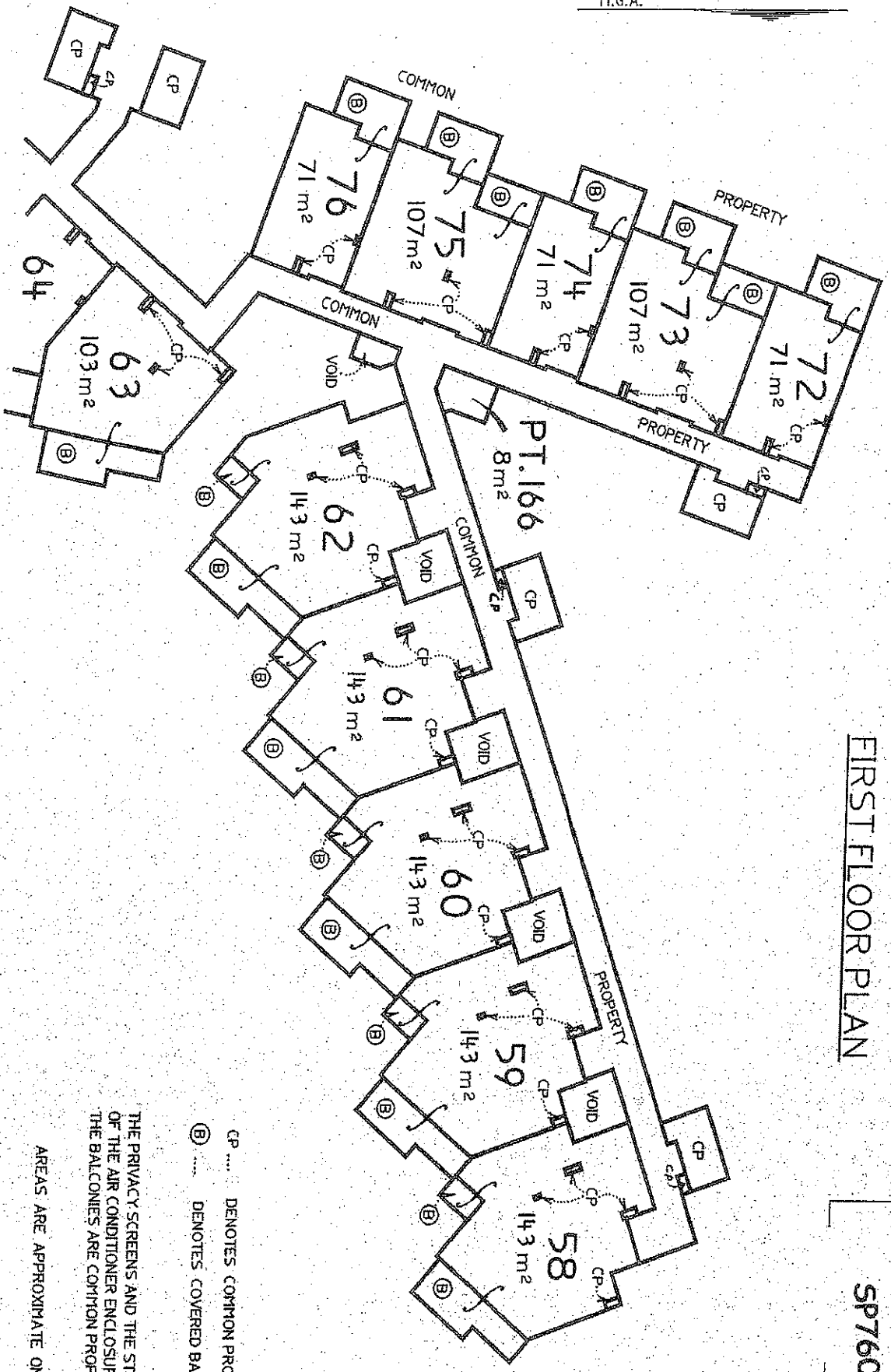
*P. Kowalski*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE

*P. Kowalski*  
 Authorised Person / General Manager / Member of the Institute of Surveyors  
 8145-45C, Checklist

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 34 Sheets

M.G.A.



FIRST FLOOR PLAN

SP76024

CP ... DENOTES COMMON PROPERTY  
 (B) ... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio: 250

Lengths are in metres

*P. J. Hamilton*  
 Registered Surveyor

SURVEYOR'S R. 76

B.A.S.-45C, Checklist

*A. J. Sp*  
 Authorised Person / Licensed Homeowner / Accredited Contractor

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 34 Sheets

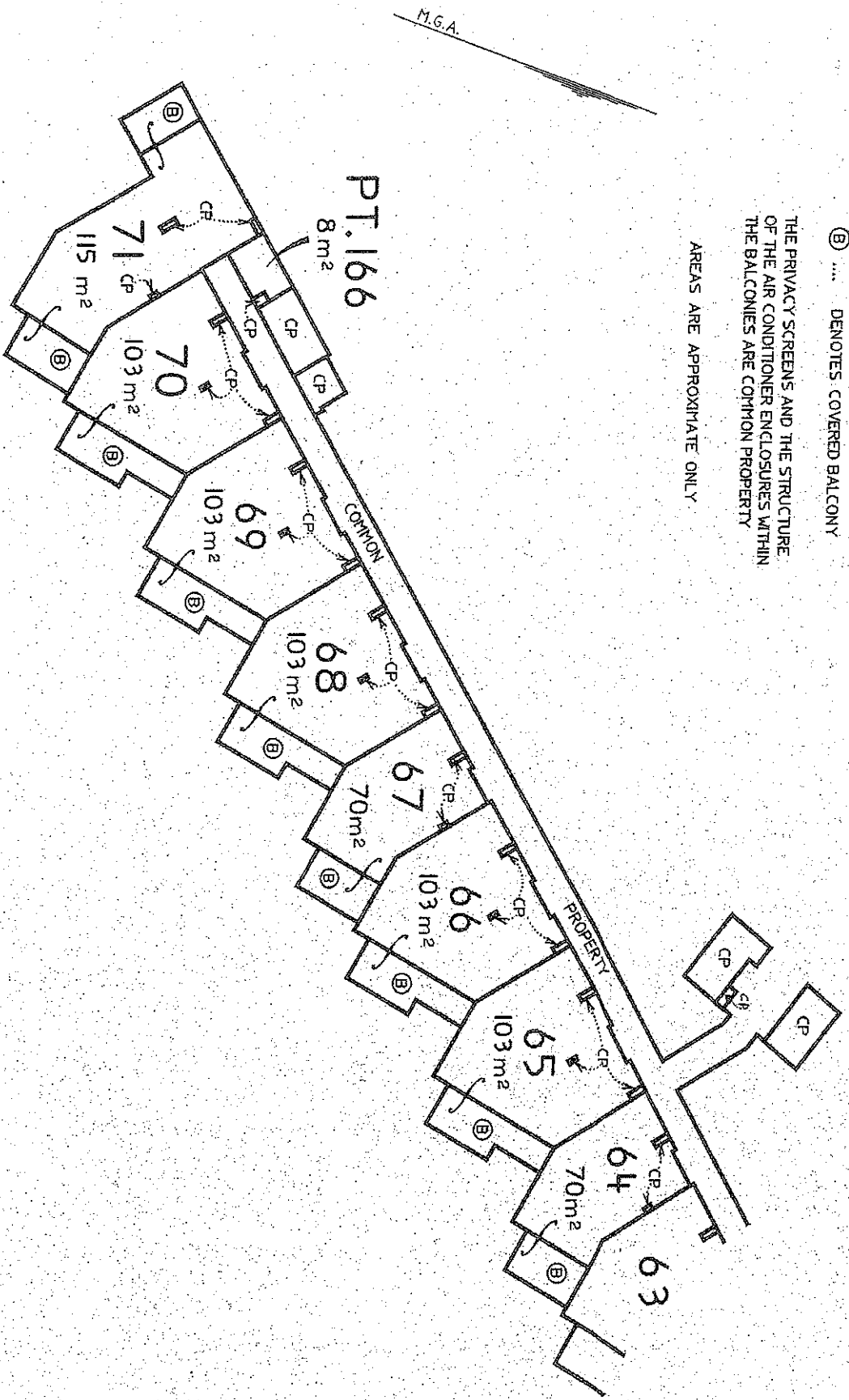
# FIRST FLOOR PLAN

## SP76024

- CP ... DENOTES COMMON PROPERTY
- Ⓟ ... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY



Reduction Ratio 1: 250

Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

SURVEYOR'S REFERENCE

8/15-45C, Checklist

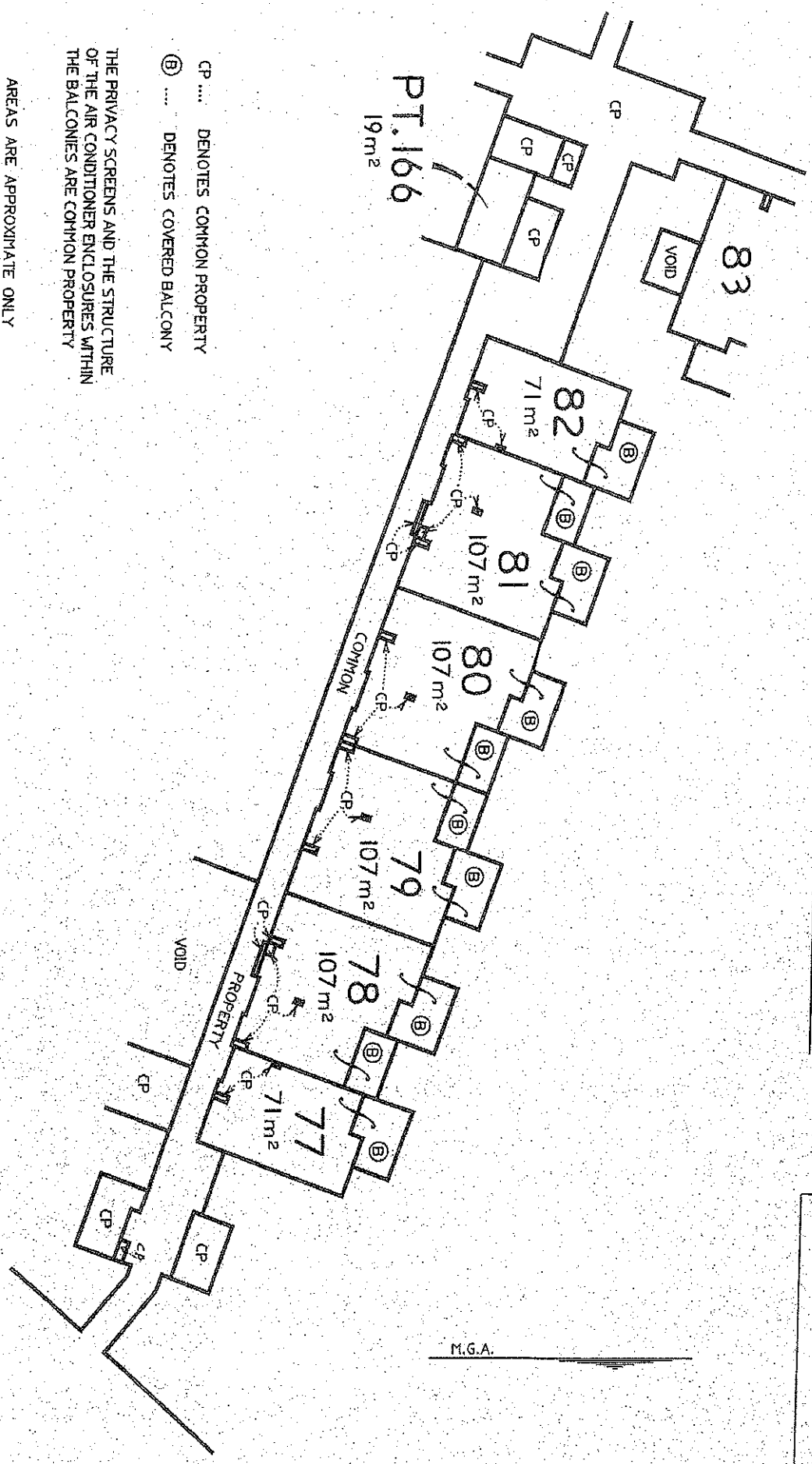
Authorised Person / General Manager / Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 24 of 34 Sheets

# FIRST FLOOR PLAN

## SP76024



CP .... DENOTES COMMON PROPERTY  
 (B) .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

*St. Lawrence*  
 Registered Surveyor  
 SURVEYOR S.R. E 8145-45C (Checklist)

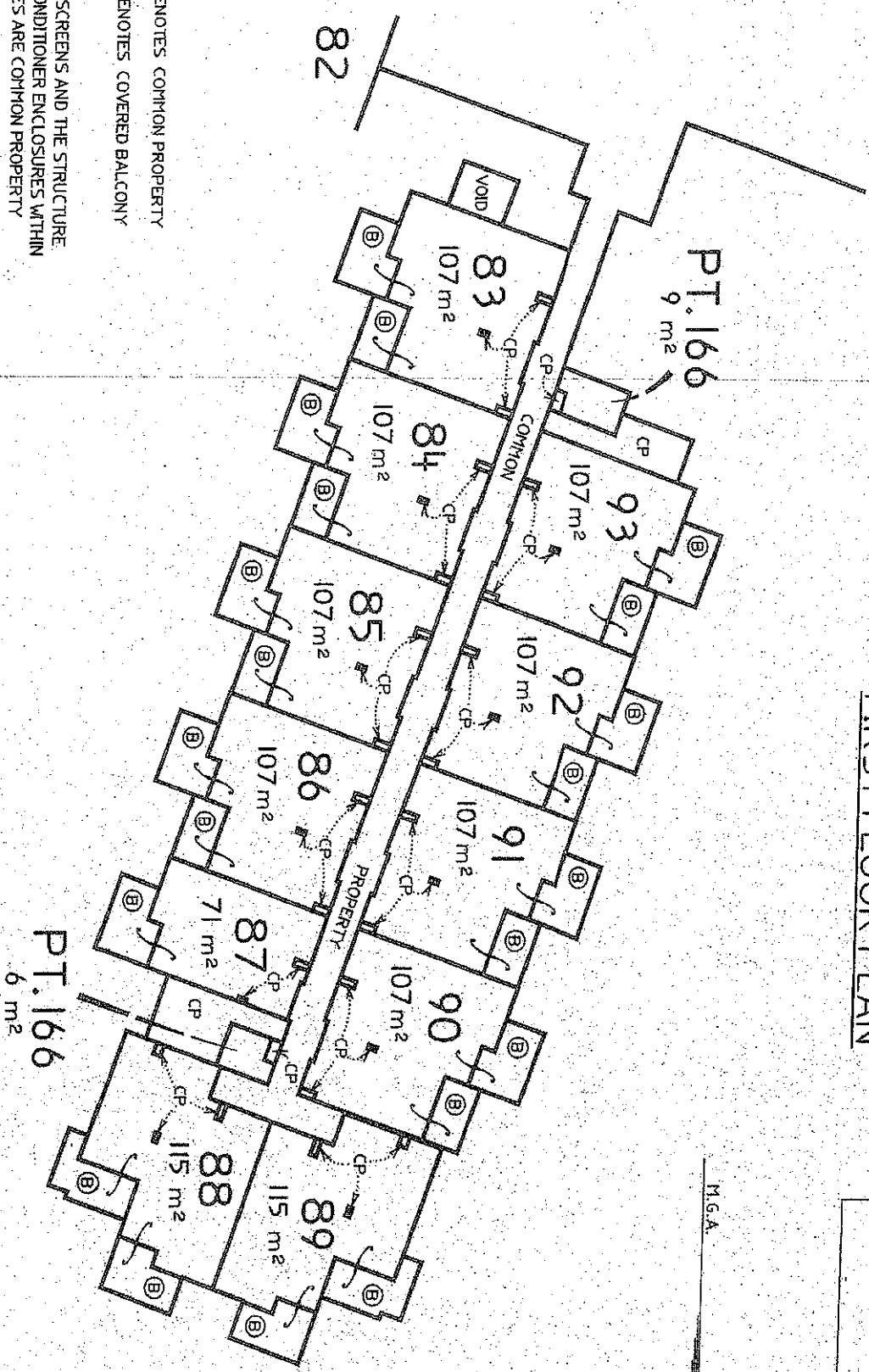
*GRD*  
 Authorised Person / Licensed Manager / Accredited Certifier

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 25 of 34 Sheets

# FIRST FLOOR PLAN

## SP76024



CP .... DENOTES COMMON PROPERTY  
 (B) .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio : 250

Lengths are in metres

*S. R. Revere*  
 Registered Surveyor  
 SURVEYOR S. REVERE

*S. R. Revere*  
 Authorised Person / General Manager / Accredited / Certified  
 B.I.S.-45C, Checklist

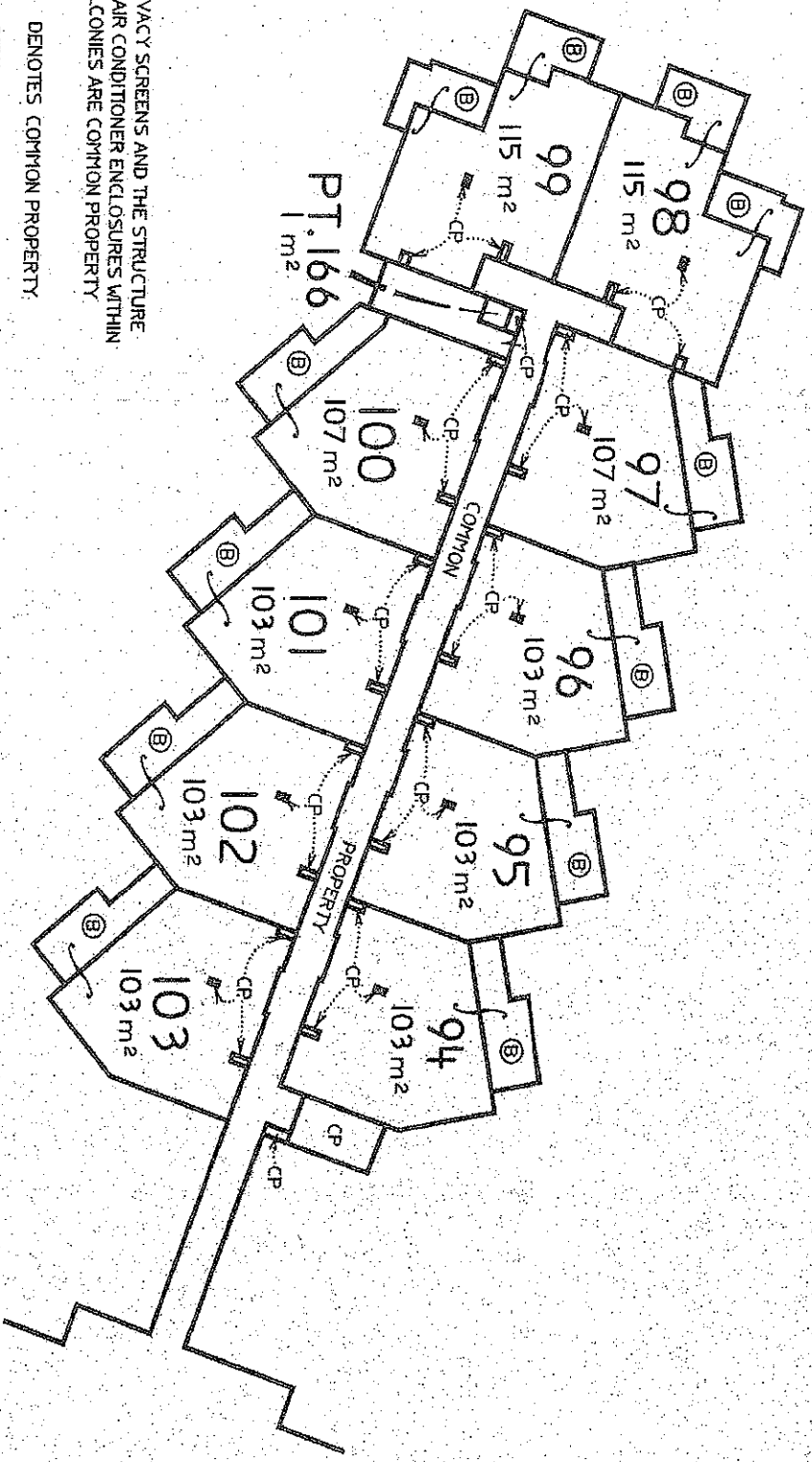


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 26 of 34 Sheets

# FIRST FLOOR PLAN

## SP76024



M.G.A.

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY.

CP .... DENOTES COMMON PROPERTY;  
 (B) .... DENOTES BALCONY

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

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1 : 250

Lengths are in metres.

*P. J. Robinson*  
 Registered Surveyor

SURVEYOR'S R. 21

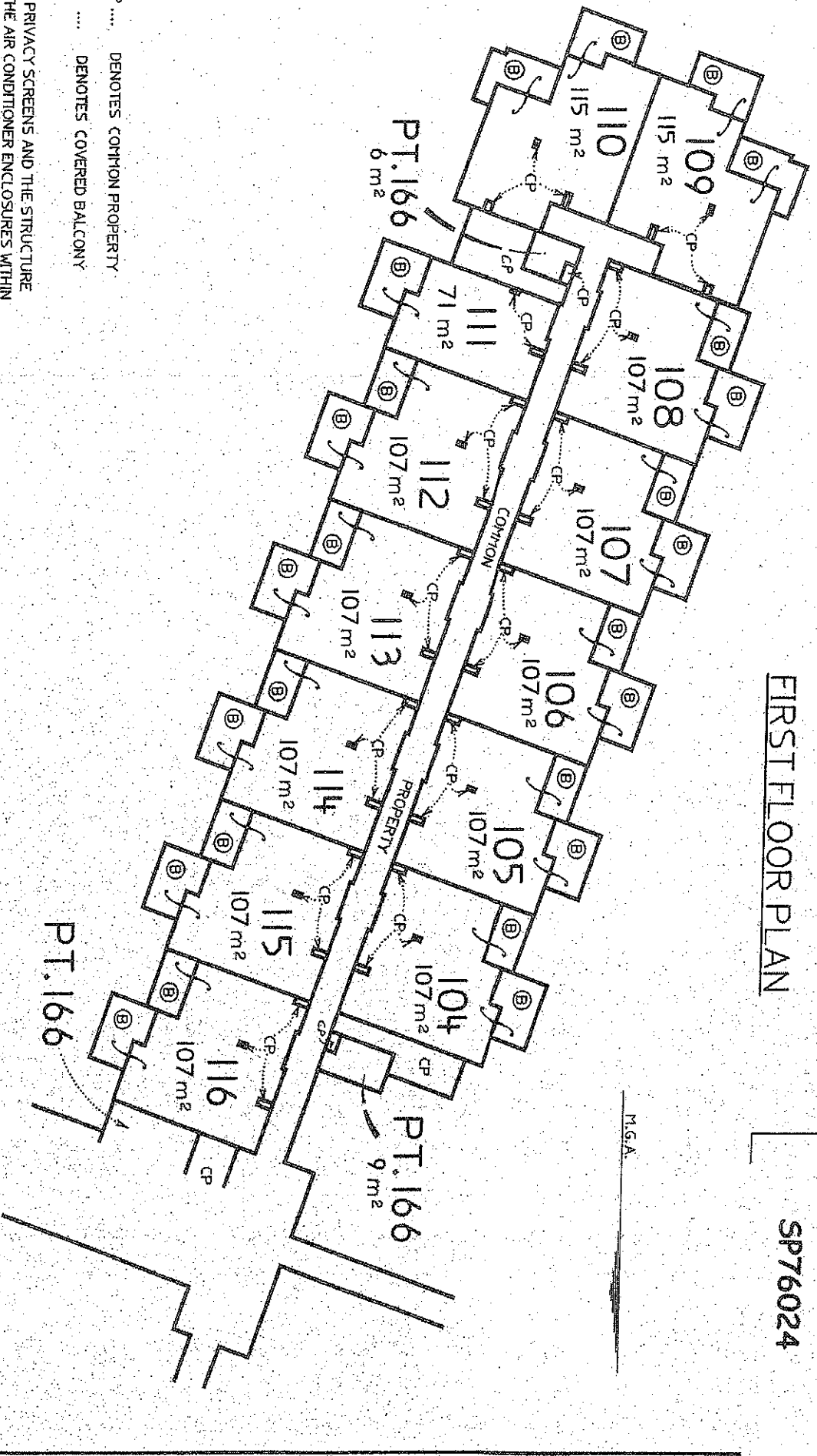
8145-45C, Checklist

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

WARNING : GREASING OR FOLDING WILL LEAD TO REJECTION

# FIRST FLOOR PLAN

SP76024



CP .... DENOTES COMMON PROPERTY  
 (B) .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENCE : 8145-45C, Checklist

*[Signature]*  
 Authorised Person / Licensed Professional / Accredited Classifier

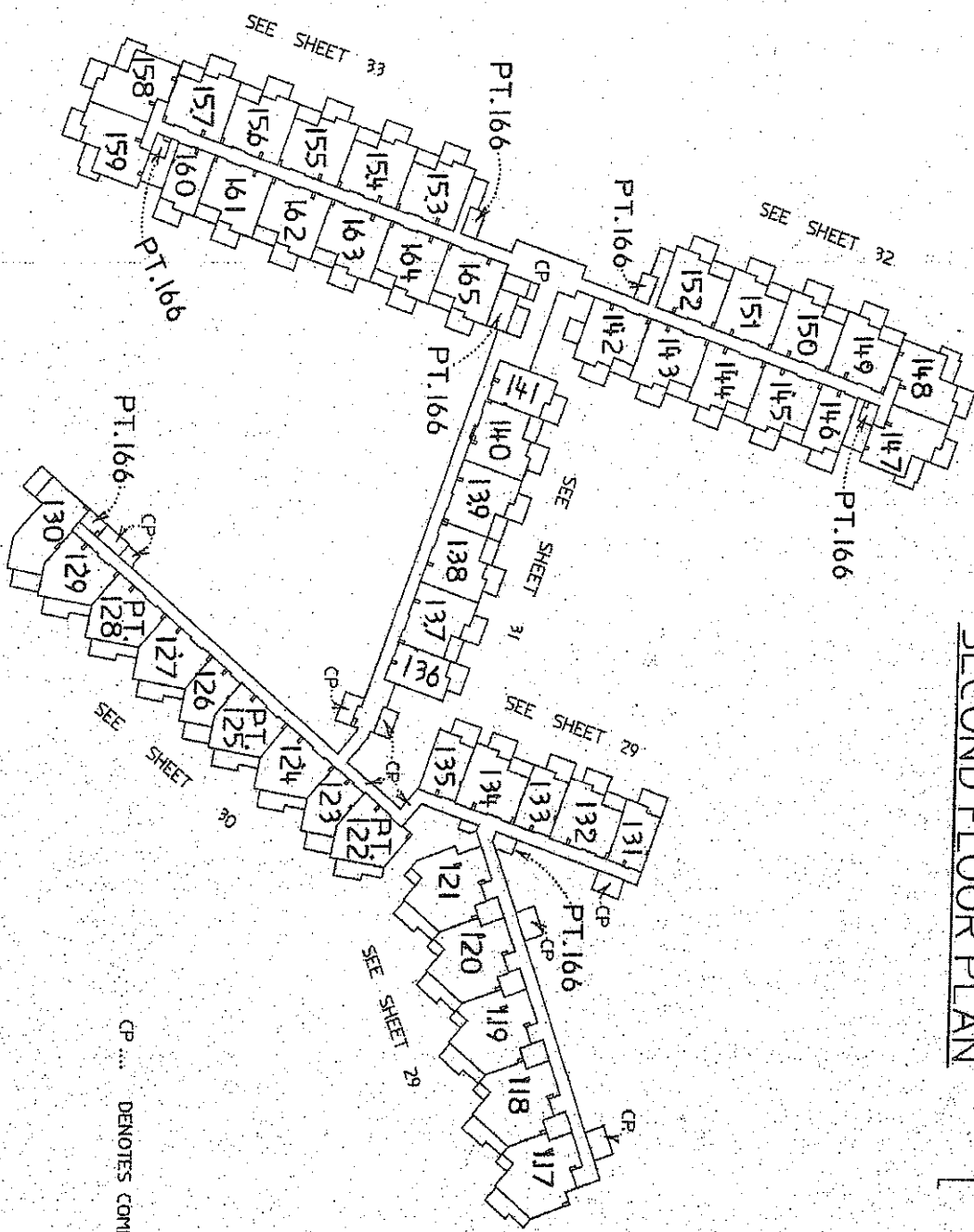
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 28 of 34 Sheets

M.G.A.

# SECOND FLOOR PLAN

## SP76024



CP ... DENOTES COMMON PROPERTY

Reduction Ratio 1: 750

Lengths are in metres

*P. J. ...*  
 Registered Surveyor

SURVEYOR'S RL

8/4/5-45C, Checklist

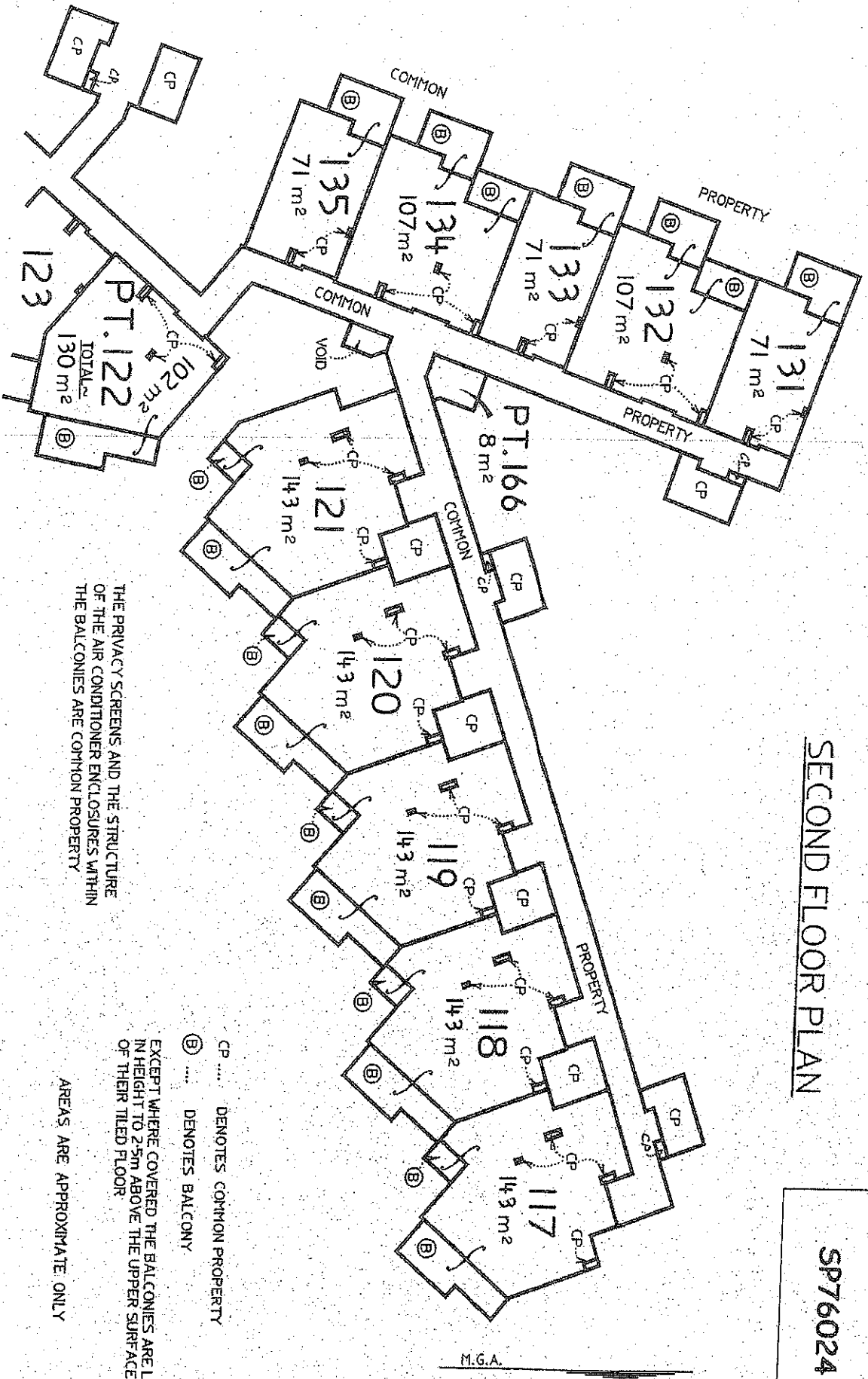
*A. ...*  
 Authorised Person / General Manager / Accredited Certifier

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 29 of 34 Sheets

# SECOND FLOOR PLAN

SP76024



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

CP ..... DENOTES COMMON PROPERTY  
 (B) ..... DENOTES BALCONY  
 EXCEPT WHERE COVERED THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR  
 AREAS ARE APPROXIMATE, ONLY

Reduction Ratio 1: 250

Lengths are in metres

*P. Howden*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: B145-45C, Checklist

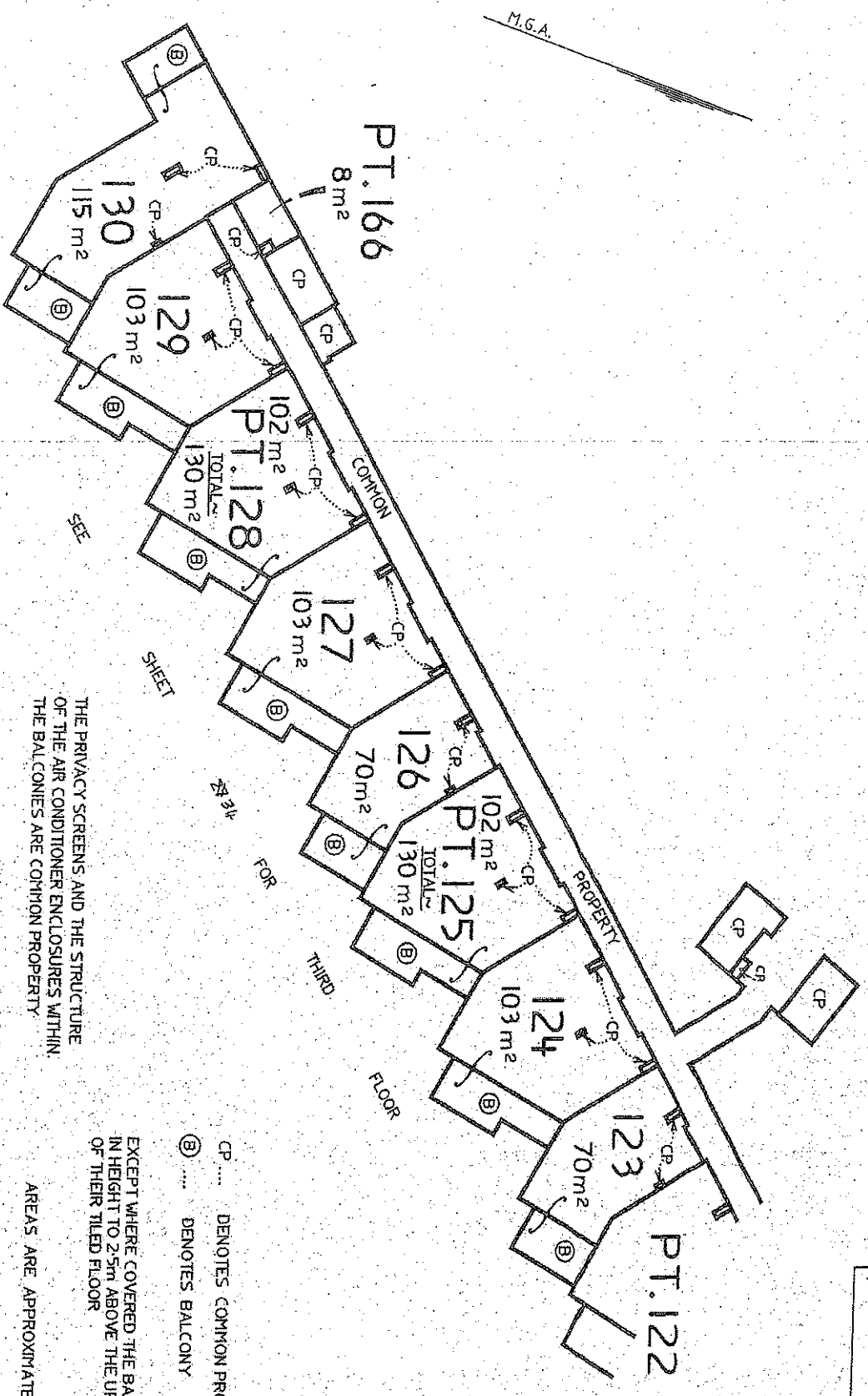
*A.S.D.*  
 Authorised Person / General Manager / Accredited Certificate

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 30 of 34 Sheets

# SECOND FLOOR PLAN

## SP76024



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY.

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

Reduction Ratio 1: 250

Lengths are in metres

*P. Rouman*  
 Registered Surveyor

*ASPD*  
 Authorised Person / Licensed Valuer / Accredited Evaluator

SURVEYOR'S REF.

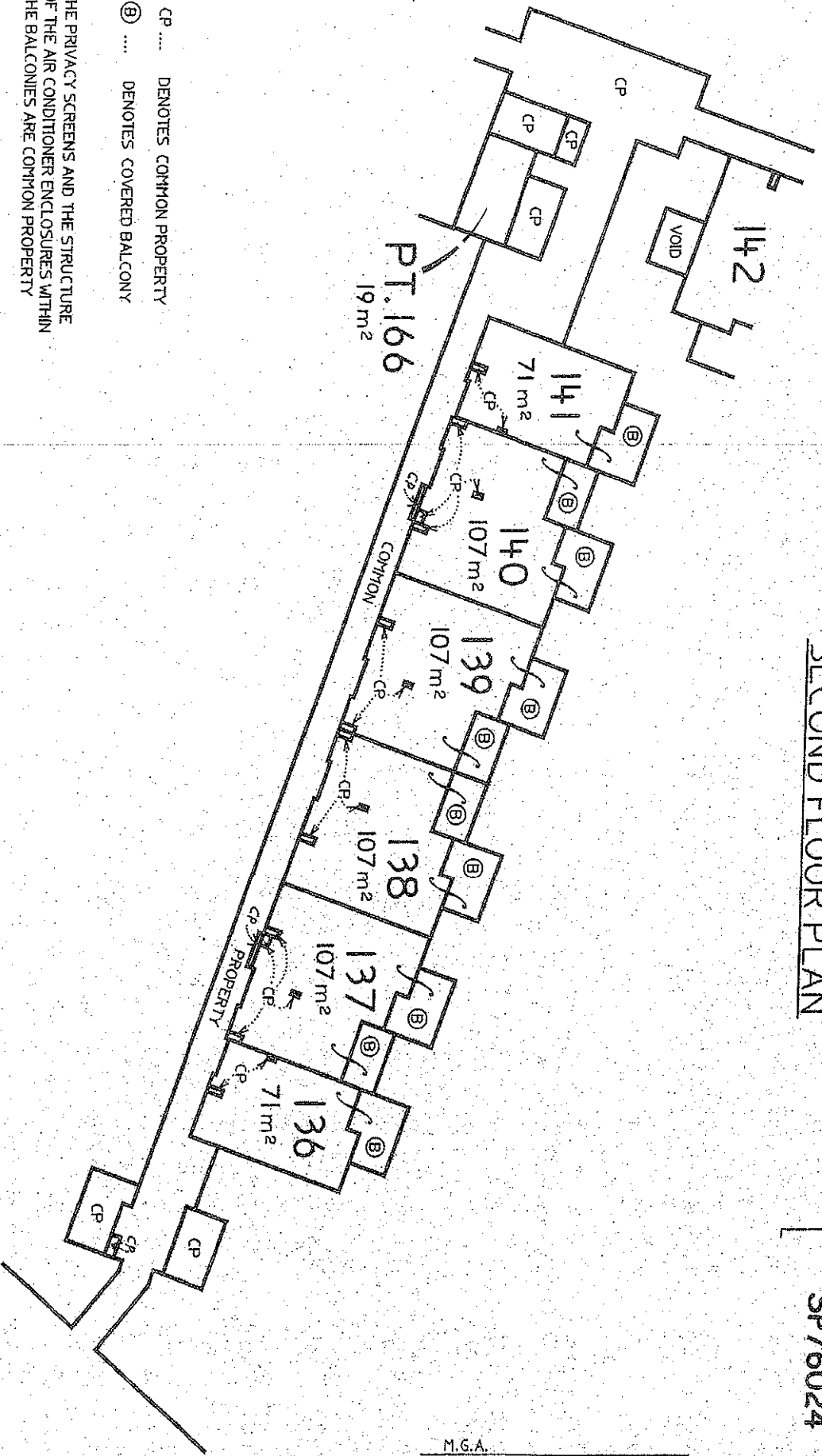
BWS-45G, Checklist

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 31 of 34 Sheets

# SECOND FLOOR PLAN

SP76024



M.G.A.

CP .... DENOTES COMMON PROPERTY  
 (B) .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1 : 250

Lengths are in metres

*GP Wenzel*  
 Registered Surveyor

SURVEYOR'S REFERENCE

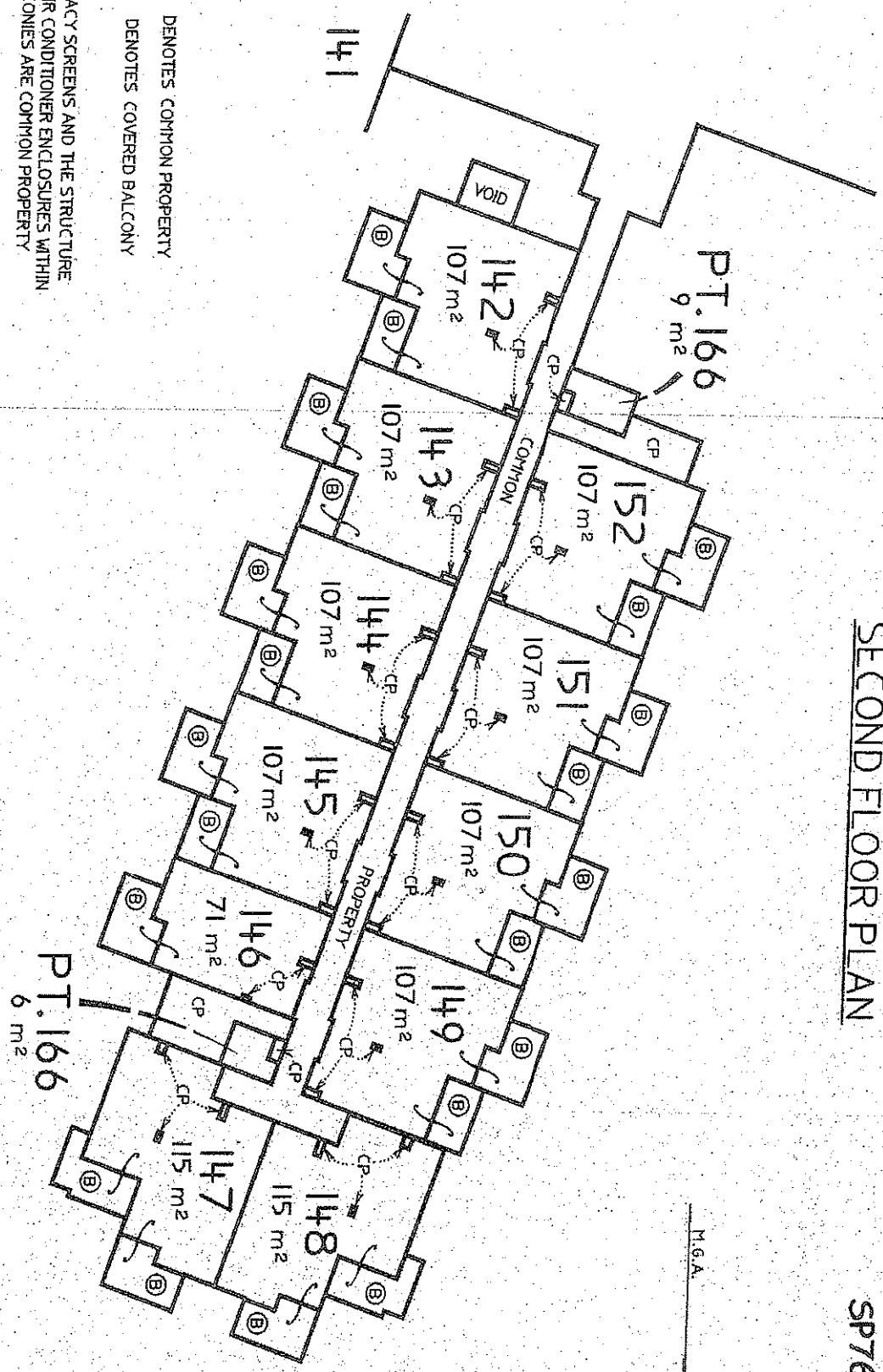
8145-45C, Checklist

*SA 50*  
 Authorised Person / General Manager / Accredited Landfiller

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

# SECOND FLOOR PLAN

SP76024



CP ... DENOTES COMMON PROPERTY  
 (B) ... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1 : 250

Lengths are in metres

*P. W. Bouman*  
 Registered Surveyor  
 SURVEYOR'S REF. NO. 845-45C, Checklist

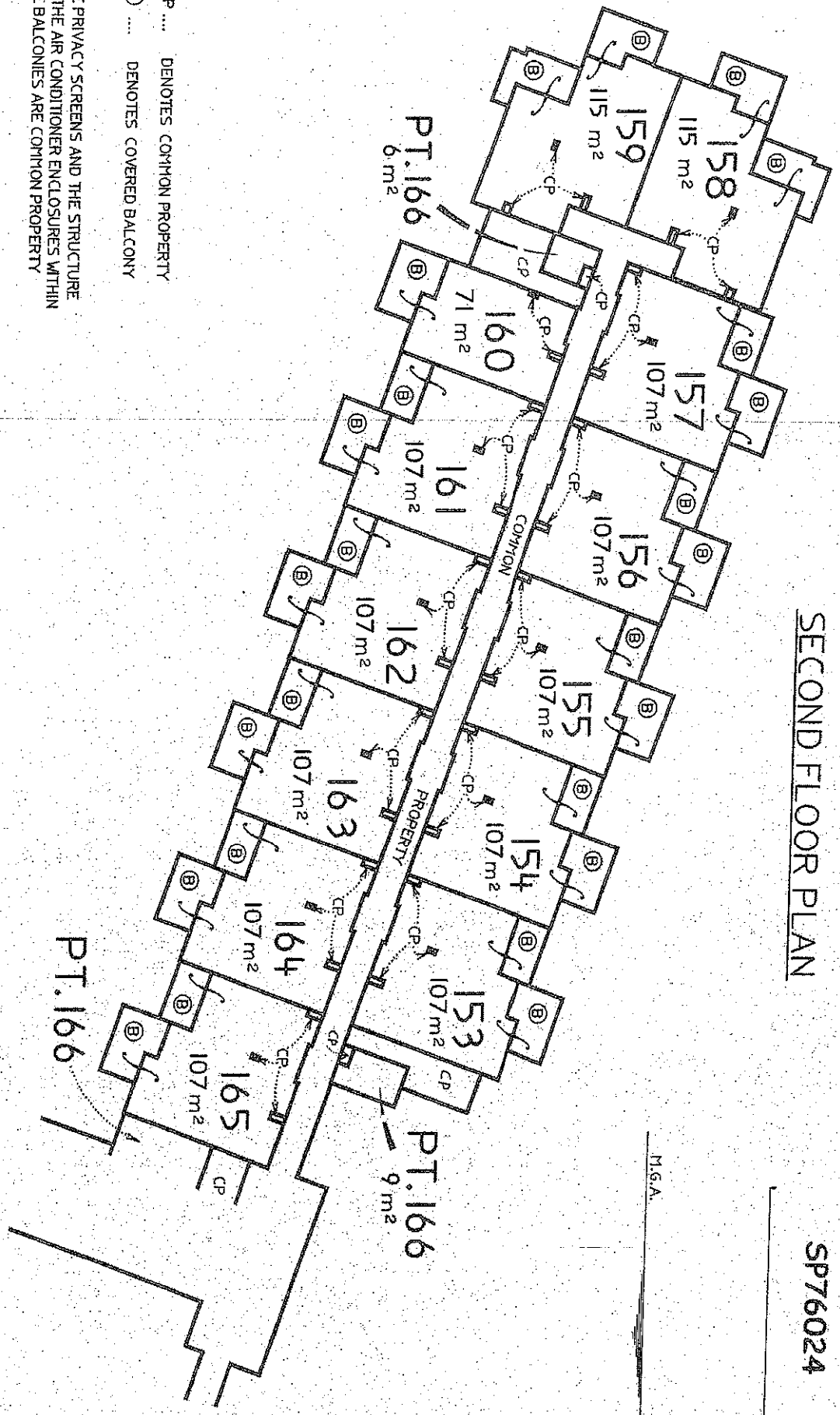
Authorised Person / General Manager / Accredited Classifier  
*[Signature]*

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 33 of 34 Sheets

# SECOND FLOOR PLAN

SP76024



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

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

M.G.A.

Reduction Ratio 1: 250

Lengths are in metres

*G. J. Lawson*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: BMS-45C, Checklist

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



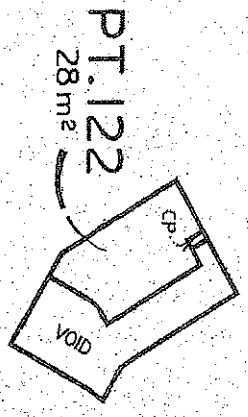
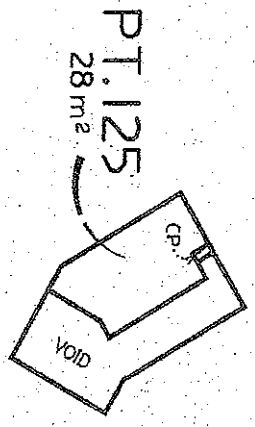
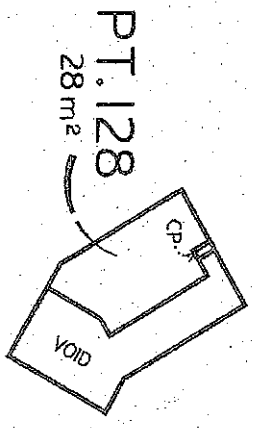
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THIRD FLOOR PLAN

SP76024

CP ... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY



Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*  
Registered Surveyor

SURVEYOR'S REFERENCE

*[Signature]*  
Authorised Person / Licensed Manager / Accredited Cartographer

B/MS-45C, Checklist

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 9 sheets)

**SP76024**

Subdivision covered by Council's Certificate  
No *SSCO5/0056* of 2005

Full name and address of  
owner of the land:

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

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663136  
of Level 10, 127 Creek Street, Brisbane, Qld, 4000

Perpetual Nominees Limited ACN 000 733 700 of  
C/- McLaughlin Financial Services, 5-9 Hicks Street,  
Southport, Qld, 4215

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Right of personal access variable width (A)	Common Property	Lot 802 in DP 1090130
2	Right of personal access variable width (B)	Common Property	Lot 802 in DP 1090130
3	Right of vehicular access variable width (C)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
4	Right of personal access variable width (D)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
5	Right of personal access variable width (E)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
6	Right of personal access variable width (F)	Common Property	Lot 803 in DP 1090130
7	Right of vehicular access variable width (G)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
8	Right of personal access variable width (H)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
9	Right of vehicular access variable width (I)	Common Property	Lot 803 in DP 1090130
10	Right of vehicular access variable width (J)	Common Property	Lot 802 in DP 1090130
11	Right of vehicular access variable width (K)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
12	Right of vehicular access variable width (M)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130

13	Right of personal access variable width (N)	Common Property	Lot 802 in DP 1090130
14	Restriction(s) on the use of land	Each lot	Tweed Shire Council

Part 2 (Terms)

1. Terms of easement for personal access variable width firstly referred to in the abovementioned plan:

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

1.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

1.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

1.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

2. Terms of easement for personal access variable width secondly referred to in the abovementioned plan:

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

2.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

2.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

2.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

SP76024

*[Handwritten signatures and initials]*  
531319\_1.DOC

SP76024

3. Terms of easement for vehicular access variable width thirdly referred to in the abovementioned plan:

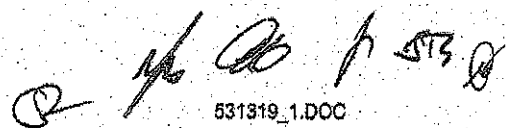
- 3.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "C".
- 3.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.
- 3.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.
- 3.4 For the purposes of this easement:
  - (a) "Strata Management Statement" means the strata management statement registered with the Plan.

4. Terms of easement for personal access variable width fourthly referred to in the abovementioned plan:

- 4.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "D".
- 4.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.
- 4.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.
- 4.4 For the purposes of this easement:
  - (a) "Strata Management Statement" means the strata management statement registered with the Plan.

5. Terms of easement for personal access variable width fifthly referred to in the abovementioned plan:

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

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5.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

5.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

5.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

6. Terms of easement for personal access variable width sixthly referred to in the abovementioned plan:

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

6.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

6.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

6.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

7. Terms of easement for vehicular access variable width seventhly referred to in the abovementioned plan:

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

7.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

7.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

7.4 The owner of the lot benefited may maintain on the servient tenement garbage receptacles. All such receptacles are to be kept in a condition so as to minimise any offensive odour.

7.5 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

8. Terms of easement for personal access variable width eighthly referred to in the abovementioned plan:

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

8.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

8.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

8.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

9. Terms of easement for vehicular access variable width ninthly referred to in the abovementioned plan:

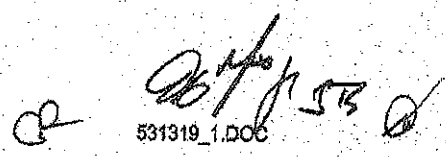
9.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "I".

9.2 The owners, occupiers and invitees of the owners and occupiers of the lot benefited may park vehicles in designated carparking spaces within the servient tenement.

9.3 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

9.4 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

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9.5 For the purposes of this easement:

- (a) "Strata Management Statement" means the strata management statement registered with the Plan.

10. Terms of easement for vehicular access variable width tenthly referred to in the abovementioned plan:

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

10.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

10.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

10.4 For the purposes of this easement:

- (a) "Strata Management Statement" means the strata management statement registered with the Plan.

11. Terms of easement for vehicular access variable width eleventhly referred to in the abovementioned plan:

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

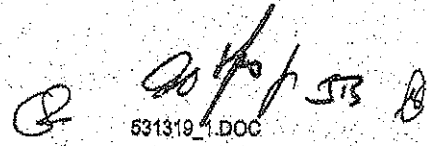
11.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

11.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

11.4 For the purposes of this easement:

- (a) "Strata Management Statement" means the strata management statement registered with the Plan.

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12. Terms of easement for vehicular access variable width twelfthly referred to in the abovementioned plan:

- 12.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "M".
- 12.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.
- 12.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.
- 12.4 For the purposes of this easement:
  - (a) "Strata Management Statement" means the strata management statement registered with the Plan.

13. Terms of easement for personal access variable width thirteenthly referred to in the abovementioned plan:

- 13.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "N".
- 13.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.
- 13.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.
- 13.4 For the purposes of this easement:
  - (a) "Strata Management Statement" means the strata management statement registered with the Plan.

14. Terms of restriction on use fourteenthly referred to in the abovementioned plan:

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



Name of Person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly and thirteenthly referred to:

South Kingscliff Developments Pty Ltd ACN 098 968 266

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

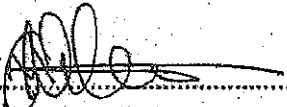
Tweed Shire Council

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

Tweed Shire Council

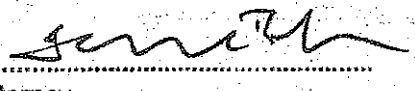
SP76024

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

  
.....  
Witness

MATTHEW CRAIG WILLIAMS  
.....  
Print Name

3A-36 GLENFERRIE DR ROSINA QLD, 4226  
.....  
Witness Address

  
.....  
Attorney

JAMIE TREVOR BOLIC  
.....  
Print Name

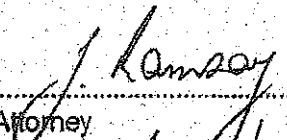
Executed by Capital Finance Australia )  
Limited ACN 069 663 136 by its duly )  
appointed attorneys )


GREGORY DAVID RAMSAY )


and ANDREW FRANCIS OAKES )  
under Power of Attorney Number )

BOOK 4288 No 968 )

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

  
.....  
Attorney

  
.....  
Attorney

  
.....  
Witness

DATED PRELIMINARY EDITION CODE 94439  
.....  
Print Name

LEVEL 19, 127 URCELL ST, BRISBANE  
4000  
.....  
Address

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

Yvonne Sartzetakis

Carmel Rose

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

ASSISTANT MANAGER

*[Handwritten Signature]*

Signature of Attorney  
Assistant Manager  
Signature of Attorney

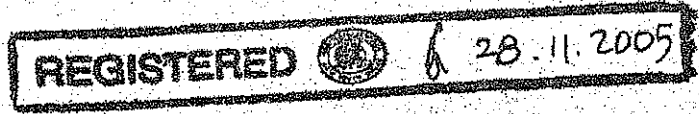
*[Handwritten Signature]*

Signature of Witness  
Christopher Ringland  
Full name of Witness

*[Handwritten Signature]*

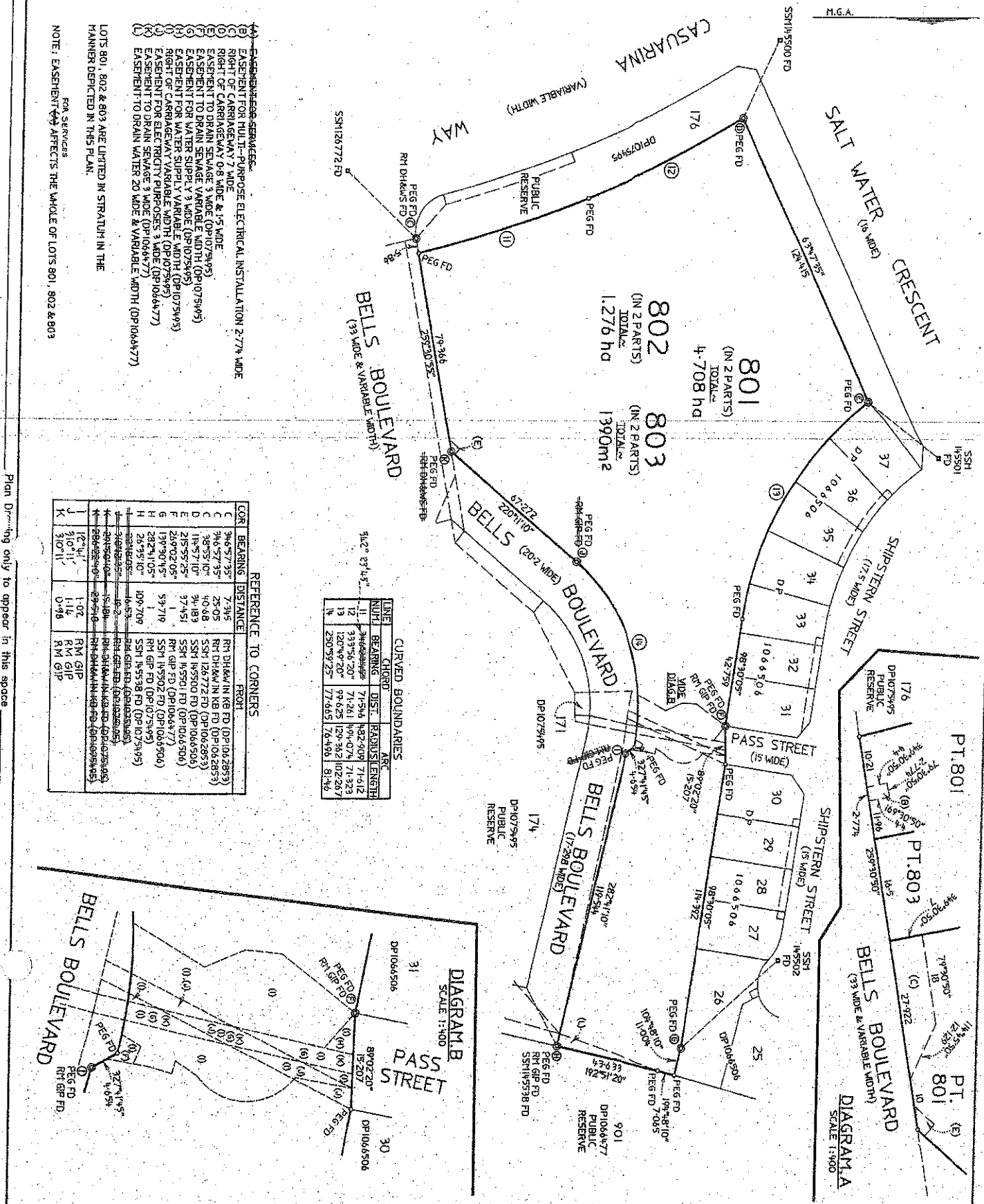
General Manager/Authorised Person  
Tweed Shire Council

SP76024





WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



CURVED BOUNDARIES

LINE	CHORD	ARC
11	346.57	142° 37' 45"
12	339.56	120° 49' 20"
13	120.49	20° 42' 20"
14	250.59	72° 59' 25"

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	346.57	142° 37' 45"	RM DHEM IN KEG FD (DP10642833)
D	339.56	120° 49' 20"	RM DHEM IN KEG FD (DP10642833)
E	120.49	20° 42' 20"	SSM 1264772 FD (DP10642833)
F	215.95	25° 25' 11"	SSM 165501 FD (DP10642833)
G	249.02	05° 59' 25"	SSM 165501 FD (DP10642833)
H	139.70	10° 55' 11"	SSM 165502 FD (DP10642833)
I	282.41	05° 59' 25"	SSM 165502 FD (DP10642833)
J	26.99	10° 55' 11"	SSM 165502 FD (DP10642833)
K	310.11	10° 55' 11"	SSM 165502 FD (DP10642833)

- (A) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774 WIDE
- (B) EASEMENT FOR CARRIAGEWAY 7 WIDE
- (C) RIGHT OF CARRIAGEWAY 0.8 WIDE & 1.5 WIDE
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (F) EASEMENT FOR WATER SUPPLY 3 WIDE (DP1075495)
- (G) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
- (H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1064477)
- (I) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1064477)
- (J) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE WIDTH (DP1064477)
- (K) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH (DP1064477)

NOTE: EASEMENT AFFECTS THE WHOLE OF LOTS 801, 802 & 803 FOR SERVICES MANNER DERIVED IN THIS PLAN.

DP1090130 (E)

Registered 28.11.2005

This is sheet 2 of my plan 5 sheets dated 6/10/2005

Surveyor registered under Surveying Act, 2002

This is sheet 2 of the plan of the site of SC513052

Authorised Person / Assessor / Practitioner / Registrar

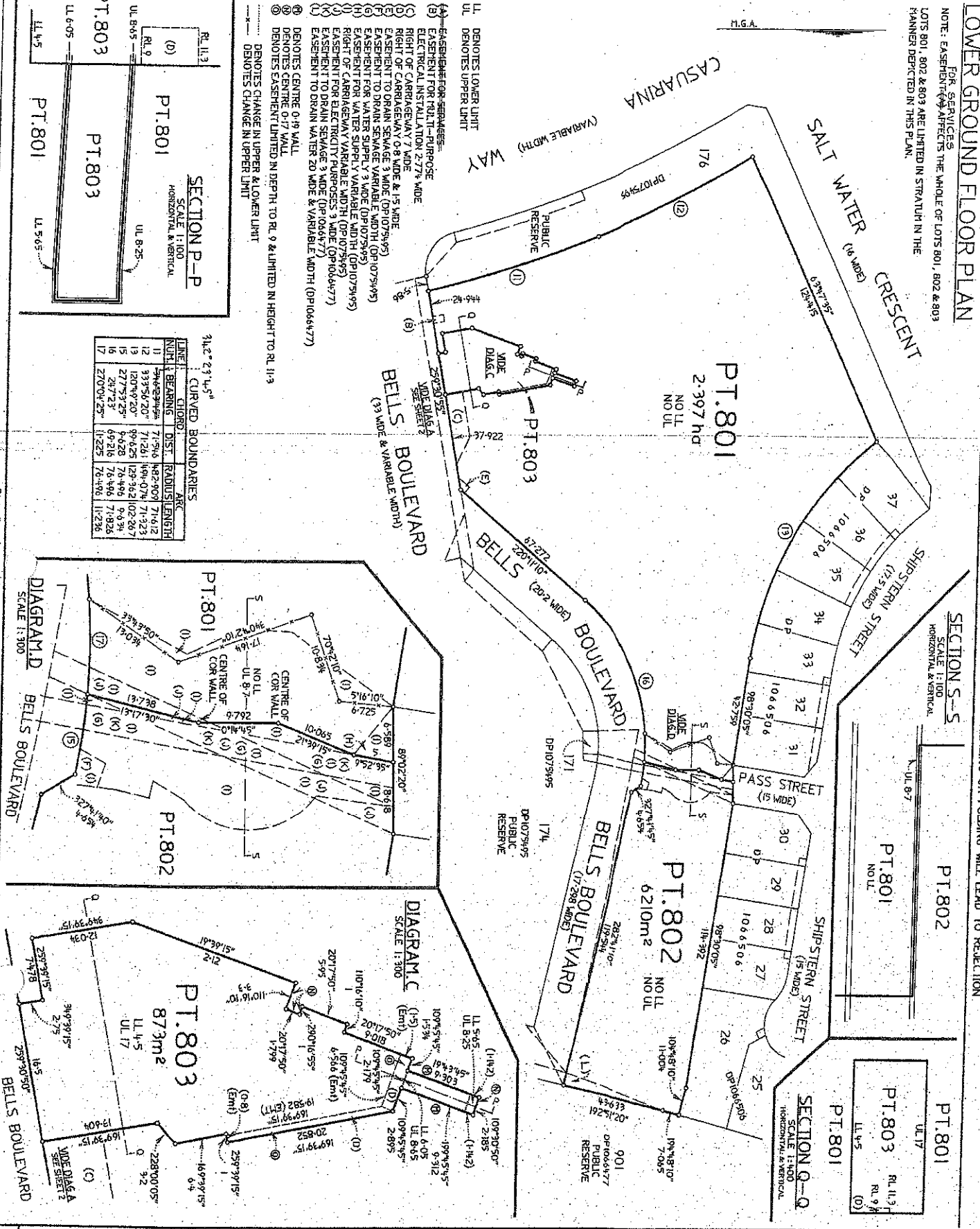
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio: 1:1000

# LOWER GROUND FLOOR PLAN

FOR SERVICES  
NOTE: EASEMENT (E) AFFECTS THE WHOLE OF LOTS 801, 802 & 803  
LOTS 801, 802 & 803 ARE LIMITED IN STRAIGHTNESS IN THE  
MANNER DEPICTED IN THIS PLAN.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



## SECTION S-S

SCALE 1:100  
HORIZONTAL & VERTICAL

## SECTION Q-Q

SCALE 1:100  
HORIZONTAL & VERTICAL

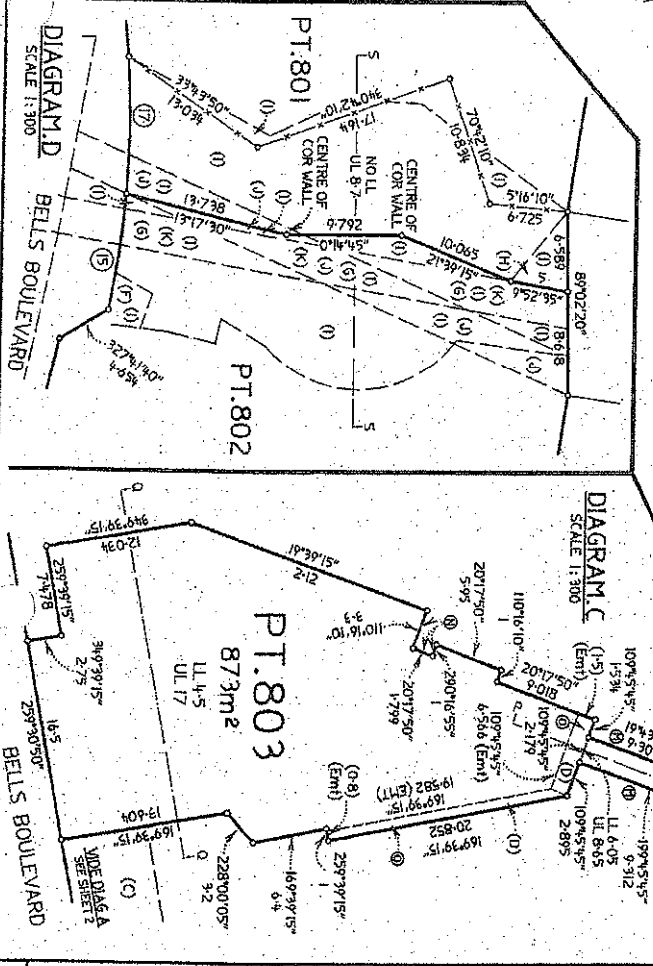
## SECTION P-P

SCALE 1:100  
HORIZONTAL & VERTICAL

31.2° 23' 42.5"

CURVED BOUNDARIES

LINE	CHORD	DIST	RADIUS	LENGTH	ARC
11	7.596	882.909	71.412	11.236	11.236
12	333.50	71.261	149.078	71.323	11.236
13	120.49	99.625	129.362	102.267	9.634
15	277.53	9.628	76.466	9.634	11.236
16	247.23	69.216	76.466	71.826	11.236
17	270.04	11.225	76.466	11.236	11.236



Registered DP1090130

This is sheet 3 of my plan in 4 sheets  
dated 6/10/2005

Surveyor registered under Surveyor's Act 2002

This is sheet 3 of the plan of 4 sheets  
covered by subdivision certificate No.  
of 2005/20062

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

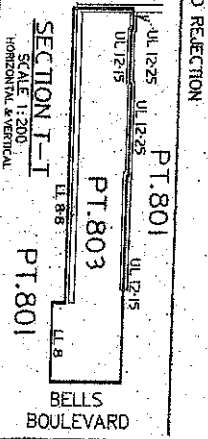
Authorised Person / Licensed Surveyor / Licensed Engineer  
For use, where space is insufficient in any  
panel on Plan Form 2

Reduction Ratio 1:1000  
SURVEYOR'S REGISTERED: DAN-29 - CHICKIST

- (1) RIGHT OF CARRIAGEWAY 0.8 WIDE & 1.5 MIDE
- (2) EASEMENT TO DRAIN SEWAGE 3 WIDE & 1.5 MIDE
- (3) EASEMENT FOR WATER SUPPLY 1.5 WIDE (DP1075495)
- (4) EASEMENT FOR WASTE WATER 1.5 WIDE (DP1075495)
- (5) EASEMENT FOR ELECTRICITY PIPES 0.85 WIDE (DP1075495)
- (6) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
- (7) EASEMENT TO DRAIN WATER 2 WIDE (DP1066477)
- (8) VARIABLE MOTH (DP1066477)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

**UPPER GROUND FLOOR PLAN**  
 LOTS 801, 802 & 803 ARE LIMITED IN STRATHUI  
 IN THE MANNER DEPICTED IN THIS PLAN.  
 (C) DENOTES CENTRE 0.19 WALL  
 (D) DENOTES CENTRE 0.08 WALL



**PT.801**  
 2-311 ha  
 NO LL  
 NO UL

**PT.802**  
 654 7m<sup>2</sup>  
 NO LL  
 NO UL

31/2° 23' 45"

**CURVED BOUNDARIES**

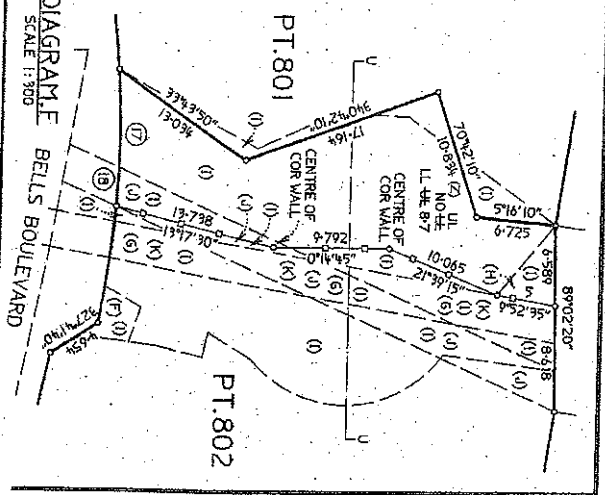
LINE	BEARING	DIST.	RADIUS	ARC LENGTH
11	346° 58' 30"	71.56	182.909	21.612
12	53° 35' 20"	71.261	184.074	71.323
13	120° 04' 25"	99.425	129.342	102.287
14	27° 34' 55"	20.805	76.496	11.286
15	24° 10' 20"	57.019	76.496	60.95

NOTE: EASEMENT FOR SERVICES AFFECTS THE WHOLE OF LOT'S 801, 802 & 803

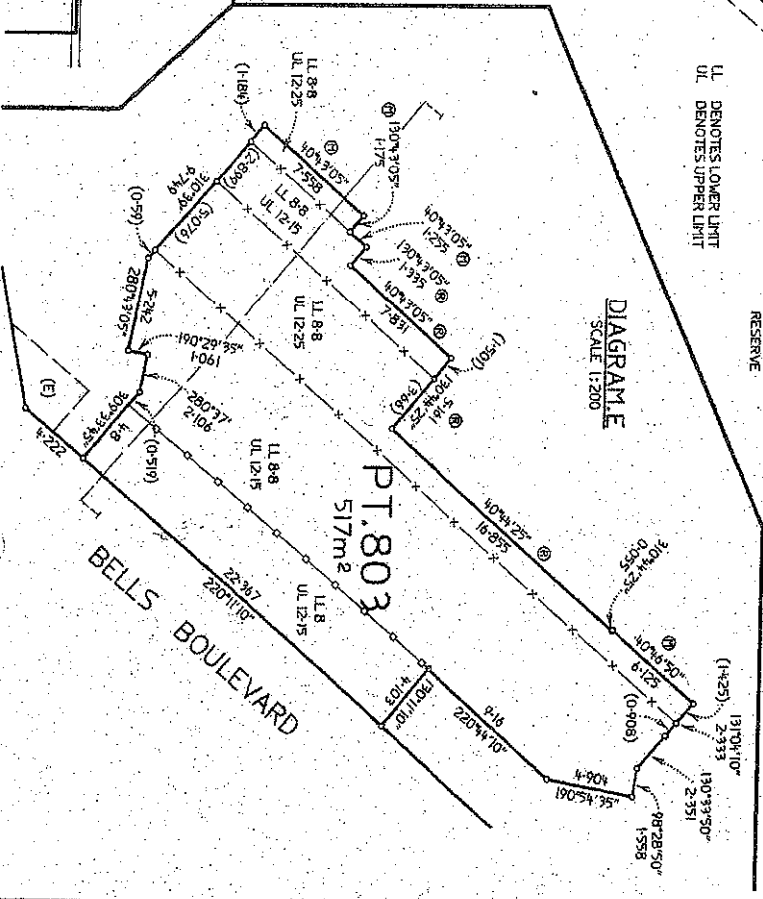
**SECTION U-U**  
 SCALE 1:100  
 HORIZONTAL & VERTICAL

**PT.802**  
 NO LL

**PT.801**



**DIAGRAM**  
 SCALE 1:200



**DIAGRAM**  
 SCALE 1:300

DP1090130 (E)

This is sheet 4 of my plan in 4 sheets dated 6/10/2005

Surveyor registered under Surveying Act, 2002  
 This is sheet 4 of the plan of 4 sheets of SC010 subdivision certificate No. of SC05/0062

Authorised Person / Licensed Professional / Registered Surveyor  
 For use where space is insufficient in any part on Plan Form 2

Reduction Ratio 1:1000

Surveyor's Reference: 815-24 SCHERKOWSKI

Plan: DP1090130

Subdivision covered by Council's Certificate  
No 5005/0062 of 2005

Full name and address of  
owner of the land:

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

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663136  
of Level 10, 127 Creek Street, Brisbane, Qld, 4000

Perpetual Nominees Limited ACN 000 733 700 of  
C/- McLaughlin Financial Services, 5-9 Hicks Street,  
Southport, Qld, 4215

DP1090130

**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 bodies Prescribed Authority: Lot(s), or
1	Easement for services	801 802 803	802, 803 801, 803 801, 802
2	Easement for multi-purpose electrical installation 2.774 wide	801	Country Energy
3	Right of carriageway 7 wide	801	Tweed Shire Council
4	Right of carriageway 0.8 wide and 1.5 wide	803	801 802

**Part 2 (Terms)**

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

*[Handwritten signatures and initials]*

1.3 For the purposes of this easement:

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

2. Terms of easement for multi-purpose electrical installation 2.774 wide secondly referred to in the abovementioned plan:

Terms set out in part C referred to in registered memorandum AA26009J.

3. Terms of right of carriageway 0.8 wide and 1.5 wide fourthly referred to in the abovementioned plan:

3.1 A right of carriageway upon the terms contained in Schedule 8 of the Conveyancing Act 1918 is created.

3.2 The apportionment of the costs of maintenance and repair of the easement area and the regulation of the use of the easement area will be in accordance with the strata management statement registered in respect of the strata scheme or schemes registered over one or all of the burdened and benefited lots.

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

South Kingscliff Developments Pty Ltd ACN 098 968 266

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

Tweed Shire Council

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

.....  
Witness

.....  
Attorney

MATHEW CRAIG WILLIAMS  
.....  
Print Name

JAMIE TREVOR BOLIC  
.....  
Print Name

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

f SS  
a QV



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

Gregory David Ramsay

and Andrew Francis Oakes  
under Power of Attorney Number

Book 4288 No 968

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

G. Ramsay  
Attorney

A. Oakes  
Attorney

[Signature]  
Witness

DAVID FRANKLIN GIBSON COEC 94439  
Print Name

DP1090130

LVL 10, 129 CREEK ST, BRISBANE Q 4000  
Address

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

Yvonne Sartzetakis

Carmel Rose

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

[Signature] ASSISTANT MANAGER  
Signature of Attorney  
Assistant Manager

[Signature]  
Signature of Attorney

[Signature]  
Signature of Witness  
Christopher Ringland  
Full name of Witness

[Signature]  
General Manager/Authorised Person  
Tweed Shire Council

REGISTERED  28.11.2005

[Handwritten initials]

Approved Form 28

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Management Statement

SP76024

MANAGEMENT STATEMENT

TERMS AND CONDITIONS NOT  
CHECKED IN LPI

REGISTERED  1.28.11.2005

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## PART 1

# The Complex and the strata management statement

### 1. About The Complex

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

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

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

### 2. Who must comply with this management statement?

- 2.1 This management statement has affect as an agreement under seal.
- 2.2 The following persons must comply with this management statement:
- (a) the Beachfront Apartments Owners Corporation;
  - (b) the Beachside Apartments Owners Corporation
  - (c) the Retail Owner;
  - (d) an Owner of a Strata Lot in the Beachfront Apartments or the Beachside Apartments or the Retail;
  - (e) an Occupier of a Strata Lot in the Beachfront Apartments or the Beachside Apartments or the Retail.
- 2.3 The by-laws for Members that are Owners Corporation have obligations with which the Owners Corporations and Owners and Occupiers of Strata Lots must comply (in addition to this management statement).

### 3. The management structure of the Complex

- 3.1 The members are:
- (a) the Beachfront Apartments Owners Corporation;
  - (b) the Beachside Apartments Owner's Corporation;
  - (c) the Retail Owner.

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

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

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

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

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

## 6. Office Bearers of the Committee

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

6.2 An office bearer must be:

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

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

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

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

6.6 The Committee:

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

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6.7 An office bearer vacates their position as an officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a new office bearer to fill their position; or
- (d) the office bearer resigns in writing from their position. The office bearer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.

6.8 The functions of the secretary are to:

- (a) convene meetings of the Committee;
- (b) prepare notices and agendas for meetings of the Committee;
- (c) prepare and distribute minutes of meetings of the Committee;
- (d) give notices for the Committee;
- (e) answer communications sent to the Committee;
- (f) perform administrative and secretarial functions for the Committee; and
- (g) keep records (other than records which the treasurer must keep) for the Committee according to this management statement and the Act.

6.9 The functions of the treasurer are to:

- (a) send notices of sinking fund and administrative fund contributions to Members;
- (b) collect contributions from Members;
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (d) keep accounting records for the Committee according to this management statement; and
- (e) prepare financial statements and budgets according to this management statement.

6.10 The function of the chairperson is to preside at each meeting of the Committee at which the chairperson is present. If the chairperson does not attend a meeting, the Committee may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

## 7. Appointing a Strata Manager

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



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- 7.2 The Committee may:
- (a) appoint a Strata Manager to assist it to perform its duties under this management statement; and
  - (b) subject to clause 7.4, delegate its functions and the functions of its officers to the Strata Manager.
- 7.3 The Strata Manager must have the licences required by law to be a strata managing agent.
- 7.4 The Committee may not delegate these functions to the Strata Manager:
- (a) functions which the Committee may delegate only by Unanimous Resolution;
  - (b) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee; and
  - (c) the function to determine and levy contributions on Members.
- 7.5 The agreement must reserve the power for the Committee and its officers to continue to exercise functions delegated to the Strata Manager under the agreement.
- 7.6 Appointment of the Strata Manager by the Committee must be an agreement in writing which sets out:
- (a) the Strata Manager's remuneration;
  - (b) all other costs and disbursements the Committee shall be required to pay or reimburse to the Strata Manager;
  - (c) those functions which the Committee delegates to the Strata Manager;
  - (d) other conditions of the Strata Manager's appointment; and
  - (e) any other relevant matters.

## 8. Appointing a Caretaker

- 8.1 The Committee has the power to appoint and enter into an agreement with the Caretaker to provide management and operational services for the Complex.
- 8.2 The Caretaker may:
- (a) provide services for the Committee which must be paid for jointly by the Members (in shares determined by the Committee); and
  - (b) provide services for individual Members which must be paid for (or reimbursed to the Committee) by those Members.

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8.3 Appointment of the Caretaker by the Committee must be an agreement in writing which sets out:

- (a) the rights of the Committee and the Caretaker to terminate the Agreement prior to the end of its term;
- (b) the entitlement of the Caretaker to assign the agreement to another person;
- (c) the Caretaker's remuneration;
- (d) the duties the Caretaker is required to perform;
- (e) the expenses for which the Caretaker shall be entitled to be reimbursed;
- (f) other conditions of the Caretaker's appointment; and
- (g) any other relevant matter.

8.4 The remuneration payable to the Caretaker pursuant to the agreement will be the amount which the Committee determines is appropriate having regard to the duties which the Caretaker is required to perform pursuant to the agreement.

8.5 The duties of the Caretaker may include:

- (a) caretaking, supervising and servicing Shared Facilities;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
- (c) providing services to the Committee, Members, Owners and Occupiers;
- (d) supervising employees and contractors of the Committee and Members;
- (e) supervising Shared Facilities and the Complex generally; and
- (f) doing anything else that the Committee agrees is necessary for the operation and management of Shared Facilities and the Complex.

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

9.1 In an emergency, the Committee may do anything in the Complex that:

- (a) a Member, an Owner or an Occupier should have done under this management statement; and
- (b) the Member, Owner or Occupier has not done or, in the opinion of the Committee, has not done properly.

9.2 To exercise its rights under this clause, the Committee may:

- (a) enter the affected part of the Complex and stay there for as long as necessary; and
- (b) do what is required to remedy the emergency.

*[Handwritten signatures and initials]*

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

## 10. Insurance requirements for the Committee

### 10.1. The Committee must:

- (a) insure the Complex under a damage policy according to the Act;
- (b) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973 (Cth)* (or another type of insurer approved by the Act);
- (c) effect machinery breakdown insurance for Shared Facilities plant and equipment; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

10.2 The Committee must have the Complex valued for insurance purposes in accordance with the Act.

10.3 The Committee must have the first valuation carried out within six months after this management statement is registered.

10.4 The Committee must insure the Complex for the sum determined by the valuation undertaken in accordance with clause 10.2 (or a higher sum if reasonably determined by the Committee).

10.5 The Committee may effect other types of insurance including, but not limited to:

- (a) office bearers liability insurance;
- (b) legal liability insurance for Shared Facilities (where appropriate);
- (c) workers' compensation insurance for its employees or contractors; and
- (d) other types of insurances which the Committee resolves to effect or are required to be taken out under the Act.

10.6 A Member, Owner or Occupier must have consent from the Committee to do anything that might:

- (a) void or prejudice insurances effected by the Committee; or

(b) Increase an Insurance premium paid by the Committee.

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

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

## 11. Keeping books and records

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

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

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

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

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

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

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

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- (a) the failure of a Member to pay administrative fund or sinking fund contributions;
- (b) the failure of a Member to comply with its obligations under the Act or this management statement; and
- (c) the failure of an Owner or Occupier to comply with their obligations under the Act or this management statement.

12.2 Each Member appoints the Committee as its agent and attorney to enable the Committee (or a person appointed by the Committee) to take any action authorised by a resolution of the Committee made according to this management statement.

12.3 This clause does not prevent a member from taking legal proceedings in its own name.

12.4 The Committee (or a person appointed by the Committee) may recover from the defaulting Member or Owner the costs (including legal costs on a solicitor and own client basis) of taking legal proceedings against a Member or Owner under this clause 12 as a liquidated debt.

### 13. Rules

13.1 The Committee has the power to make rules about the security, control, management, operation, use and enjoyment of the Complex and, in particular, Shared Facilities.

13.2 The Committee may add to or change the rules at any time.

13.3 Members, Owners and Occupiers must comply with the rules.

13.4 If a rule is inconsistent with the management statement or the requirements of a Government Agency, the management statement or requirements of the Government Agency prevail to the extent of the inconsistency.

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### PART 3

## Rights and Obligations of Members, Owners and Occupiers

### 14. What are the obligations of Members?

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

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

14.2 Each Member:

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

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

### 15. Additional obligations for Members that are Owners Corporations

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

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

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

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

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

## 16. What are the obligations of Owners and Occupiers

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

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

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

16.3 comply with decisions of the Committee;

16.4 implement decisions of the Committee;

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

16.6 comply with any Architectural Code; and

16.7 comply with Easements.

## 17. Access rights

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

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

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

(a) Shared Facilities;

(b) service lines; and

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

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

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

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

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

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

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

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

## 18. Details about Representatives

The Members must give each other:

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

## 19. Things done by a Representative

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



## Part 4 Meeting procedures and resolutions

### 20. Decisions of the Committee

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

20.1 at a properly convened meeting of the Committee or in writing; and

20.2 by Unanimous Resolution of all Members.

### 21. Meetings of the Committee

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

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

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

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

### 22. Notices for Meetings

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

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

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

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

### 23. Decisions made in writing

The Committee may vote on motions in writing if:

23.1 the secretary of the Committee has served the notice of the meeting according to clause 22;

23.2 the secretary of the Committee has given each Member a voting paper with the notice of the meeting; and

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

## 24. Minutes of meetings

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

## 25. Quorum Requirements

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

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

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

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

## 26. Voting rights of Members

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

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

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

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

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

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

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

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

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## 27. Issues Concerning Shared Facilities

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

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

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## Part 5 Financial management

### 28. What funds may the Committee establish?

28.1 The Committee may establish:

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

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

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

### 29. Preparing budgets

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

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

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

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

### 30. Determining contributions

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

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

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

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30.3 The Committee must levy Members:

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

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

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

31. Preparing financial statements

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

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

32. Paying contributions

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

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

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

33. Banking money and interest on accounts

33.1 The Committee must:

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

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

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

#### 34. Late payments and discount

34.1 A Member, an Owner and an Occupier must:

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

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

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

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

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## Part 6 Shared Facilities

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### 35. What are Shared Facilities?

35.1 Shared Facilities are:

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

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

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

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

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

35.5 Unless noted otherwise:

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

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

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35.7 In addition to the costs in schedule 1, costs relating to Shared Facilities include costs for:

- (a) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (c) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by Government Agencies; and
- (e) the certification of Shared Facilities for the purposes of the law.

35.8 If there is a dispute about a Member's proportion of the costs for Shared Facilities, the Member must pay according to schedule 1 until the dispute is resolved. After the Members resolve the dispute, the Member or the Committee must pay any adjustments.

35.9 Generally, the Committee must operate, maintain, repair and replace Shared Facilities. In some instances, however, a Member must operate, maintain, repair and replace particular Shared Facilities. This management statement clearly identifies when a Member is responsible for a Shared Facility.

35.10 Unless this management statement specifies which Members and other persons are entitled to use and enjoy Shared Facilities or any restrictions on using Shared Facilities, each Member, Owner and Occupier is entitled to use and enjoy each Shared Facility according to this management statement.

35.11 In relation to any Shared Facility that requires a co-ordinated response to comply with statutory requirements (eg reporting on compliance with fire safety laws) the Committee will co-ordinate the response and reporting requirements so that the Complex complies with all applicable laws and requirements.

### 36. Changing and adding to Shared Facilities

36.1 The Committee may by Unanimous Resolution of all Members:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change Shared Facilities;
- (d) change the use of Shared Facilities;
- (e) modify or replace Shared Facilities; or
- (f) extend Shared Facilities.

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



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### 37. Changing the costs for Shared Facilities

37.1 The Committee may by Unanimous Resolution of all Members, change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 1 if:

- (a) the Committee resolves to deal with Shared Facilities under clause 36;
- (b) it more fairly divides costs for Shared Facilities;
- (c) the Complex changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs of Shared Facilities.

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

### 38. Using approved contractors

38.1 Many of the Shared Facilities in the Complex are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities.

38.2 The Committee must:

- (a) appoint and make sure that contractors approved by it are always available to maintain Shared Facilities and do structural building works; and
- (b) give each Member a list of current approved contractors.

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

### 39. Damage to Shared Facilities

A Member, an Owner and an Occupier must:

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

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#### 40. Security at the Complex

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

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## Part 7 Miscellaneous

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### 41. How to resolve disputes

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

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41.7 If the parties cannot agree on the mediator within seven days after a party gives a mediation notice, a party may ask the President of the Law Society of New South Wales to appoint a mediator having regard to the nature of the dispute.

41.8 The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:

- (a) the mediation procedures they will adopt; and
- (b) the timetable for the mediation procedures.

41.9 If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:

- (a) refer the dispute to an independent expert for determination; and
- (b) appoint an expert to determine the dispute.

41.10 If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the President of the Law Society of New South Wales to appoint an appropriate expert having regard to the nature of the dispute.

41.11 The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

41.12 The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the dispute and give written reasons for the decision within one month of being appointed.

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

41.14 The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

## 42. Serving and receiving notices

42.1 A notice or communication given under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by pre-paid ordinary post to the current address of the addressee; or
- (d) sent to the current facsimile number of the addressee.

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

42.3 A notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).

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

42.5 A facsimile is received:

- (a) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
- (b) if the facsimile is sent after 5.00 pm, on the next business day; or
- (c) if the facsimile is sent on a day which is not a business day, on the next business day.

42.6 Notices and other documents must be served on the Committee in accordance with clause 42.1. If the Committee appoints a Strata Manager under clause 7, the address and facsimile number of the Strata Manager shall be the address and facsimile number of the Committee, unless otherwise advised by the Committee. If the Committee has not appointed a Strata Manager then the Committee's address and facsimile number shall be as advised by the Committee from time to time.

## 43. Amendments to this Strata Management Statement

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

## 44. Fire-Rated Walls, Floors and Ceilings

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

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

44.3 If the Committee gives its consent to any penetration of a fire-rated wall, floors or ceiling in accordance with this clause, any work must be carried out in accordance with any conditions of the Committee and all relevant laws, codes, by-laws and statutory requirements.

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## Part 8 Interpretation

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### 45. Meaning of words

In this management statement unless the contrary intention appears:

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

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

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

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

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

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

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

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

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

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

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

**Common Property** is:

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

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

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

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

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

**Lot** is a Strata Lot and a Stratum Lot.

**Members are:**

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

**Occupier is:**

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

**Owner is:**

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

**Owners Corporation** is an owners corporation constituted under the Act.

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

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

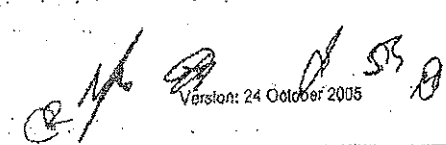
**Retail** is the Strata Scheme created on subdivision by strata plan of Lot 803 on DP 1090130.

**Retail Owner** is the owner of the Retail.

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

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

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

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

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

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

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

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

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

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

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## 46. Interpretation

46.1 In this management statement a reference to:

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

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

46.3 The singular includes the plural and vice versa.

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

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



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

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**SCHEDULE 1**

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

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

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

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

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

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

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No.	Shared Facility	Description	Location	Permitted Users	Beachfront Apartments	Beachside Apartments	Retail
13	Column 2 Driveway, Port Cochere	Column 3 Entry driveway, port cochere and underground driveway located on the common property of the Beachside Apartments	Column 4 The area marked (M) on the plan shown in Annexure "B".	Column 5 Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation, Retail Owner	Column 6 25%	Column 7 50%	Column 8 25%
14	Access Ways	Pathway located on the common property of the Beachside Apartments	The area marked (N) on the plan shown in Annexure "B".	Beachfront Apartments Owners Corporation, Beachside Apartments Owners Corporation	25%	75%	Nil
15	Strata Manager	Functions in accordance with clause 7 of this management statement.	No applicable	Retail Owner, Beachfront Apartments Owners Corporation and Beachside Apartments Owners Corporation.	20%	75%	5%

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

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

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**EXECUTION PAGE**

**SP76024**

Signed by SOUTH KINGSCLIFF )  
DEVELOPMENTS PTY LTD ACN 098 )  
988 266 by its duly appointed Attorney )  
JAMIE TREVOR BOLIC under )  
Registered Power of Attorney Book )  
4430 No 878 who certifies that he has )  
received no notice of revocation of )  
such Power of Attorney:

  
.....  
Attorney


  
.....  
Witness

MATTHEW CRAIG WILLIAMS  
.....  
Witness - Print Name


3A-36 GLENFERGIE DR, ROBINA QLD 4726  
Witness - Address:

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

  
.....  
Attorney

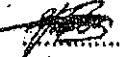
  
.....  
Attorney

and ANDREW FRANCIS CHAMBERS )  
under Power of Attorney Number )

  
.....  
Attorney

Book 1288 No 968

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

  
.....  
Witness


DAVID FRANKLIN GIBSON LOYL 94439  
.....  
Print Name

LVL 19, 127 ORCH ST, ROBINSON QLD 4007  
.....  
Address

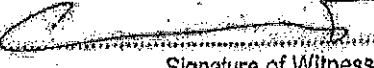
SIGNED in my presence for and on behalf )  
of Perpetual Nominees Limited ACN 000 )  
733 700 as custodian for MFS Investment )  
Management Limited ACN 101 634 146 )  
by its Attorneys

  
..... ASSISTANT MANAGER  
Signature of Attorney

..... Yvonne Sartzetakis )  
..... Carmel Rose )

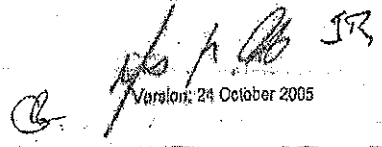
  
..... Assistant Manager  
Signature of Attorney

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

  
.....  
Signature of Witness  
Christopher Ringland  
.....  
Full name of Witness

TERMS AND CONDITIONS NOT  
CHECKED IN LPI



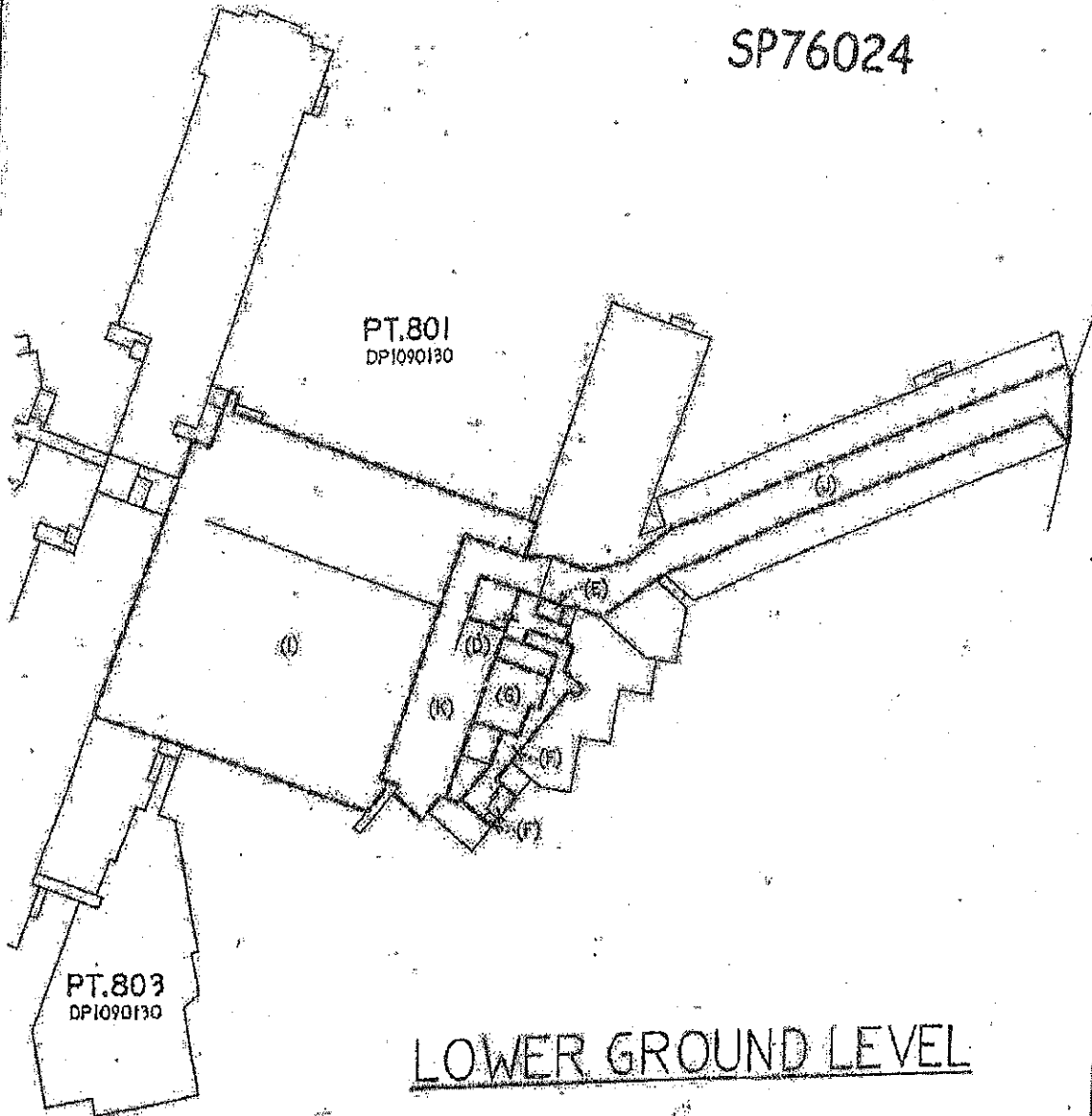
  
Version: 24 October 2005

**ANNEXURE "A"**  
**Shared Facilities Plan**

**SP76024**

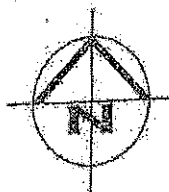
# SHARED SERVICES PLAN OF LOTS 801, 802 & 803 IN DP1090130

SP76024



**MICHEL**  
GROUP SERVICES

LAND, ENGINEERING & GPS SURVEYING  
HYDROGRAPHIC SURVEYING  
TOWN PLANNING SERVICES



Scale 1:1000

Date: 25th October 2005

Plan No: 8145-52A

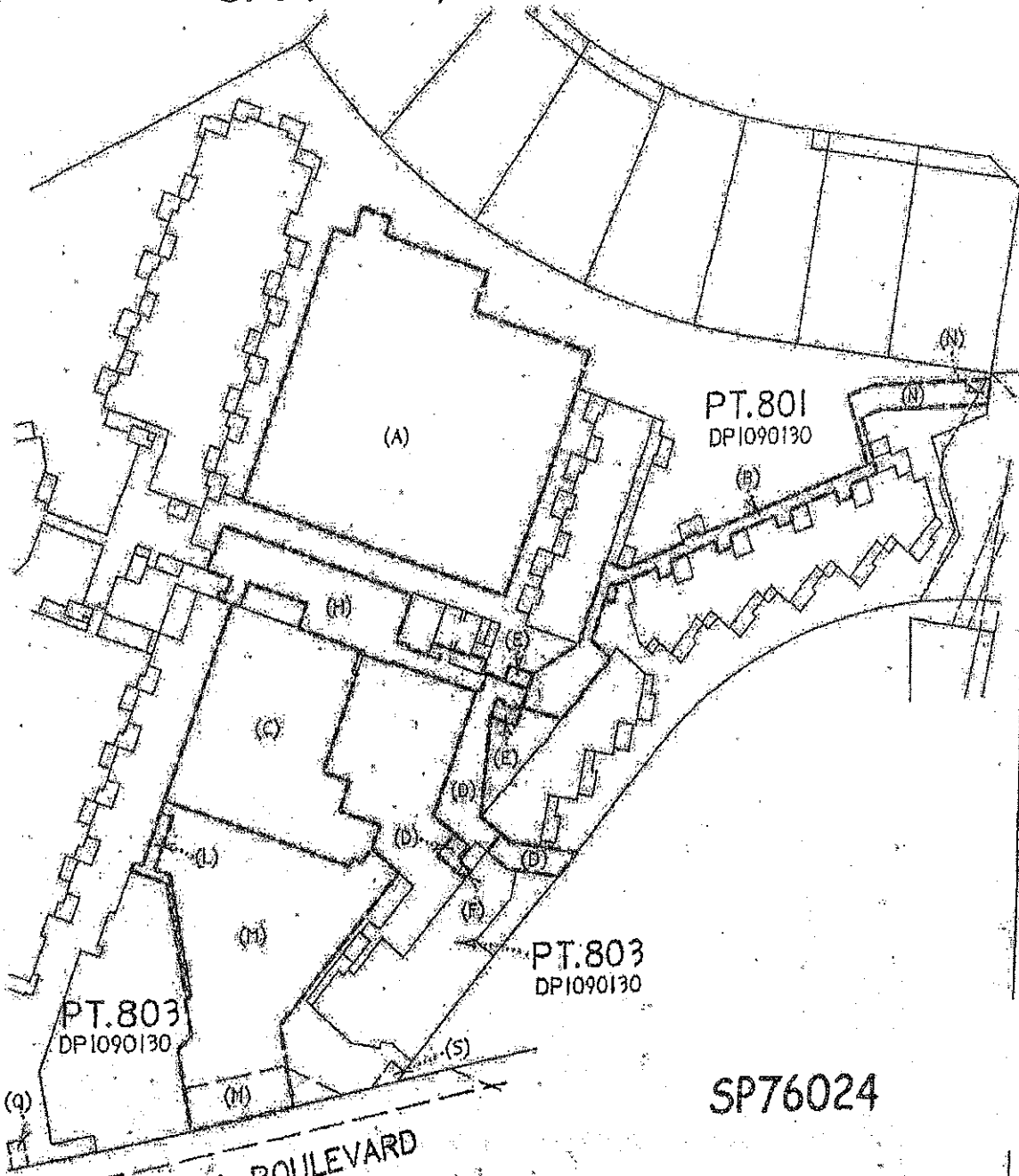
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ANNEXURE "B"  
Shared Facilities Plan

SP76024

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



SP76024

BELLS BOULEVARD

UPPER GROUND LEVEL



**MICHEL**  
GROUP SERVICES

LAND, ENGINEERING & GPS SURVEYING  
HYDROGRAPHIC SURVEYING  
TOWN PLANNING SERVICES



REGISTERED



28.11.2005

Scale 1:1000

Date: 25th October 2005

Plan No: 8145-53B

*E. J. J. J.*

STRATA PLAN FORM 1  
STRATA CERTIFICATE

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION.

STRATA CERTIFICATE

SUPERVISOR'S CERTIFICATE

SECRETARY'S CERTIFICATE

AGGREGATE

THIS IS SHEET 1 OF 11 PLANS IN 11 SHEETS.

Complete or delete if appropriate.

SCHEDULE OF UNIT ENTITLEMENT

LOT	U/E	LOT	U/E
1	138	22	108
2	110	23	108
3	119	24	108
4	163	25	102
5	90	26	96
6	99	27	102
7	97	28	95
8	96	29	196
9	95	30	165
10	93	31	165
11	91	32	218
12	90	33	102
13	97	34	117
14	154	35	110
15	126	36	108
16	126	37	115
17	126	38	110
18	171	39	104
19	96	40	102
20	111	41	107
21	104	42	8
22	102		

AGGREGATE 1780

SUPERVISOR'S CERTIFICATE: 8195-07B, Checklist

MPP PERMANENT

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION.

PLAN OF SUBDIVISION OF LOT 802 IN DP1090130

LSA: TWEED  
Suburb/Locality: KINGSCLIFF

Porton: CUDDEN  
County: ROUS

THE OWNERS:  
STRATA PLAN NO: 16023  
C/- STEWART SILVER KING & BURNS PTY. LTD.  
PO BOX 1606  
KINGSCLIFF N.S.W. 2487

SP76023

Registered 6 28. 11. 2005

Purpose: STRATA PLAN  
Ref Map: XG467 - 44#  
Last Plan: DP1090130

FOR LOCATION PLAN SEE SHEETS 2 & 3

34-36 Clarendon St  
Lebina Old 4226

ASSISTANT MANAGER

Signed in my presence for and on behalf of the Applicant:

Christophers Pauland

Assistant Manager

IT IS INTENDED TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: THE USE OF LAND IN STRATA MANAGEMENT STATEMENT OF THIS SHEETS

Signed in my presence for and on behalf of the Applicant:

Christophers Pauland

Assistant Manager

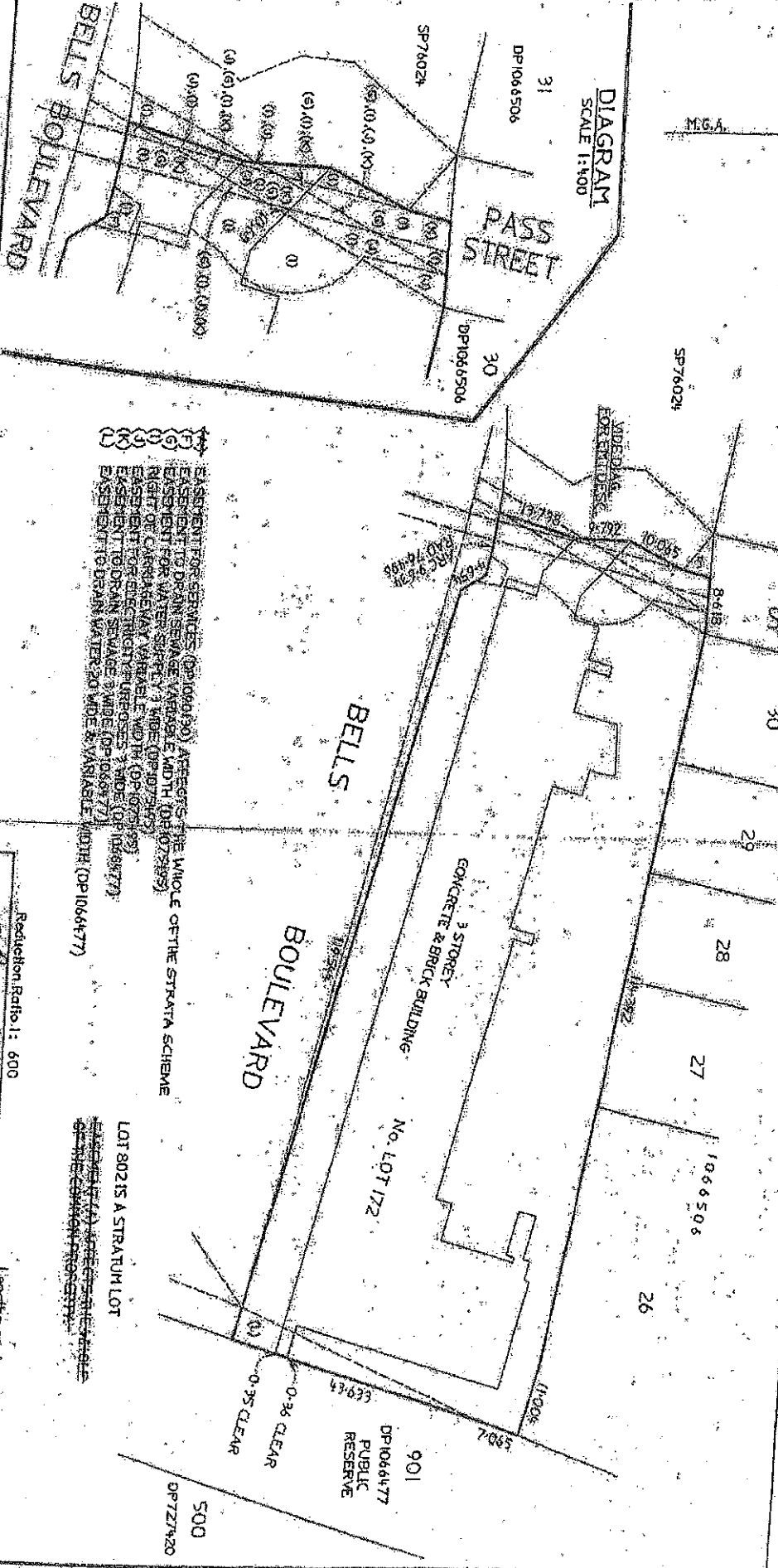
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOWER GROUND FLOOR LOCATION PLAN

Sheet No. 2 of 4 Sheets

SP76023



EASEMENT FOR SERVICES (DP 1066477) APPLICABLE TO THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR DRAIN SEWERAGE (VARIABLE WIDTH) (DP 1066477)  
 EASEMENT FOR WATER SUPPLY (VARIABLE WIDTH) (DP 1066477)  
 EASEMENT FOR GAS SUPPLY (VARIABLE WIDTH) (DP 1066477)  
 EASEMENT FOR DIRECTING CABLES (VARIABLE WIDTH) (DP 1066477)  
 EASEMENT FOR DRAIN SEWERAGE (VARIABLE WIDTH) (DP 1066477)  
 EASEMENT TO DRAIN WATER 30 WIDE & VARIABLE WIDTH (DP 1066477)

Reduction Ratio: 1: 600

Lengths are in metres

Authorised Person / Registered Professional Engineer

SP76023

SP76023

LOT 802 IS A STRATUM LOT

901  
 DP1066477  
 PUBLIC  
 RESERVE

3 STOREY  
 CONCRETE & BRICK BUILDING

No. LOT 172

500

DP777920

Reduction Ratio: 1: 600

Lengths are in metres

Authorised Person / Registered Professional Engineer

SP76023

SP76023

LOT 802 IS A STRATUM LOT

901  
 DP1066477  
 PUBLIC  
 RESERVE

3 STOREY  
 CONCRETE & BRICK BUILDING

No. LOT 172

500

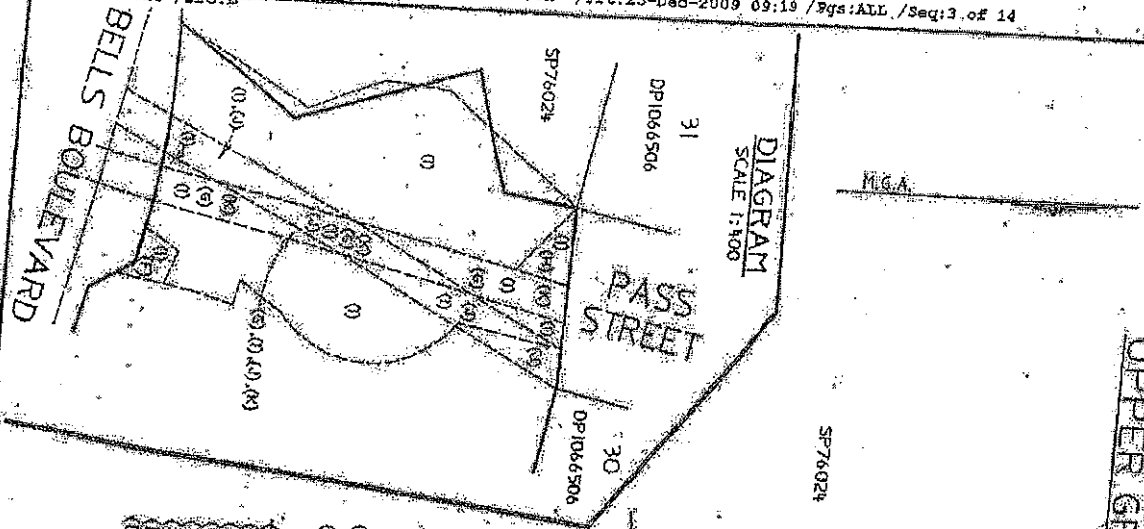
DP777920

STRATA PLAN FORM 2

UPPER GROUND, FIRST & SECOND FLOOR LOCATION PLAN

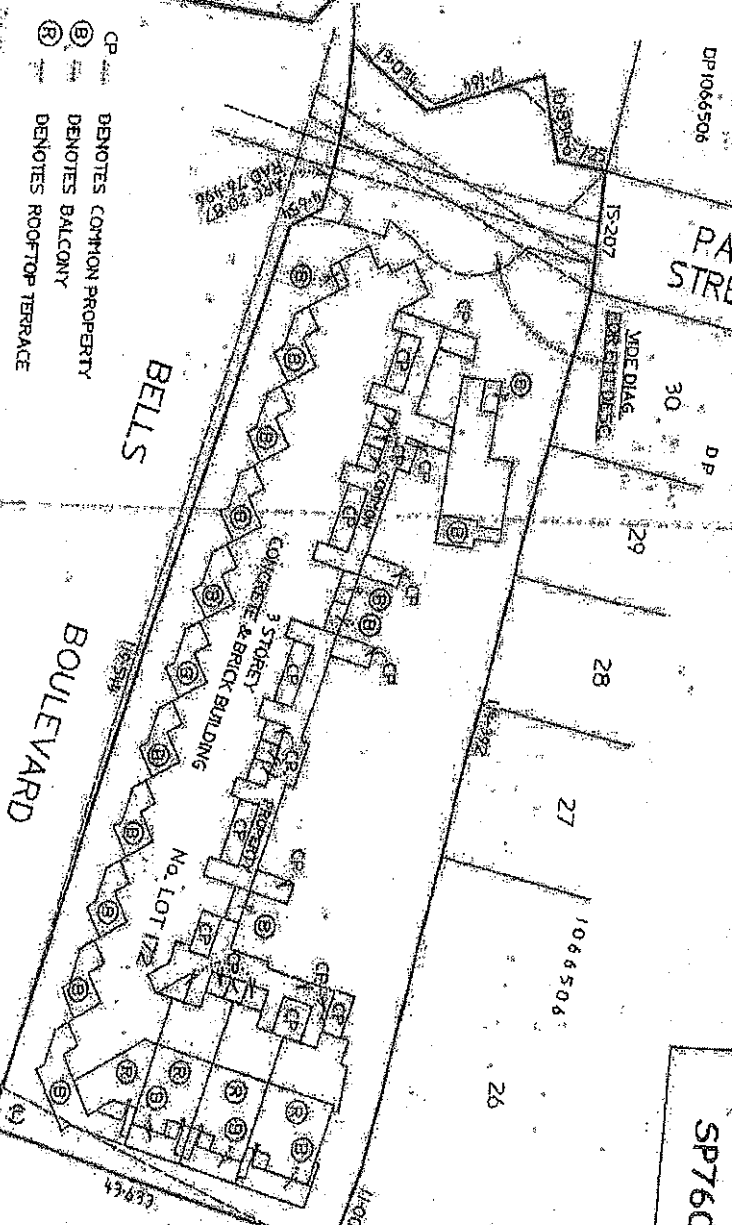
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 3 of 14 Sheets



- CP DENOTES COMMON PROPERTY
- Ⓟ DENOTES BALCONY
- Ⓣ DENOTES ROOFTOP TERRACE

EASEMENT FOR SERVICES (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT TO DRAIN SEWAGE (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR WATER SUPPLY (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR WATER SUPPLY (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR WATER SUPPLY (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR WATER SUPPLY (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT FOR ELECTRICITY (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME  
 EASEMENT TO DRAIN WATER (DP1066506) AFFECTS THE WHOLE OF THE STRATA SCHEME



LOT 802 IS A STRATUM LOT  
 EASEMENT (A) AFFECTS THE WHOLE  
 OF THE COMMON PROPERTY

Reduction Ratio 1: 500

Lengths are in metres

SURVEYOR'S REFERENCE: 8185-178, Checklist

SP76023

901  
 DP1066477  
 PUBLIC RESERVE

500  
 DP776020

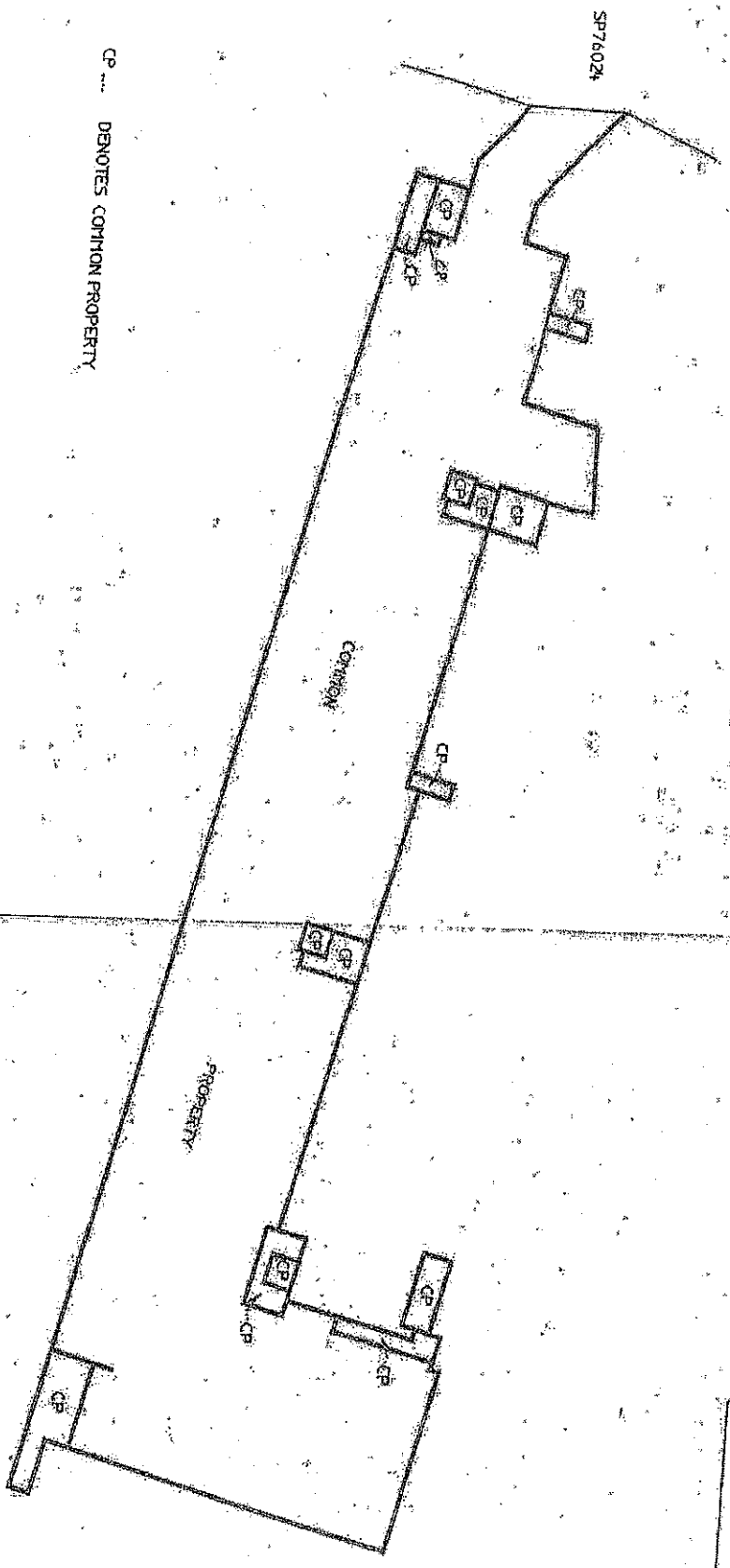


LOWER GROUND FLOOR PLAN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Sheet No. 4 of 4 Sheets

SP76023



N.S.A.

CP ... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 400

Lengths are in metres

*[Signature]*  
Registered Surveyor

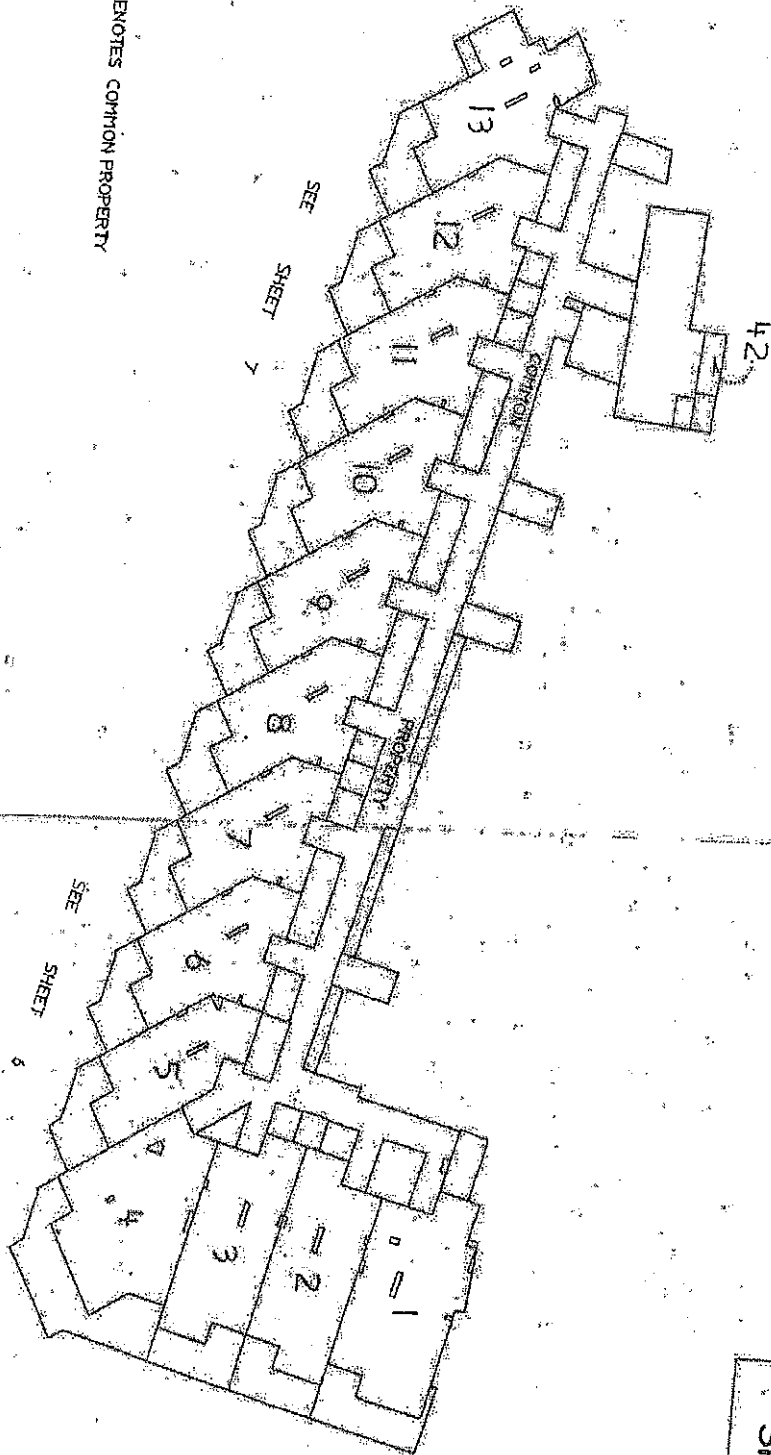
SURVEYOR'S REFERENCE: BMS-47B, Checklist

Authorized Person *[Signature]*  
Checklist

STRATA PLAN FORM 2

UPPER GROUND FLOOR PLAN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SP76023

Sheet No. 5 of 14 Sheets

M.G.A.

CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 400

Lengths are in metres

*[Signature]*  
SUPERVISOR SURVEILLANCE: B165-478 Check/Isf

*[Signature]*  
Authorised Person/Signatory/Inspector/Authorised Person

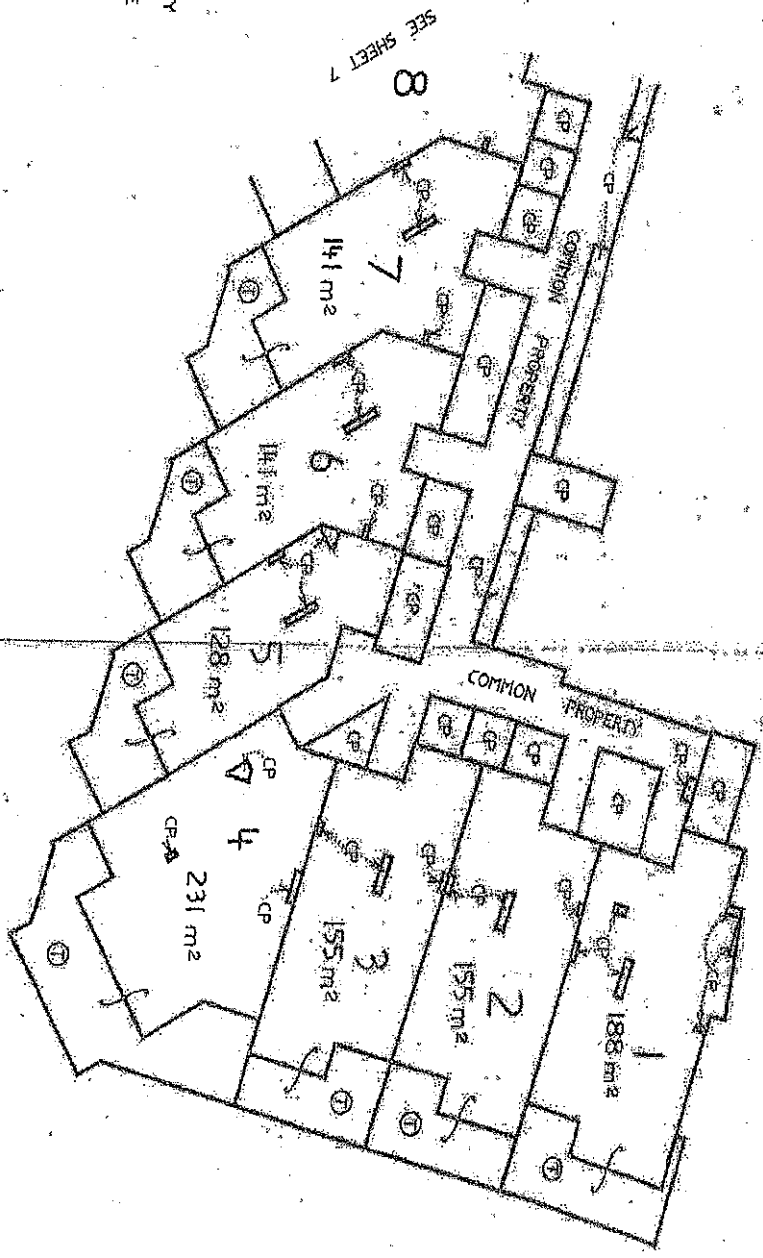
STRATA PLAN FORM 2

UPPER GROUND FLOOR PLAN

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

SP76023

Sheet No. 6 of 14 Sheets



- CP --- DENOTES COMMON PROPERTY
  - Ⓣ --- DENOTES COVERED TERRACE
- THE PRIVACY SCREENS WITHIN THE TERRACES ARE COMMON PROPERTY.
- AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*

Authorised Person / Professional Engineer / Licensed Practitioner

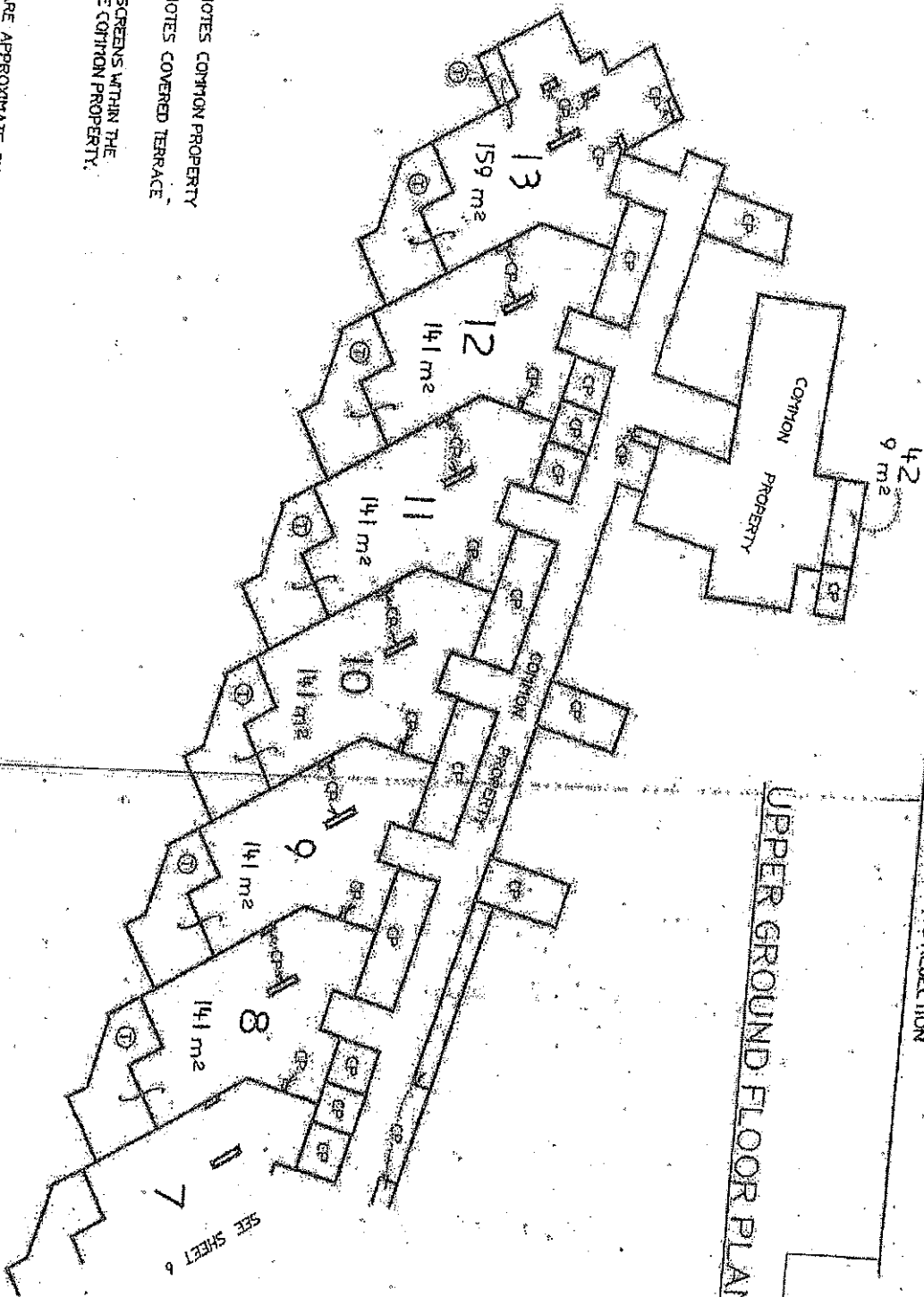
SURVEYOR'S REFERENCES: BMS-478, Checklist

M.G.A.

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CP ... DENOTES COMMON PROPERTY  
T ... DENOTES COVERED TERRACE  
THE PRIVACY SCREENS WITHIN THE TERRACES ARE COMMON PROPERTY.  
AREAS ARE APPROXIMATE ONLY



UPPER GROUND FLOOR PLAN

SPT76023  
Sheet No. 7 of 14 Sheets

M.G.A.

Reduction Ratio 1: 250

*[Signature]*  
SUPERVISOR'S SIGNATURE

SUPERVISOR'S REFERENCE: BMS-478, Checklist

*[Signature]*  
Authorised Person / Licensed Practitioner / Accredited Contractor

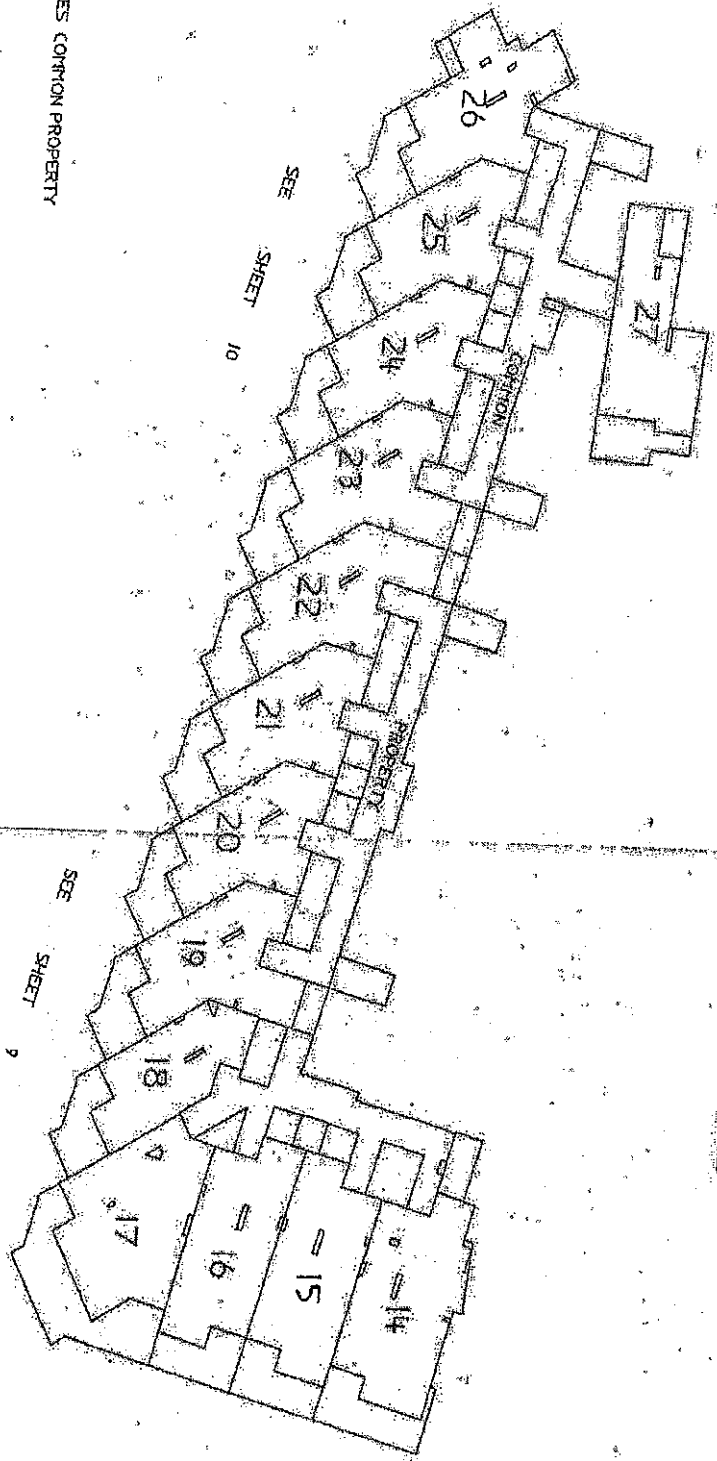
Dimensions are in metres

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FIRST FLOOR PLAN

SP76023

Sheet No. 8 of 14 Sheets



CP ..... DENOTES COMMON PROPERTY

SEE SHEET 10

SEE SHEET 9

Reduction Ratio 1: 400

Lengths are in metres

*[Signature]*

DATE FOR REFERENCE: 8/5-4/78, Checkist

*[Signature]*  
Authorised Person / General Manager / Licensed Conveyancer

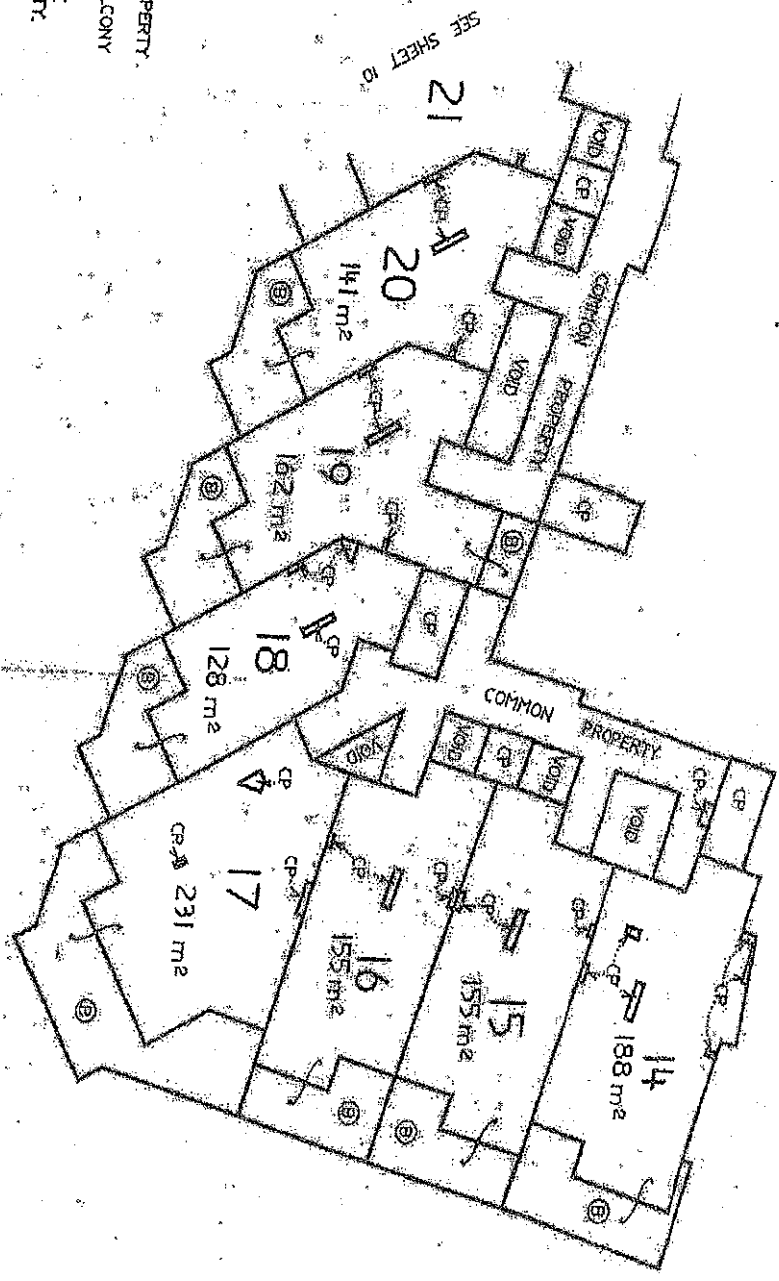
M.G.A.

STRATA PLAN FORM 2

FIRST FLOOR PLAN

WARNING : CREATING OR FOLDING WILL LEAD TO REJECTION

- CP ... DENOTES COMMON PROPERTY.
  - Ⓢ ... DENOTES COVERED BALCONY.
- THE PRIVACY SCREENS WITHIN THE BALCONIES ARE COMMON PROPERTY.
- AREAS ARE APPROXIMATE ONLY



SEE SHEET 10

SP76023

Sheet No. 9 of 13 Sheets

Reduction Ratio: 1: 250

Lengths are in metres

SUPERVISOR'S REFERENCE: 8145-478, Checklist

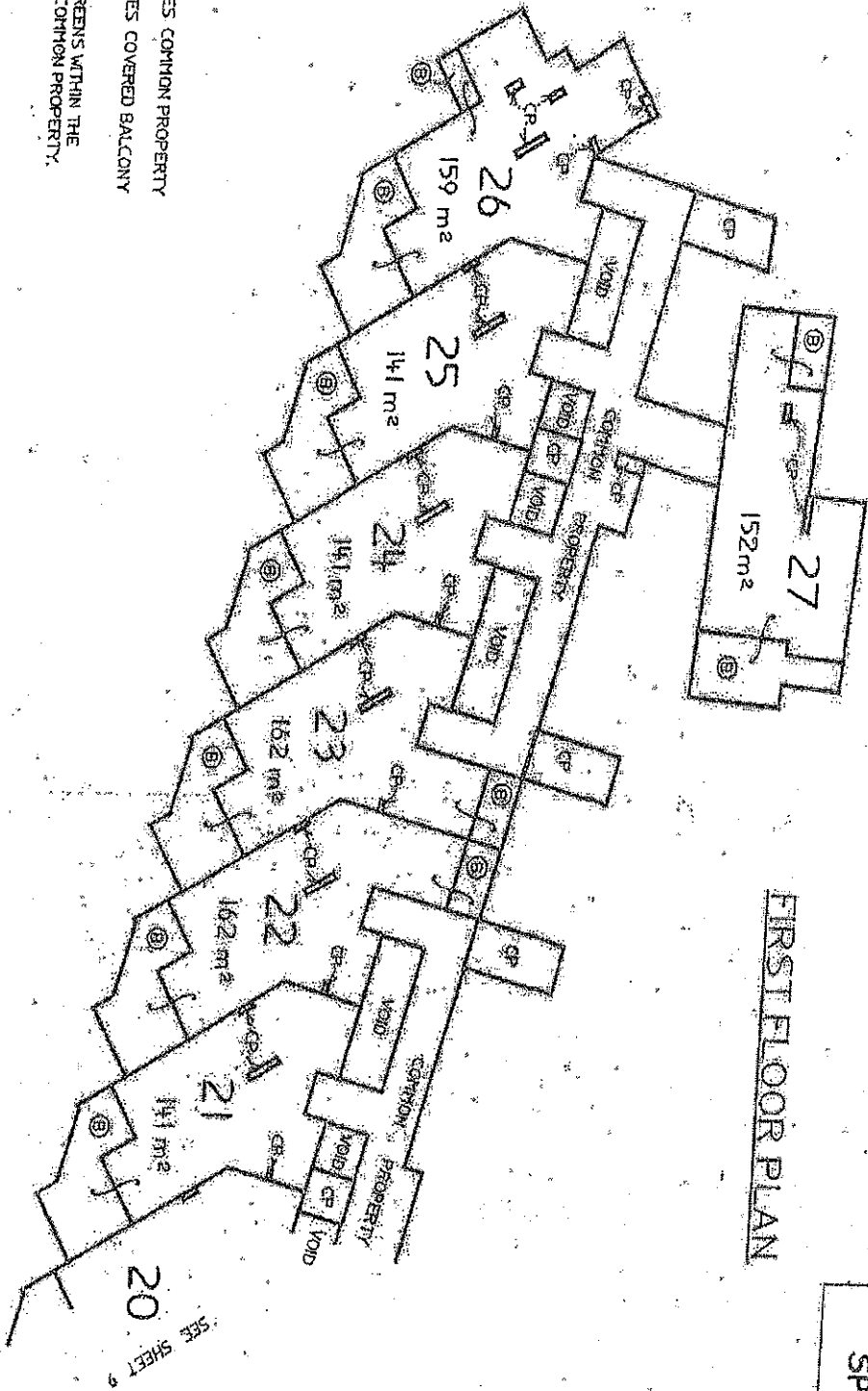
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 10 of 14 Sheets

SP76023

FIRST FLOOR PLAN



CP DENOTES COMMON PROPERTY  
 B DENOTES COVERED BALCONY  
 THE PRIVACY SCREENS WITHIN THE  
 BALCONIES ARE COMMON PROPERTY.

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Approved Change/Amendment/Correction

SURVEYOR'S REFERENCE: 815-47B, Check/isy

SEE SHEET 9

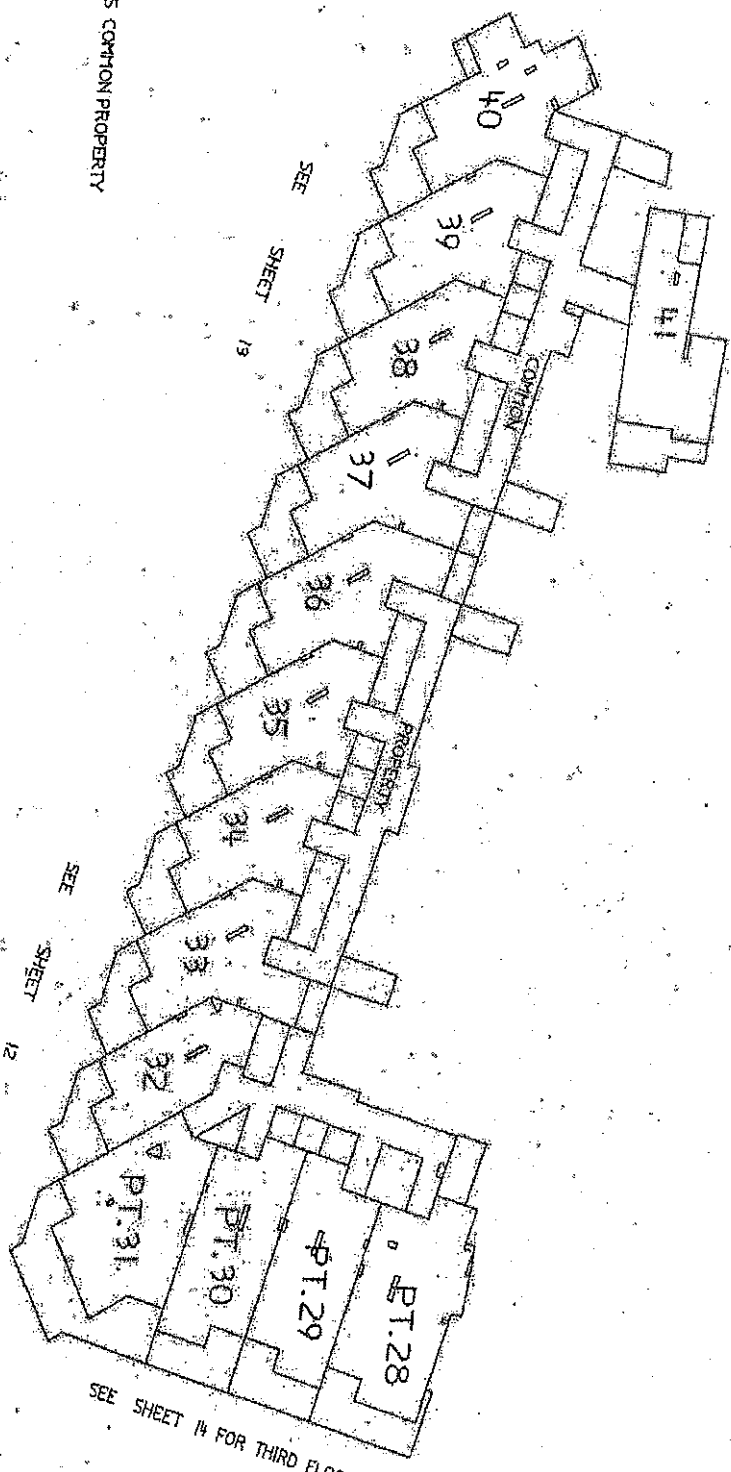
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SECOND FLOOR PLAN

SPT76023

Sheet No. 11 of 14 Sheets



CP ... DENOTES COMMON PROPERTY

SEE SHEET 13



SEE SHEET 12

SEE SHEET 14 FOR THIRD FLOOR

M.G.A.

Reduction Ratio 1: 400

Lengths are in metres

  
 SURVEYOR'S REFERENCE: BMS-47B, CANSOLAR  
 Authorised Person/Engineer/Architect/Quantity Surveyor  




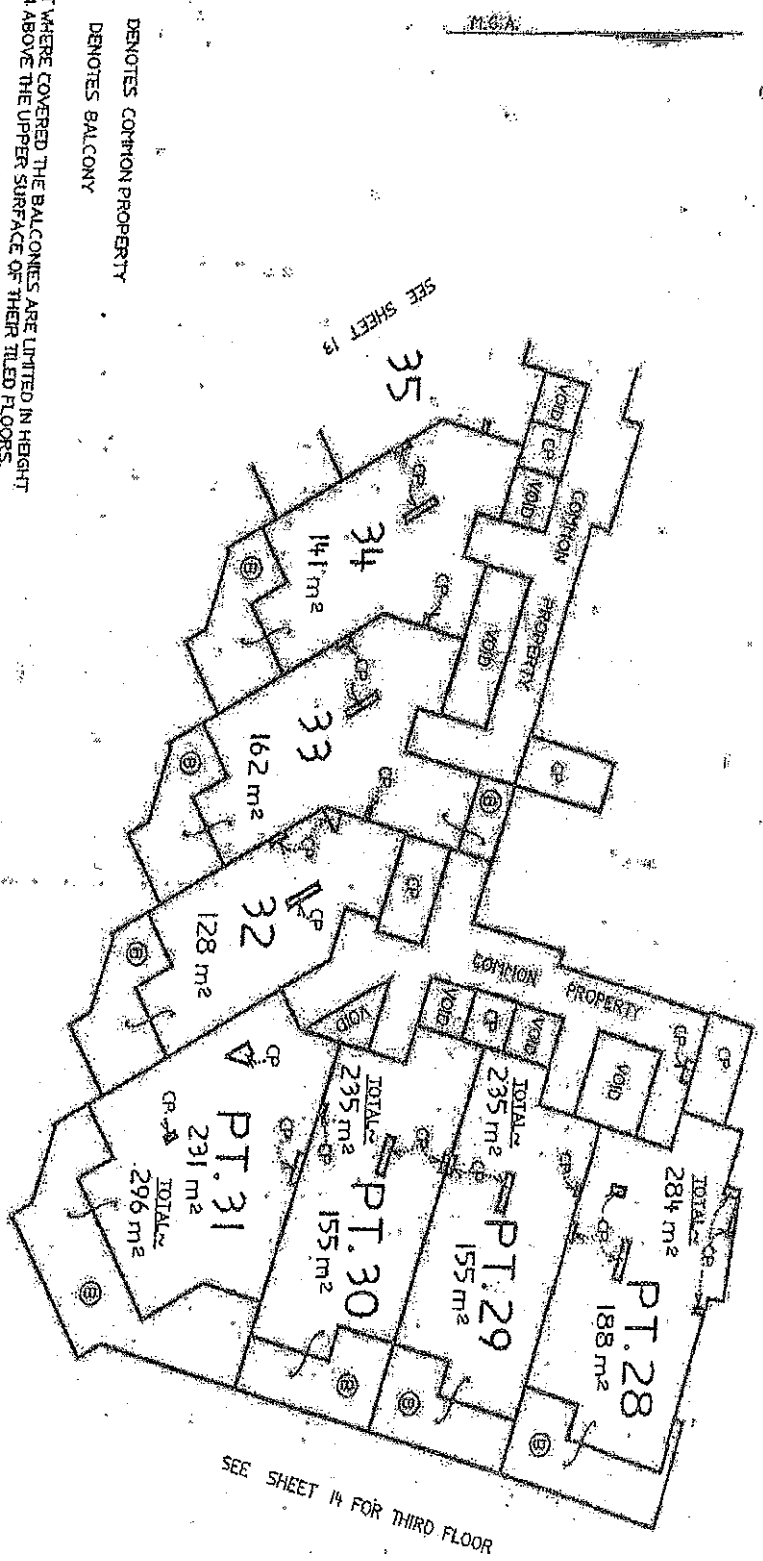
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SECOND FLOOR PLAN

SP76023

Sheet No. 12 of 14 Sheets



SEE SHEET 13

SEE SHEET 14 FOR THIRD FLOOR

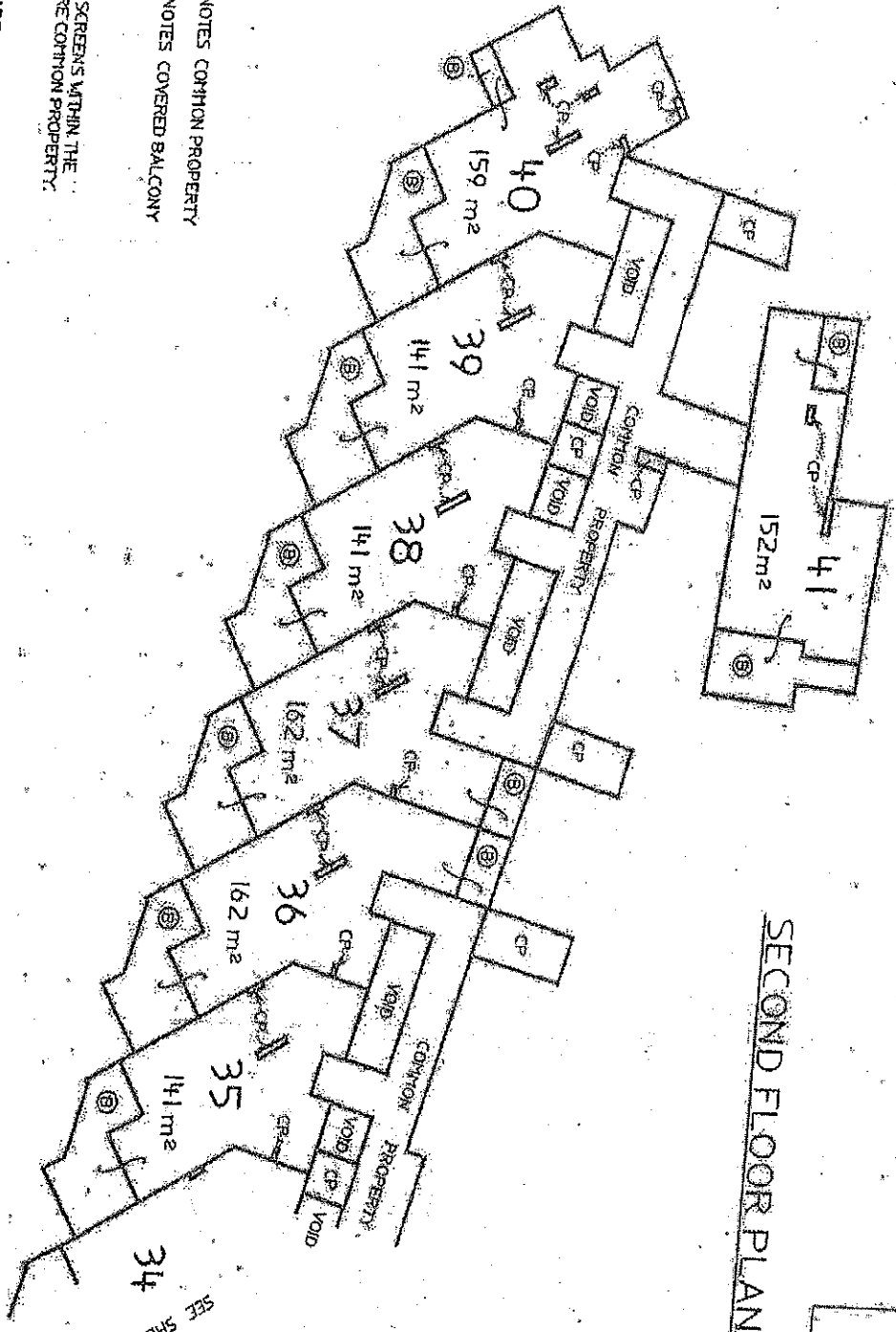
CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY  
 EXCEPT WHERE COVERED THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THEIR TILED FLOORS.  
 THE PRIVACY SCREENS WITHIN THE BALCONIES ARE COMMON PROPERTY.  
 AREAS ARE APPROXIMATE ONLY

Requestion Ratio: 1: 250  
 Lengths are in metres  
 SURVEYOR'S REFERENCE: BMS-67B, Checklist

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CP DENOTES COMMON PROPERTY  
Ⓟ DENOTES COVERED BALCONY  
THE PRIVACY SCREENS WITHIN THE BALCONIES ARE COMMON PROPERTY.  
AREAS ARE APPROXIMATE ONLY



SECOND FLOOR PLAN

SP76023

Sheet No. 13 of 14 Sheets

M.G.A.

Reduction Ratio: 250

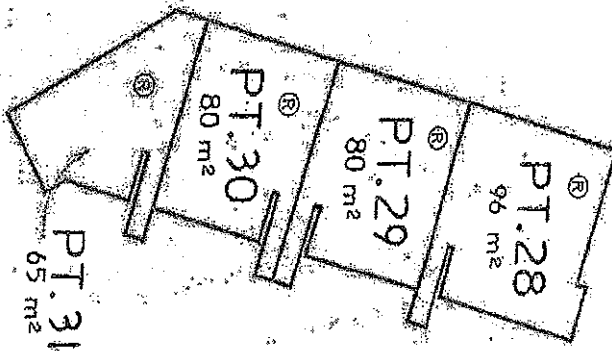
Lengths are in metres

SURVEYOR'S REFERENCE

Authorised Station, Registered Surveyor, Queensland

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THIRD FLOOR PLAN



ROOFTOP TERRACES ARE LIMITED IN HEIGHT TO 2.7M ABOVE THE UPPER SURFACE OF THEIR TILED FLOORS.  
 (R) DENOTES ROOFTOP TERRACE  
 AREAS ARE APPROXIMATE ONLY

SP76023

Sheet No. 14 of 14 Sheets



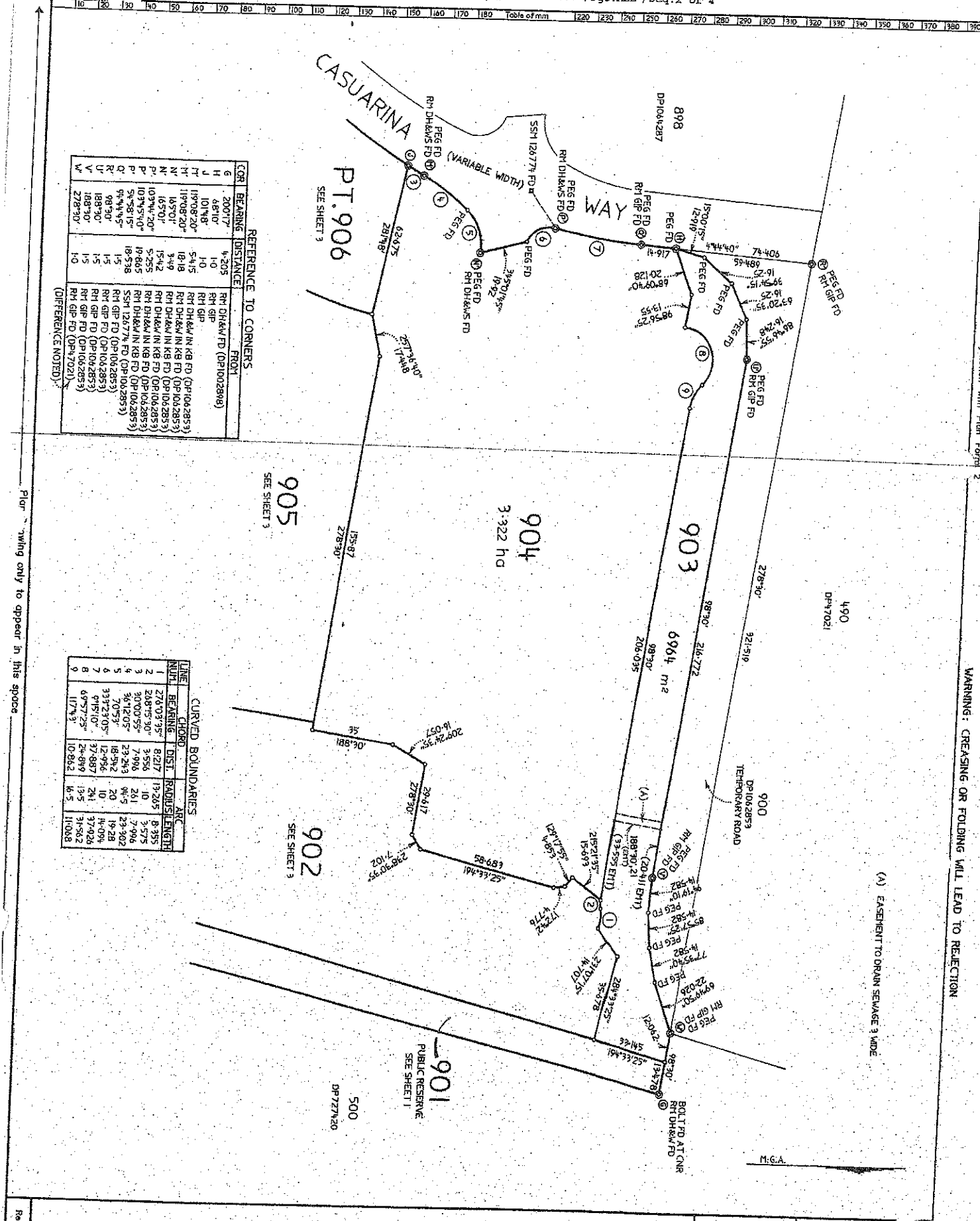
Reduction Ratio 1 : 250

Dimensions are in metres

Authorised Person/Representative of the Client  
 SURVEYOR'S REFERENCE: 8185-478, Checklist



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



REFERENCE TO CORNERS.

COR	BEARING	DISTANCE	FROM
G	200°17'	4.305	RH D&M FD (DP1062893)
H	48°10'	1.0	RH GIP
I	101°18'	5.415	RH GIP
J	19°08'20"	18.18	RH D&M IN KB FD (DP1062893)
K	19°08'20"	18.18	RH D&M IN KB FD (DP1062893)
L	165°01'	3.49	RH D&M IN KB FD (DP1062893)
M	103°15'40"	19.645	RH D&M IN KB FD (DP1062893)
N	58°58'15"	18.578	RH D&M IN KB FD (DP1062893)
O	98°30'	1.5	RH GIP FD (DP1062893)
P	188°30'	1.5	RH GIP FD (DP1062893)
Q	228°30'	1.0	RH GIP FD (DP1062893)

(DIFFERENCE NOTED)

CURVED BOUNDARIES

LINE	CHORD	BEARING	DIST	RADIUS	ARC LENGTH
1	226°03'35"	8.217	19.265	8.335	3.575
2	208°15'30"	3.556	2.61	7.906	19.28
3	310°00'55"	7.906	2.61	7.906	19.28
4	36°12'05"	23.243	94.5	23.902	37.026
5	70°53'	18.542	10	16.096	31.562
6	37°22'05"	12.496	10	16.096	31.562
7	47°15'05"	37.687	241	37.026	110.68
8	47°15'05"	26.849	13.5	31.562	110.68
9	174°3'	10.862	16.5	110.68	

DP1066477

Registered:

Map sheet 2 of my plan to be shown dated 2/2/2004

*K. Beck*

Surveyor registered under Surveying Act, 2002

This is sheet 2 of the plan of the covered by subdivision certificate No. SC410045

Authorised person: *K. Beck*

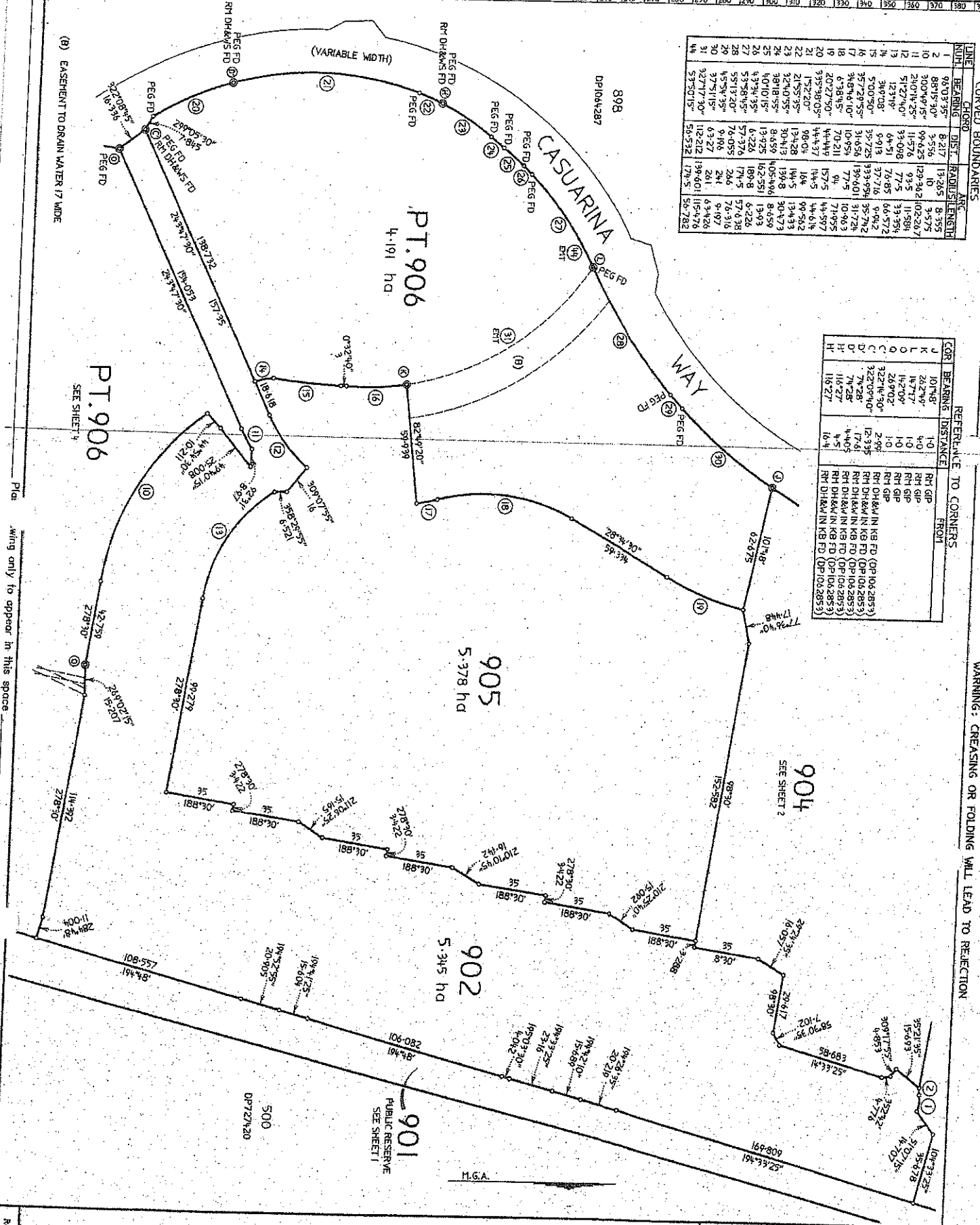
For use where a space is manufactured in any point on Plan Form 2.

CURVED BOUNDARIES

LINE NO.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	96°03'55"	8.217	13.205	8.355
2	88°15'30"	5.435	10	5.575
3	300°49'15"	99.435	129.962	102.267
4	240°14'25"	11.572	7.93	11.584
5	12°27'40"	33.008	71.75	33.554
6	12°31'19"	44.51	71.65	46.572
7	389°08'	6.913	37.716	6.942
8	5°00'30"	35.725	199.534	35.742
9	357°28'55"	31.655	199.534	31.726
10	348°46'10"	10.955	77.5	11.226
11	6.384°45"	70.211	0	10.955
12	202°27'50"	44.446	157.5	44.955
13	335°38'05"	44.437	144.5	44.577
14	1°52'20"	98.01	164	98.612
15	21°55'35"	134.28	194.5	134.431
16	32°40'55"	70.413	136.8	70.473
17	381°18'55"	8.459	405.964	8.459
18	4°10'15"	13.925	162.551	13.93
19	4°34'35"	6.226	189.8	6.226
20	53°58'45"	57.376	174.5	57.376
21	55°13'20"	76.055	246	76.332
22	45°54'35"	9.186	241	9.187
23	37°51'15"	63.27	241	63.426
24	327°17'30"	112.212	199.401	115.476
25	53°50'15"	56.532	174.5	56.782

COR	BEARING	DISTANCE	REFERENCE TO CORNERS
J	101°48'	1.0	Rt gip
K	262°39'	1.0	Rt gip
L	142°09'	1.0	Rt gip
M	142°09'	1.0	Rt gip
N	269°02'	1.0	Rt gip
O	322°09'40"	2.08	Rt DH&M IN KB FD (OP 106.2853)
P	322°09'40"	12.335	Rt DH&M IN KB FD (OP 106.2853)
Q	74°28'	17.4	Rt DH&M IN KB FD (OP 106.2853)
R	116°27'	4.405	Rt DH&M IN KB FD (OP 106.2853)
S	116°27'	4.5	Rt DH&M IN KB FD (OP 106.2853)
T	116°27'	16.4	Rt DH&M IN KB FD (OP 106.2853)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



(B) EASEMENT TO DRAIN WATER 17 MIDE

wing only to appear in this space

DP1066477

Registered: *[Signature]*  
 This is sheet 3 of my plan in 4 sheets  
 dated 2/2/2008.

Surveyor registered under Surveying Act, 2002.  
 This is sheet 3 of the plan of 4 sheets  
 covered by subdivision certificate No.  
 of Scotland's.

Multimedia Personal Remote Storage/Access/Exchange  
 For use where space is insufficient in any  
 part on Plan Form 2.

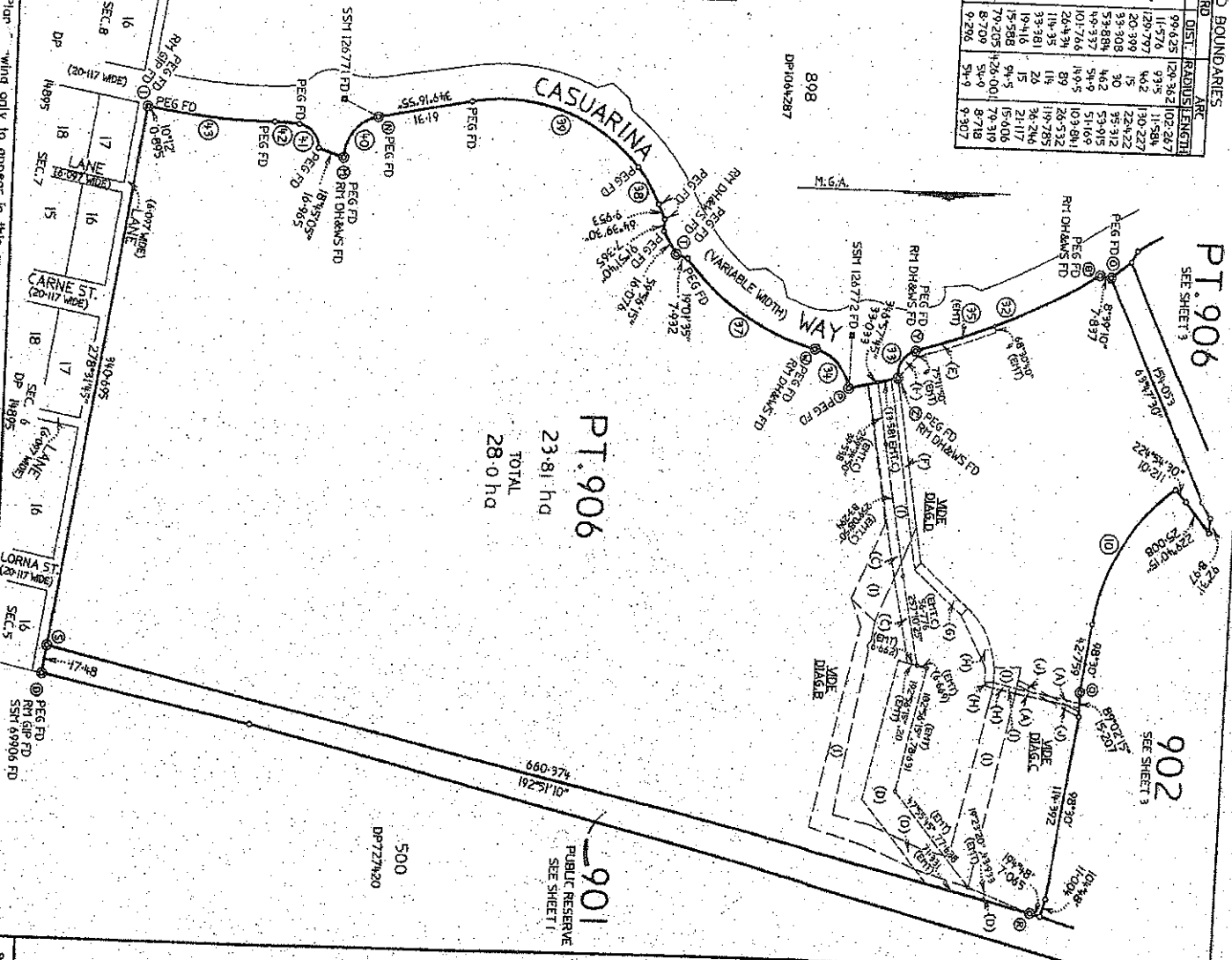
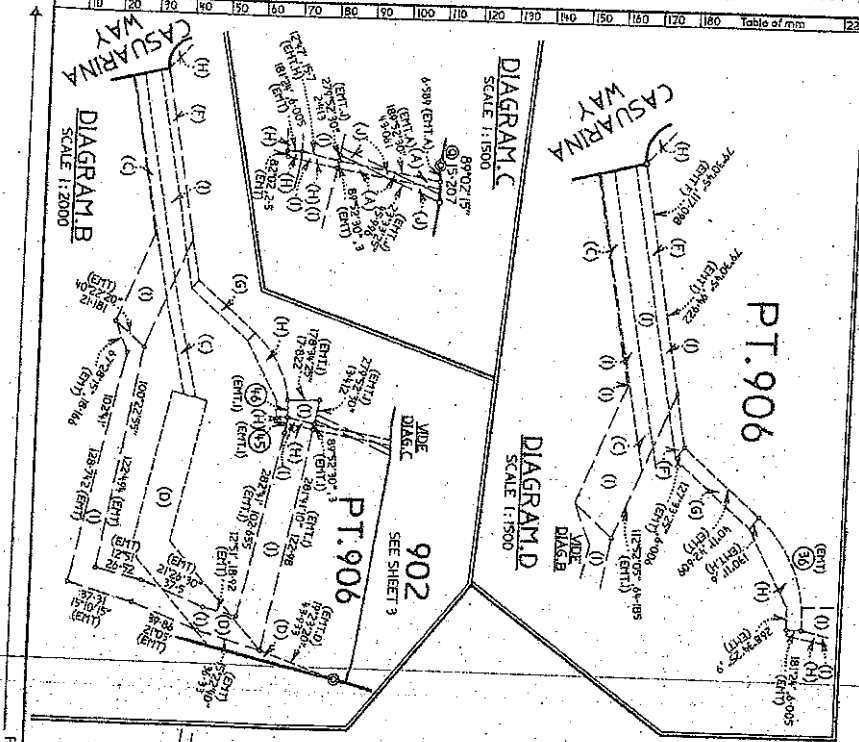
Reduction Ratio: 1:250

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CORNER	BEARING	DISTANCE	FROM	TO
D	178° 30'	290.12	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	78° 15' 30"	183.55	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	18° 35'	3.54	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	18° 25' 00"	25.28	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	18° 20' 00"	24.51	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	18° 20' 00"	0.00	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	90° 55' 15"	26.92	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	284° 48'	1.00	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	150° 00'	2.00	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	59° 37'	3.65	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	101° 58' 30"	12.62	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	102° 02' 20"	5.43	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	75° 12' 30"	19.36	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	5° 35'	5.65	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	59° 03'	20.37	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	59° 03'	5.35	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	94° 57' 30"	19.65	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	94° 57' 30"	7.94	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)
D	94° 57' 30"	25.05	RT D&M IN KB FD (DP1062853)	RT D&M IN KB FD (DP1062853)

LINE	CHORD	DIST.	RADIUS	ARC LENGTH
10	120° 49' 15"	99.425	128.342	102.287
11	60° 49' 25"	11.576	9.93	11.284
12	33° 07' 20"	129.797	4.2	130.227
13	302° 21' 15"	20.399	15	22.627
14	45° 47' 30"	33.308	4.2	35.712
15	94° 15' 15"	53.884	4.2	53.915
16	31° 38' 15"	45.377	54.9	51.66
17	31° 38' 15"	101.746	149.5	109.84
18	30° 01' 30"	26.431	89	28.532
19	114° 35'	114.35	114	119.755
20	30° 20' 40"	33.381	26	36.244
21	3° 38' 35"	19.416	15	21.117
22	3° 38' 35"	15.588	9.5	15.406
23	27° 01' 45"	70.205	26.00	70.319
24	202° 13' 15"	8.709	54.9	8.718
25	202° 13' 15"	9.206	54.9	9.307

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN WATER 6 WIDE
- (C) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH
- (D) EASEMENT TO DRAIN SEWAGE 1 WIDE
- (E) EASEMENT TO DRAIN SEWAGE 1+167 WIDE
- (F) EASEMENT TO DRAIN SEWAGE 1 WIDE
- (G) EASEMENT TO DRAIN SEWAGE 1 WIDE
- (H) EASEMENT TO DRAIN SEWAGE 1 WIDE
- (I) RIGHT OF ACCESS 2 WIDE & VARIABLE WIDTH
- (J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE



PT. 906  
 23.81 ha  
 TOTAL  
 28.0 ha

500  
 DP72720

901  
 PUBLIC RESERVE  
 SEE SHEET 1

902  
 SEE SHEET 3

903  
 SEE SHEET 3

LANE 16  
 LANE 17  
 LANE 18  
 LANE 19

CASUARINA WAY  
 CARNE ST.  
 LORNA ST.

DP106287  
 DP106287  
 DP106287

DP1066477  
 Registered:  
 This is sheet 4 of my plan in 4 sheets  
 dated 2/2/2004  
 Surveyor registered under Surveying Act 2002  
 This is sheet 4 of my plan in 4 sheets  
 covered by subdivision certificate No.  
 of 500410045

DP1066477  
 Registered:  
 This is sheet 4 of my plan in 4 sheets  
 dated 2/2/2004  
 Surveyor registered under Surveying Act 2002  
 This is sheet 4 of my plan in 4 sheets  
 covered by subdivision certificate No.  
 of 500410045

Reduction Scale 1:2000

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

(Sheet 1 of 2 sheets)

**DP1066477**

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

Full name and address of Owner of the land

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

Full name and address of mortgagee of the land:

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

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

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit 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 to drain sewage 3 wide	903, 906	Tweed Shire Council
2.	Easement to drain water 17 wide	906	Tweed Shire Council
3.	Easement to drain water 6 wide	906	Tweed Shire Council
4.	Easement to drain water 20 wide and variable width	906	Tweed Shire Council
5.	Easement to drain sewage 4 wide	906	Tweed Shire Council
6.	Easement to drain sewage 4.467 wide	906	Tweed Shire Council
7.	Easement to drain sewage 6 wide	906	Tweed Shire Council
8.	Easement to drain sewage variable width	906	Tweed Shire Council
9.	Right of access 20.2 wide and variable width	906	Tweed Shire Council
10.	Easement for electricity purposes 3 wide	906	Tweed Shire Council

**Part 2 (Terms)**

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

Tweed Shire Council



DP1066477

(Sheet 2 of 2 sheets)

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266



Sole Director and Sole Secretary

Brian Ray

Print Name

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

GREGORY DAVID RAMSAY STATE MANAGER

and KATHRYN ANN BUDD SETTLEMENT OFFICE SUPERVISOR under Power of Attorney Number

Book 4228 No 968

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

Attorney

Attorney

Witness

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

and Phillip Keith Sullivan under Power of Attorney Number

Book 4424 No 979

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

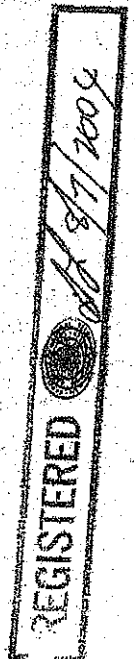
Attorney

Attorney

Witness

Tweed Shire Council Authorised Person/General Manager

Print Name 13 NERANG ST, SOUTHPORT, QLD.



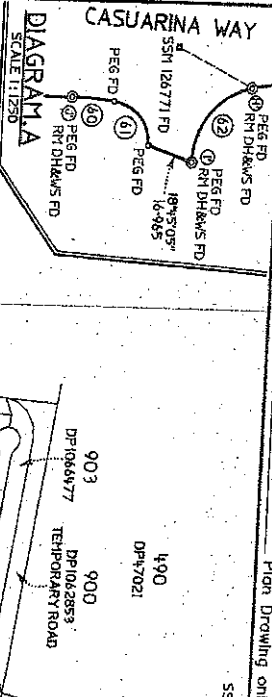
Created by City Pacific Limited  
 ACN 079 453 955 as trustee  
 by its duly appointed attorney  
 Stuart Handley Kerrick  
 under power of attorney book  
 4421 no 979 who obtained the  
 consent of the power of  
 attorney.

*Green Bay*  
*Sole Director & Secretary*

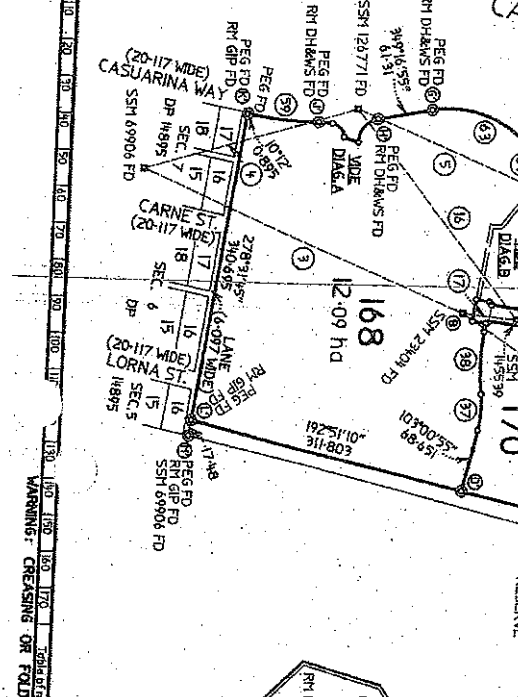
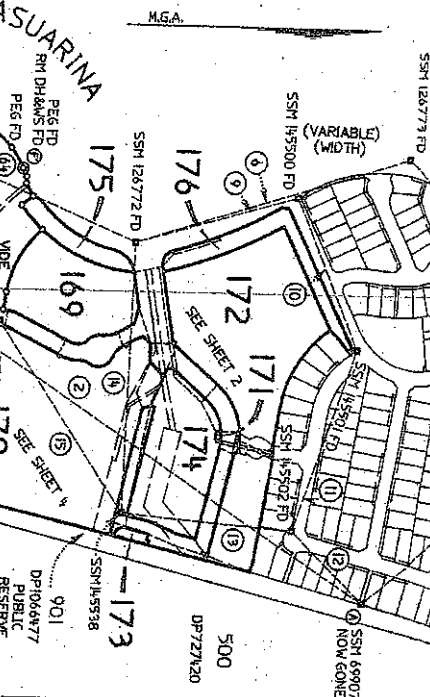
PAUL ROBERT RYS  
 127 GARD STREET  
 BRISBANE

Department of Land Approval  
 (Authorised Officer) In operating this plan early  
 final of assessment approved in regard to the allocation of the  
 land from human laws have given.

Subdivision Certificate  
 I hereby grant the provision of a Plan of the Environmental Planning  
 and Assessment Act 1979 has been satisfied in relation to the  
 proposed subdivision of land.



LINE	BEARING	DIST.
1	195°36'37"	902.127
2	212°39'34"	564.538
3	202°21'19"	890.000
4	34°00'29"	247.946
5	22°19'41"	360.994
6	312°07'54"	315.555
7	40°01'56"	353.099
8	139°36'58"	399.445
9	34°37'50"	186.908
10	66°42'31"	179.182
11	107°40'01"	209.2
12	223°57'07"	111.91

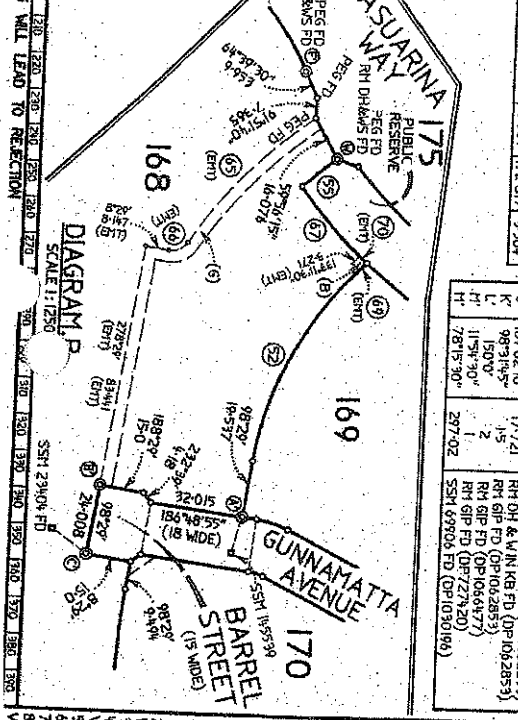


HARK	SUBDIVISION	REBUTALION 2001	CLAUSE	ZONE	CLASS	ORDER
SSM 23906	SSM 69906	SSM 69907	SSM 69908	SSM 126771	SSM 126772	SSM 126773
556 280-874	556 380-563	556 834-522	557 077-251	558 308-864	558 445-971	558 340-196
6 871 729-531	6 871 938-978	6 872 236-294	6 871 424-808	6 871 642-816	6 872 269-445	6 872 539-498
54	54	54	54	54	54	54
U	U	U	U	U	U	U
B	B	B	B	B	B	B
5	5	5	5	5	5	5
U	U	U	U	U	U	U
B	B	B	B	B	B	B
5	5	5	5	5	5	5
U	U	U	U	U	U	U
B	B	B	B	B	B	B
5	5	5	5	5	5	5

LINE	BEARING	DIST.	PERMANENT MARK COMPARISSONS	BEARING	DIST.	REMARKS
SSM169007-SSM169008	212°39'49"	564.538	212°39'49"	564.538	212°39'49"	
SSM169008-SSM169009	202°21'19"	890.000	202°21'19"	890.000	202°21'19"	
SSM169009-SSM169010	34°00'29"	247.946	34°00'29"	247.946	34°00'29"	
SSM169010-SSM169011	22°19'41"	360.994	22°19'41"	360.994	22°19'41"	
SSM169011-SSM169012	312°07'54"	315.555	312°07'54"	315.555	312°07'54"	
SSM169012-SSM169013	40°01'56"	353.099	40°01'56"	353.099	40°01'56"	
SSM169013-SSM169014	139°36'58"	399.445	139°36'58"	399.445	139°36'58"	
SSM169014-SSM169015	34°37'50"	186.908	34°37'50"	186.908	34°37'50"	
SSM169015-SSM169016	66°42'31"	179.182	66°42'31"	179.182	66°42'31"	
SSM169016-SSM169017	107°40'01"	209.2	107°40'01"	209.2	107°40'01"	
SSM169017-SSM169018	223°57'07"	111.91	223°57'07"	111.91	223°57'07"	

LINE	BEARING	DIST.	REMARKS
13	184°30'48"	101.174	
14	270°51'28"	296.243	
15	239°01'29"	252.789	
16	230°47'12"	291.973	
17	185°47'27"	160.923	

LINE	BEARING	DIST.	REMARKS
1	195°36'37"	902.127	
2	212°39'34"	564.538	
3	202°21'19"	890.000	
4	34°00'29"	247.946	
5	22°19'41"	360.994	
6	312°07'54"	315.555	
7	40°01'56"	353.099	
8	139°36'58"	399.445	
9	34°37'50"	186.908	
10	66°42'31"	179.182	
11	107°40'01"	209.2	
12	223°57'07"	111.91	



DP1075495  
 Registered under the Real Property Act 1904  
 CA: SEE CERTIFICATE  
 This is a subdivision of  
 TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: X5467-42, 44  
 Lot Plan: DP1070791

PLAN OF SUBDIVISION OF LOT 909 IN DP1070791  
 Lengths are in metres. Reduction Ratio 1:1000  
 LEA TWEED  
 Locality: KINGSCLEIFF  
 Parish: CLONMEN  
 County: ROUS

This is sheet 1 of my plan in the district of  
 (Date of Registration)  
 I, PHILIP GEORGE BROWN,  
 Surveyor-General, 2007  
 of KINGSCLEIFF, PARISH OF KINGSCLEIFF, COUNTY OF ROUS, DISTRICT OF TORRENS, and have caused this plan to be prepared and registered under the Real Property Act 1904 and have caused this plan to be registered under the Real Property Act 1904 and have caused this plan to be registered under the Real Property Act 1904.

INTS INTENDED -  
 TO DEDICATE BELLS BOULEVARD AS PUBLIC ROAD SUBJECT TO RIGHT OF ACCESS 20.2 MIDE & VARIABLE 3 MIDE. EASEMENT TO DRAIN SEWAGE 3.5 MIDE. EASEMENT TO DRAIN WATER 6 MIDE. EASEMENT TO DRAIN WATER 6 MIDE. EASEMENT FOR ELECTRICITY PURPOSES 3 MIDE.  
 TO DEDICATE GUNNAMATTA AVENUE & BARREL STREET AS PUBLIC ROAD.  
 TO CREATE LOTS 176, 175 & 174 AS PUBLIC RESERVE.  
 TO CREATE PERPETUAL SECTION 88B OF THE CONVEYANCING ACT 1919 - 1. EASEMENT TO DRAIN SEWAGE 3 MIDE 2. EASEMENT TO DRAIN WATER 6 MIDE 3. EASEMENT FOR WATER SUPPLY 3 MIDE 4. EASEMENT FOR WATER SUPPLY 3 MIDE 5. EASEMENT FOR WATER SUPPLY 3 MIDE 6. EASEMENT FOR WATER SUPPLY 3 MIDE 7. EASEMENT FOR WATER SUPPLY 3 MIDE 8. RIGHT OF CARRIAGEWAY 19 MIDE & VARIABLE 6 MIDE

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT FOR DRAIN SUPPLY VARIABLE WIDTH
- (C) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
- (D) EASEMENT FOR CARRIAGEWAY VARIABLE WIDTH
- (E) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (F) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
- (G) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (H) EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE WIDTH (DP1066477)
- (I) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (J) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (K) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (L) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (M) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (N) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
- (O) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)

**CURVED BOUNDARIES**

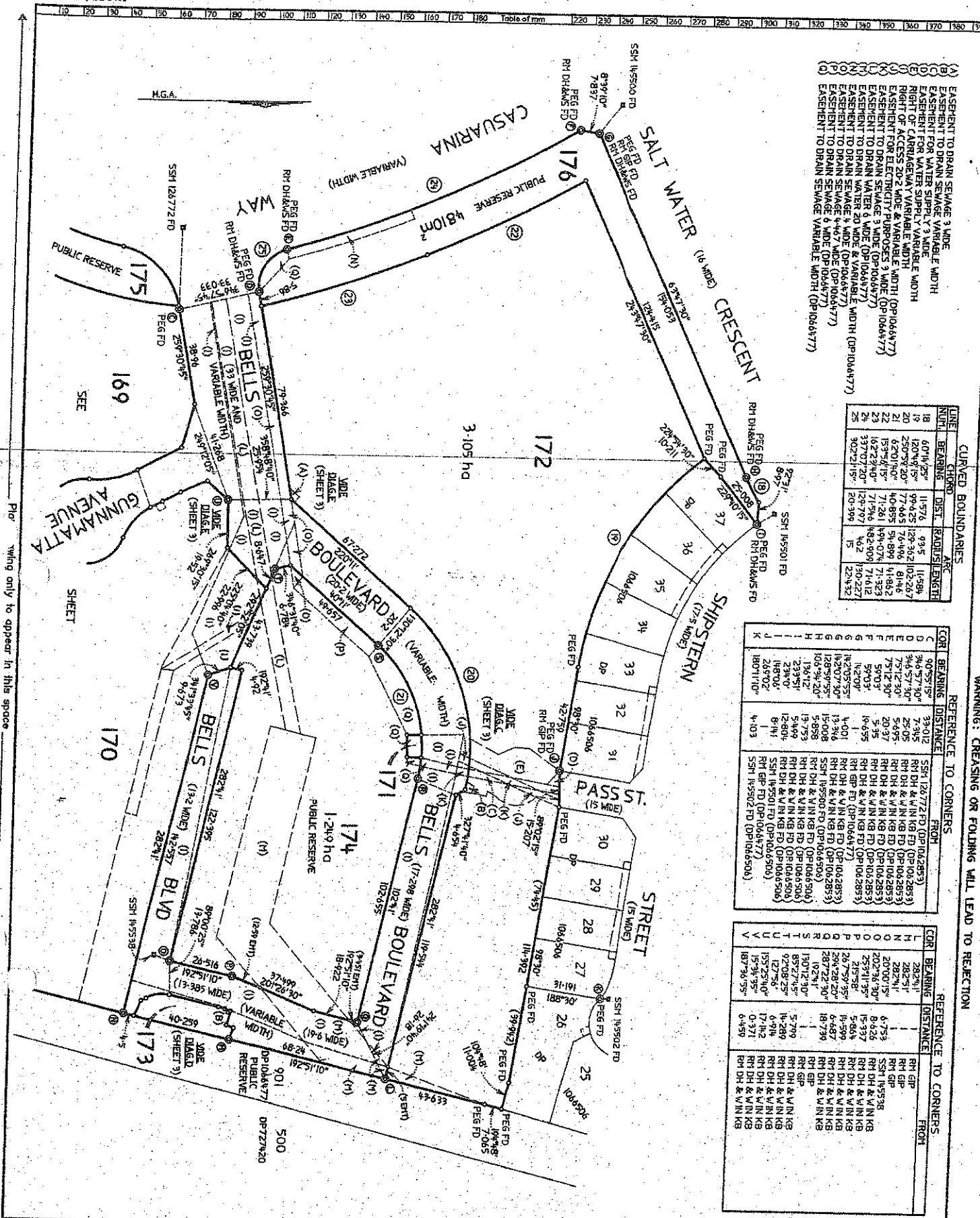
LINE	CHORD	DIST	RADIUS	ARC LENGTH
18	60°14'25"	1157.6	93.5	1158.4
19	120°14'25"	984.25	120.342	1023.27
20	120°14'25"	77.955	76.496	81.446
21	120°14'25"	40.855	58.899	61.842
22	120°14'25"	71.261	68.074	71.323
23	120°14'25"	131.916	122.909	132.323
24	120°14'25"	207.977	192.777	207.977
25	120°14'25"	302.211	283.941	302.211

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
C	90°57'30"	33.012	SSM 126772 FD (DP1062893)
D	94°57'30"	7.316	RM DH & WIN KB FD (DP1062893)
E	75°12'30"	25.495	RM DH & WIN KB FD (DP1062893)
F	75°12'30"	20.37	RM DH & WIN KB FD (DP1062893)
G	59°03'	5.35	RM DH & WIN KB FD (DP1062893)
H	142°00'	19.675	RM DH & WIN KB FD (DP1062893)
I	120°14'25"	13.346	RM DH & WIN KB FD (DP1062893)
J	120°14'25"	13.346	SSM 195500 FD (DP1064504)
K	180°11'0"	4.103	SSM 195502 FD (DP1064504)

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
H	282°51'	282.51	RM GIP
I	282°51'	282.51	RM GIP
J	200°00'15"	4.732	SSM 195538
K	202°34'30"	8.432	RM DH & WIN KB
L	255°11'35"	15.337	RM DH & WIN KB
M	215°58'	5.664	RM DH & WIN KB
N	267°59'35"	6.487	RM DH & WIN KB
O	287°22'30"	18.779	RM DH & WIN KB
P	102°41'	10.241	RM GIP
Q	85°27'45"	5.799	RM DH & WIN KB
R	92°08'25"	4.289	RM DH & WIN KB
S	127°56'	6.914	RM DH & WIN KB
T	157°24'45"	17.112	RM DH & WIN KB
U	173°31'55"	0.371	RM DH & WIN KB
V	187°36'55"	6.459	RM DH & WIN KB



WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

DP1075495

Registered: 11/11/2008

This is sheet 2 of my plan in 4 sheets dated 27/4/2008

*P. Buckle*

Surveyor registered under Surveying Act 2002

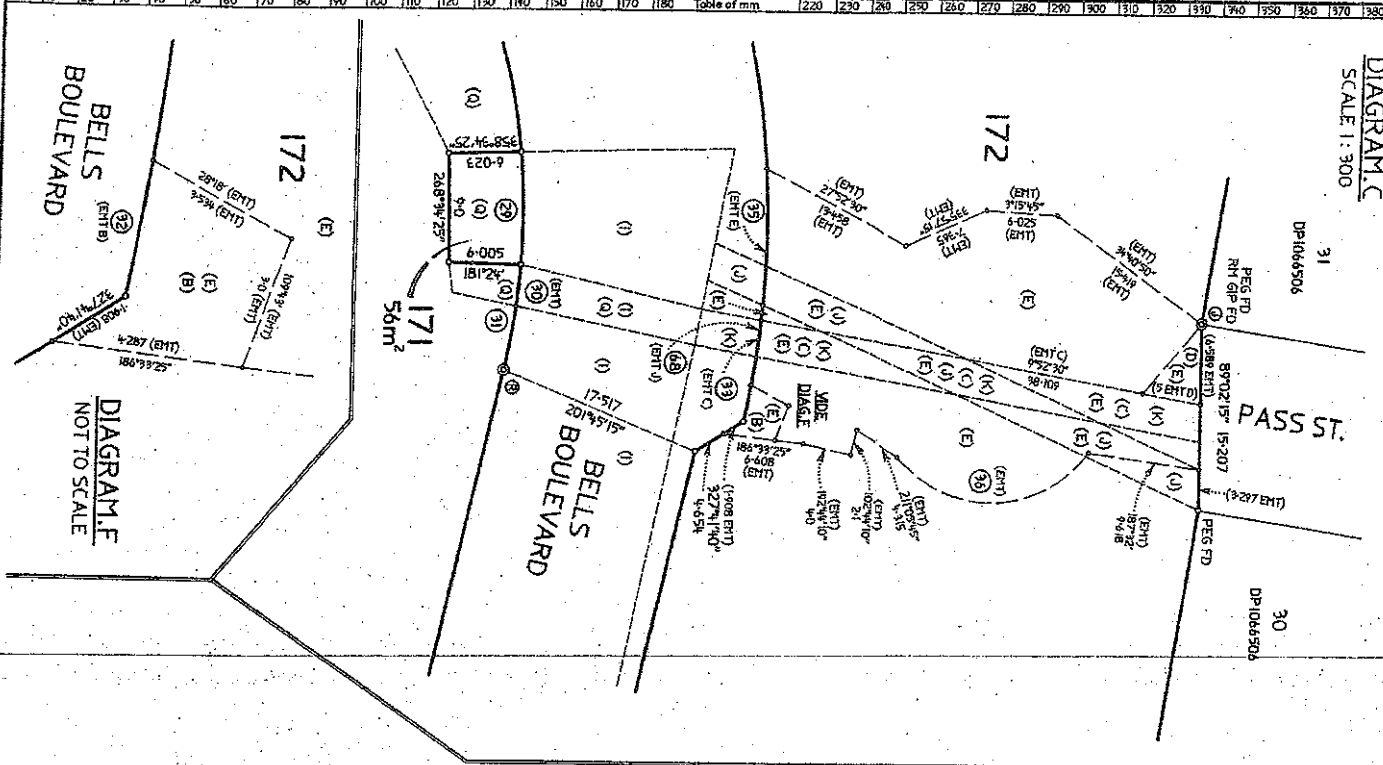
This is sheet 2 of my plan in 4 sheets covered by subdivisions certificate No. of SCOP10094

Authorised Person / Licensed Surveyor / Professional Engineer  
 For use where space is insufficient in any part of Plan Form 2

Reduction Ratio 1:1000

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

**DIAGRAM C**  
SCALE 1:300



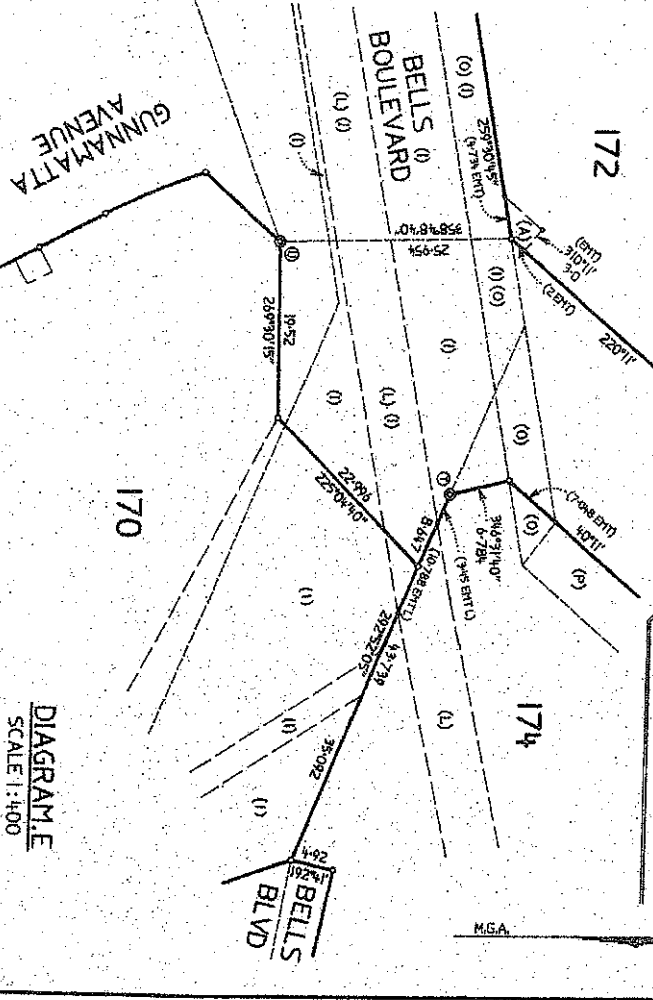
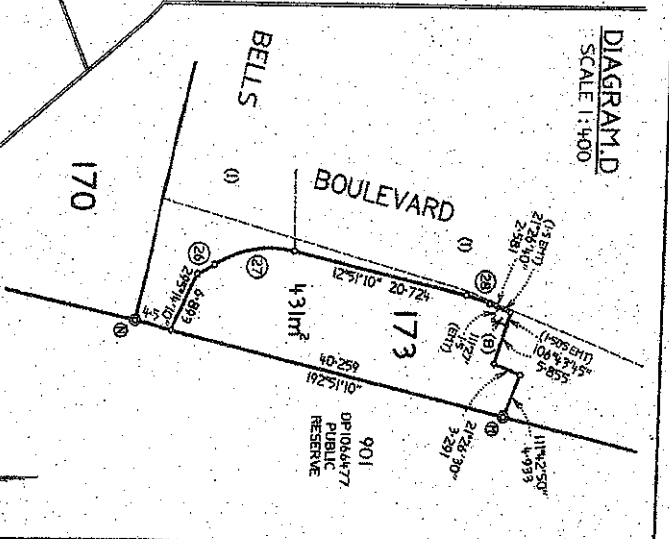
REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
1	26°02'	1.00	RM GP FD (DP1066477)
2	282°51'	1.00	RM GP
3	192°41'	1.00	RM GP
4	95°27'45"	5.799	RM DP & WINKS
5	92°08'25"	1/2 289	RM DP & WINKS
6	127°55'	6.914	RM DP & WINKS
7	155°25'40"	17.142	RM DP & WINKS

- CURVED BOUNDARIES
- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
  - (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
  - (C) EASEMENT FOR WATER SUPPLY 3 WIDE
  - (D) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
  - (E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
  - (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
  - (G) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
  - (H) EASEMENT TO DRAIN WATER 3 WIDE (DP1066477)
  - (I) EASEMENT TO DRAIN SEWAGE 4.67 WIDE (DP1066477)
  - (J) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
  - (K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
  - (L) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1066477)

LINE	CHORD	BEARING	DIST.	RADIUS	ARC LENGTH
26	332°38'45"	23228	12485	2221	
27	350°19'30"	9473	12485	9177	
28	170°9'	2968	12485	12485	
29	88°33'45"	9206	12485	2307	
30	95°22'	3415	549	3415	
31	98°08'05"	8709	549	8716	
32	280°21'25"	304	76496	304	
33	278°21'10"	839	76496	8395	
35	273°40'50"	20805	76496	20877	
36	178°05'25"	16316	105	18486	
68	277°31'15"	9428	76496	9434	

**DIAGRAM D**  
SCALE 1:400



**DIAGRAM E**  
SCALE 1:400

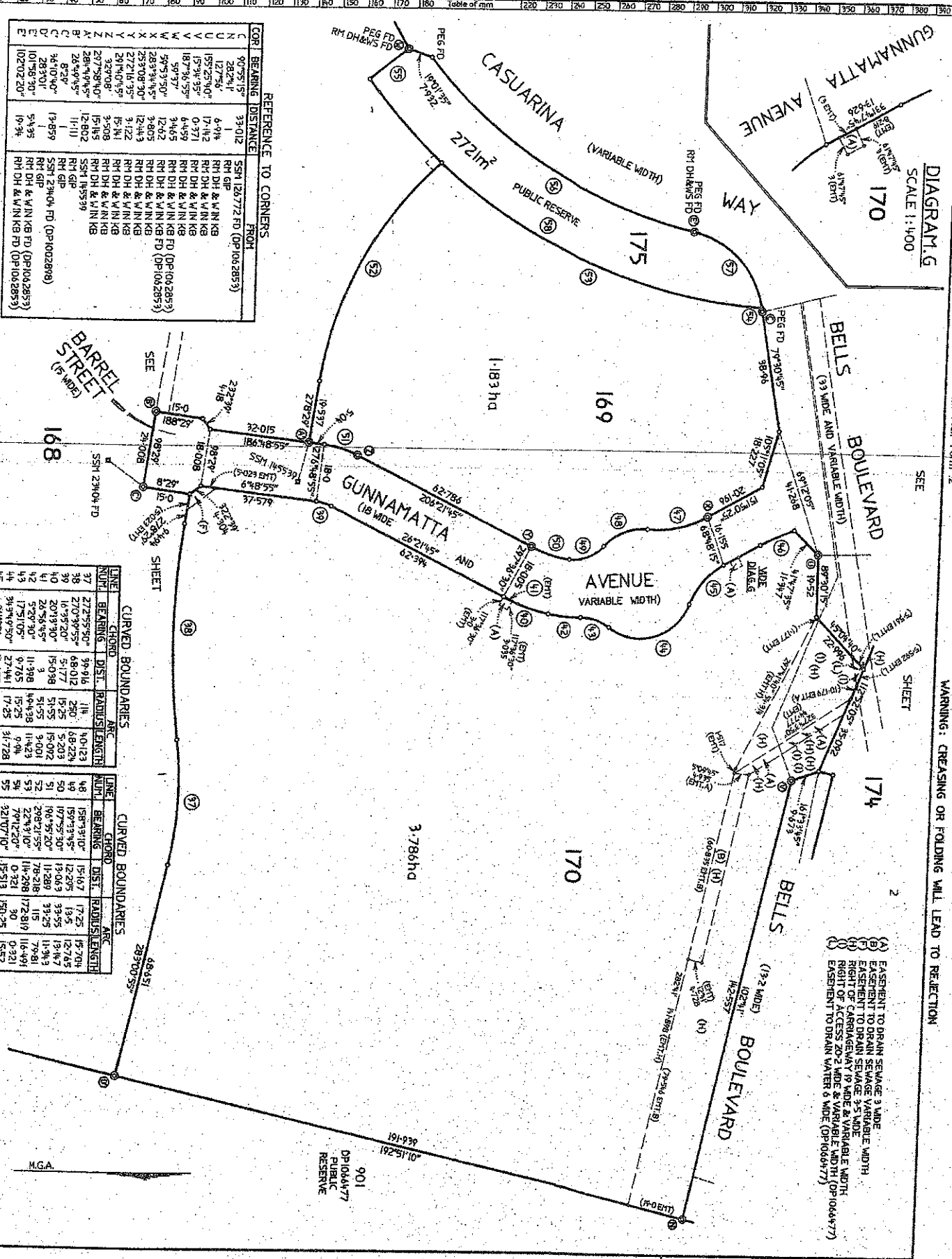
DP1075495  
Registered: 15.11.2004  
This is sheet 3 of my plan in 4 sheets dated 27/9/2004  
Surveyor registered under Surveying Act, 2002  
This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. of SC0410094  
For use where shown in instrument in any form on Plan Form 2

Plan drawing only to appear in this space

Reduction Ratio 1: WIDE DIAGRAMS

DIAGRAM G  
SCALE 1:1000

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION



- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (C) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- (D) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH
- (E) EASEMENT TO DRAIN WATER 6 WIDE (DP10046477)

REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
C	90°55'15"	33.012	SSM 126772 FD (DP10628553)
N	282°41'		RM GP
U	127°56'		RM DH & WLN KB
V	155°25'30"		RM DH & WLN KB
W	15°36'35"		RM DH & WLN KB
X	187°36'55"		RM DH & WLN KB
Y	59°37'		RM DH & WLN KB
Z	329°08'		RM DH & WLN KB
A	283°34'45"		RM DH & WLN KB
B	284°49'45"		RM DH & WLN KB
C	26°49'45"		SSM 145539
D	8°29'		RM GP
E	34°10'40"		SSM 23404 FD (DP1062848)
F	107°56'30"		RM GP
G	107°56'30"		RM DH & WLN KB FD (DP10628553)
H	107°56'30"		RM DH & WLN KB FD (DP10628553)
I	107°56'30"		RM DH & WLN KB FD (DP10628553)
J	107°56'30"		RM DH & WLN KB FD (DP10628553)
K	107°56'30"		RM DH & WLN KB FD (DP10628553)
L	107°56'30"		RM DH & WLN KB FD (DP10628553)
M	107°56'30"		RM DH & WLN KB FD (DP10628553)
N	107°56'30"		RM DH & WLN KB FD (DP10628553)
O	107°56'30"		RM DH & WLN KB FD (DP10628553)
P	107°56'30"		RM DH & WLN KB FD (DP10628553)
Q	107°56'30"		RM DH & WLN KB FD (DP10628553)
R	107°56'30"		RM DH & WLN KB FD (DP10628553)
S	107°56'30"		RM DH & WLN KB FD (DP10628553)
T	107°56'30"		RM DH & WLN KB FD (DP10628553)
U	107°56'30"		RM DH & WLN KB FD (DP10628553)
V	107°56'30"		RM DH & WLN KB FD (DP10628553)
W	107°56'30"		RM DH & WLN KB FD (DP10628553)
X	107°56'30"		RM DH & WLN KB FD (DP10628553)
Y	107°56'30"		RM DH & WLN KB FD (DP10628553)
Z	107°56'30"		RM DH & WLN KB FD (DP10628553)

CURVED BOUNDARIES

LINE	CHORD	DIST.	RADIUS	ARC LENGTH
37	272°55'30"	39.916	114	101.123
38	270°39'55"	68.012	280	68.224
39	16°35'20"	5.177	15.25	5.203
40	20°19'30"	15.038	51.55	15.092
41	28°58'45"	3	44.38	4.004
42	17°51'05"	11.388	44.38	11.423
43	17°51'05"	9.765	15.25	9.94
44	34°10'40"	27.441	17.25	31.728
45	31°12'28"	18.675	24	17.03
46	168°11'15"	11.903	71	11.917
47	20°32'4"	38	20.504	

CURVED BOUNDARIES

LINE	CHORD	DIST.	RADIUS	ARC LENGTH
48	158°13'10"	15.167	17.25	15.704
49	159°13'45"	12.505	13.5	12.745
50	197°55'30"	13.063	33.25	13.167
51	196°56'20"	11.288	33.25	11.913
52	298°21'55"	78.218	115	79.81
53	22°43'10"	0.321	30	0.321
54	79°12'20"	114.288	172.819	114.491
55	321°07'10"	15.513	150.25	15.52
56	158°13'45"	101.1766	185	103.84
57	45°29'10"	33.014	30	31.991
58	208°14'25"	184.97	172.819	181.803

DP1075495  
 Registered under the Land Use Management Act 2002  
 This is sheet 4 of my plan in 4 sheets dated 27/9/2004  
 Surveyor registered under Surveying Act, 2002  
 This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SCOT10094  
 For use where space is insufficient in any point on Plan Form 2  
 Authorised Person  
 Reduction Ratio 1:800

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

(Sheet 1 of 3 sheets)

**DP1075495**

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

Full name and address of  
Owner of the land

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

Full name and address of  
mortgagee of the land:

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

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

**Part 1 (Creation)**

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

**Part 2 (Terms)**

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

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

# DP1075495

(Sheet 2 of 3 sheets)

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

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

Tweed Shire Council

Executed by South Kingscliff  
Developments Pty Ltd ACN 098 968 266



*[Signature]*  
Sole Director and Sole Secretary

*Brian Ray*  
Print Name

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

and \_\_\_\_\_  
under Power of Attorney Number  
702762616 Book 16288 No 968

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

*[Signature]*  
Witness **PAUL ROBERT RYS**

*[Signature]*  
Attorney **GREGORY DAVID RAMSAY**  
STATE MANAGER

*[Signature]*  
Attorney **ANDREW FRANCIS OAKES**  
ADMINISTRATION MANAGER

*Paul Robert Rys*  
Print Name

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

JUSTICE OF THE PEACE / COM DEC 2117

*[Handwritten initials]*

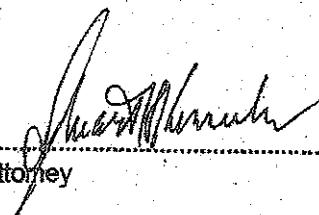
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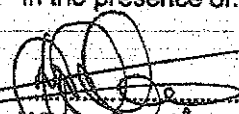
Executed by City Pacific Limited ACN )  
079 453 955 by its duly appointed )  
attorneys Stuart Handley Kissick )

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

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

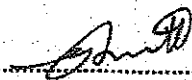
  
.....  
Attorney

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Attorney

  
Witness Matthew Williams

Matthew Williams  
Print Name

34-36 Glenferrie Drive  
Address Robina, QLD, 4226

  
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Tweed Shire Council  
Authorised Person/General Manger





AM633001Q

Substitute Dealing  
Time: 12  
Date: 28/9/17  
CSB2

**CONSOLIDATION/  
CHANGE OF BY-LAW!**  
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/SP76024	
(B) LODGED BY	Document Collection Box 1089X	Name, Address or DX, Telephone, and Customer Account Number if any V. J. RALPH & CO 123786S 1089X CITY LEGAL SERVICES
	Reference: 1763368	CODE CH

- (C) The Owners-Strata Plan No 76024 certify that a special resolution was passed on 5 May 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 Not Applicable  
Amended by-law No New By-Law No 56.7  
as fully set out below.
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 76024 was affixed on 25/9/17 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal.—

Signature(s): [Signature]  
 Name(s): STEVE AUSTINE  
 Authority: STRATA MANAGER  
 Signature(s): \_\_\_\_\_  
 Name(s): \_\_\_\_\_  
 Authority: \_\_\_\_\_



**ANNEXURE 'A'**

THIS IS ANNEXURE 'A' referred to in Change of By-Law dated ~~27 July 2017~~ <sup>25 September 2017</sup>.

**1. Vehicles**

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

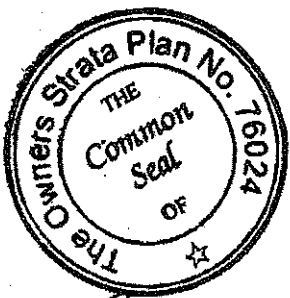
**2. Private Roads and Other Common Property**

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

- 2.1 Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 Permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 Permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

**3. Visitors' Car Park**

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



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**4. Obstruction**

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

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

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

**6. Damage to Common Property**

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

**7. Use of Recreation Facilities**

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

- 7.1 That his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 7.2 That children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.3 That glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 7.4 That he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.5 That no use is made of the Recreation Facilities between the

hours of 10.00pm and 6.00am or other hours set from time to time by the Executive Committee;

- 7.6 That the owner or occupier and their invitees and guests are suitably attired at all times.
- 7.7 That the owner or occupier and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Caretaker.

**8. Rules re Recreation Facilities**

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

**9. Maintenance of Recreation Facilities**

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

**10. Instructions to Contractors etc**

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

**11. Depositing Rubbish etc on Common Property**

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

**12. Garbage Disposal**

An owner or occupier of a lot shall:

- 12.1 Save where the Executive Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Executive Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 12.3 Ensure that the health, hygiene and comfort of the owner or

occupier of any other lot is not adversely affected by his disposal of garbage; and

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

**13. Appearance of Buildings and Signs**

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

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

**14. Inflammable Liquids, Gases or Other Materials**

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

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

- 14.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbeque (being gas, electric or any other kind).

**15. Keeping of Animals**

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

**16. Auction Sales**

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

**17. Right of Entry**

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

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

**18. Noise**

18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any

time of day or night. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.

- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Parcel, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a Lot returns to the lot late at night or early morning hours.
- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Parcel any radio, two-way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

## 19. Infectious Diseases

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

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**20. Fences, Pergolas, Screens, External Blinds or Awnings**

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

**21. Structural Alterations to the Interior of Lots**

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

**22. Fire Control**

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;
- (b) The Owner's Corporation or an owner or occupier of a lot must, in respect of the Parcel or the lot, as appropriate:
  - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the lot;
  - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the lot is to the satisfaction of all relevant authorities; and
  - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the lot including allowing



appropriate Authorities to inspect and/or test the fire prevention equipment.

**23 Maintenance Responsibility of Alterations to Common Property**

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

**24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings")**

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

**25. Maintenance of Common Property and the Lots**

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

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

- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Executive Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Executive Committee adequately maintain the lot within the time stipulated in the notice, the Executive Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Executive Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Executive Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 Replacement of Glass. Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Owner's Corporation insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

## 26. Taps

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

## 27. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from

misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

## **28. Behaviour of Invitees**

- 28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 28.2 The owner or occupier of a lot shall be liable to compensate the Owner's Corporation in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws
- 28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 28.5 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Owner's Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

## **29. Notice of Defect**

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

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### 30. Display Unit

- 30.1 While the Original Owner remains an owner, lessee or licensee of any lot in the Strata Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Strata Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the lot or lots and may conduct an auction sale from such lot.
- 30.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or materials shall not be more than is reasonably necessary and the quality and content of such material must be tasteful and of a high quality.
- 30.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1 full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day. During those times, the Owner's Corporation shall ensure that all security doors and gates which restrict access to the Strata Scheme or other parts of the common property, shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

### 31 Use of Lots

- 31.1 All lots shall only be used in accordance with the law.
- 31.2 Lot 166 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-Laws as the management and letting services).
- 31.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.
- 31.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.

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

### **32. Functions of Owner's Corporation**

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

- (a) Provide, for the benefit of owners and occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property;
- (b) For the benefit of owners and occupiers authorise a person or entity to offer services to lot owners, on a voluntary basis, including a letting service;
- (c) For the benefit of owners and occupiers, provide or contribute to the costs of providing surf lifesaving services to any pool on the Parcel and/or the beach adjoining or near the Parcel and for that purpose enter into arrangements or agreements with any appropriate person, entity or body;
- (d) For the benefit of owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and
- (e) For the benefit of owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

### **33. PABX Cabling**

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

### **34. Executive Committee May Employ**

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

**35. Correspondence**

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

**36. Requests to the Secretary**

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

**37. Notices**

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

**38. Copy of By-Laws to be Produced Upon Request**

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

**39. Power of Executive Committee**

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

**40. Recovery of Costs**

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

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

of the Owner's Corporation;

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

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

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

#### 41. Recovery by Owner's Corporation

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

#### 42. Cable TV

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

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

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

**43. Joint Liability**

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

**44. Security**

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

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

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

**45. Aerials**

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



**46. Repairs**

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

**47. Illegal Use of Lots Prohibited**

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

**48. Signs**

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

**49. Power to Enter into Licence Agreements**

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

**50. Liquor Licence Deed**

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

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

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

- 
- 51.2 The Owner's Corporation may enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase and administration of the Utility Services ("Utilities Manager").
- 51.3 Subject to By-Law 51.19, the Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.
- 51.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.
- 51.5 Subject to this By-Law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.
- 51.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-Law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.
- 51.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 51.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.
- 51.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.

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- 51.10 Subject to By-Law 51.19, the Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied. By-Laws 40 and 43 apply to such payments.
- 51.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:
- (a) The agreement with the Supplier is terminated;
  - (b) The Supplier does not provide the Utility Service to the Owner's Corporation for any reason;
  - (c) The Consumer does not pay for the supply of the Utility Service by the due date.
- 51.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 51.13 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-Law and the Terms of Supply.
- 51.14 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 51.15 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a lot to inspect any installations.
- 51.16 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.

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

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

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

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

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

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

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

**52. Exclusive Use - Car Parking Areas**

- 52.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 52.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of car parking only.
- 52.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-law provided that the owner shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally, keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.
- 52.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**53. Exclusive Use - Storage Areas**

- 53.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 53.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of storage only.
- 53.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.

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

**54. Special Privileges**

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

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

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

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Obligation of Owner/Occupier to Maintain
Lot 166	Lobby area (SP1)	Erection and maintenance of a concierge desk, bell desk, sales desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages, computer/internet terminal(s)	To keep area clean and tidy including repairing any damage resulting from owners/occupiers use of the area.

Lot 165	Port cochere (SP2)	Erection and maintenance of a concierge desk, bell desk, sales desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages,	To keep area clean and tidy including repairing any damage resulting from owners/occupiers use of the area.
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## 55. Special Privilege for Caretaker/Letting Agent

- 55.1 The owner from time to time of Lot 166 ("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 Jetting of lots in the Strata Scheme ("a Letting Business"). No owner or occupier other than the owner or occupier of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.
- 55.2 The owner for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Executive Committee for the display of signs offering for lease or sale any lots in the Strata Scheme, all signs shall be of a size and quality and contain material approved by the Executive Committee, acting reasonably.
- 55.3 This By-Law does not prevent: -
- (a) An owner from letting or selling their own lot; or
  - (c) The normal and usual activities of a bona fide real estate agent engaged by an owner to let or sell the owner's lot.
- 55.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-Law 55.2 properly maintained and in a state of good and serviceable repair.

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## 56. Strata Management Statement

- 56.1 The Strata Management Statement is an essential document for the management of the Strata Scheme. It contains rules (In addition to these By-Laws) that the Owner's Corporation and each Owner and Occupier must comply with.
- 56.2 Each Owner and Occupier must comply on time and at their cost with the Strata Management Statement.
- 56.3 The Owner's Corporation must comply on time and at its cost with the Strata Management Statement.
- 56.4 Nothing in the By-Laws gives any Owner, Occupier or the Owner's Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.
- 56.5 A consent under the By-Laws does not relieve an Owner, Occupier or the Owner's Corporation from obligations to obtain necessary consents under the Strata Management Statement.
- 56.6 If there is an inconsistency between the Strata Management Statement and the By-Laws, the Strata Management Statement prevails.
- 56.7 The Strata Committee is empowered to appoint the representative for SP 76024 to the Building Management Committee on behalf of the Owners Corporation.

## 57. Definitions

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

"Act" means the Strata Schemes Management Act 1996;

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

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

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

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



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

"Owner's Corporation" means The Owner's - Strata Plan Number 76024.

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

"Regulation" means the Strata Schemes Management Regulation 1997.

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

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

### SCHEDULE 1 Exclusive Use Car Parking Areas and Storage Areas

First Column - Lot	Second Column - Car parking Area	Third Column - Storage Area
1	E1	Not Applicable
2	E2	Not Applicable
3	E3	Not Applicable
4	E4	Not Applicable
5	E5	Not Applicable
6	E6	Not Applicable
7	E7	Not Applicable
8	E8	Not Applicable
9	E9	Not Applicable
10	E10	Not Applicable
11	E11	Not Applicable
12	E12	Not Applicable
13	E13	Not Applicable
14	E14	Not Applicable
15	E15	Not Applicable
16	E16	Not Applicable
17	E17	Not Applicable
18	E18	Not Applicable
19	E19	Not Applicable
20	E20	Not Applicable
21	E21	Not Applicable
22	E22	Not Applicable
23	E23	Not Applicable
24	E24	Not Applicable
25	E25	Not Applicable
26	E26	Not Applicable
27	E27	Not Applicable
28	E28	Not Applicable
29	E29	Not Applicable
30	E30	Not Applicable
31	E31	Not Applicable
32	E32	Not Applicable
33	E33	Not Applicable
34	E34	Not Applicable
35	E35	Not Applicable
36	E36	Not Applicable
37	E37	Not Applicable
38	E38	Not Applicable
39	E39	Not Applicable
40	E40	Not Applicable
41	E41	Not Applicable
42	E42	Not Applicable

43	E43	Not Applicable
44	E44	Not Applicable
45	E45	Not Applicable
46	E46	Not Applicable
47	E47	Not Applicable
48	E48	Not Applicable
49	E49	Not Applicable
50	E50	Not Applicable
51	E51	Not Applicable
52	E52	Not Applicable
53	E53	Not Applicable
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96	E96	Not Applicable
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100	E100	Not Applicable
101	E101	Not Applicable
102	E102	Not Applicable
103	E103	Not Applicable
104	E104	Not Applicable
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106	E106	Not Applicable
107	E107	Not Applicable
108	E108	Not Applicable
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111	E111	Not Applicable
112	E112	Not Applicable
113	E113	Not Applicable

114	E114	Not Applicable
115	E115	Not Applicable
116	E116	Not Applicable
117	E117	Not Applicable
118	E118	Not Applicable
119	E119	Not Applicable
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122	E122	Not Applicable
123	E123	Not Applicable
124	E124	Not Applicable
125	E125	Not Applicable
126	E126	Not Applicable
127	E127	Not Applicable
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132	E132	Not Applicable
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135	E135	Not Applicable
136	E136	Not Applicable
137	E137	Not Applicable
138	E138	Not Applicable
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140	E140	Not Applicable
141	E141	Not Applicable
142	E142	Not Applicable
143	E143	Not Applicable
144	E144	Not Applicable
145	E145	Not Applicable
146	E146	Not Applicable
147	E147	Not Applicable
148	E148	Not Applicable
149	E149	Not Applicable
150	E150	Not Applicable
151	E151	Not Applicable
152	E152	Not Applicable
153	E153	Not Applicable
154	E154	Not Applicable
155	E155	Not Applicable
156	E156	Not Applicable
157	E157	Not Applicable
158	E158	Not Applicable
159	E159	Not Applicable
160	E160	Not Applicable
161	E161	Not Applicable
162	E162	Not Applicable
163	E163	Not Applicable
164	E164	Not Applicable
165	E165	Not Applicable

### SPECIAL BY-LAW 1 – Electronic Delivery of Notices

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



*[Handwritten signature]*

Approved Form 10

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

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the \* Strata Schemes (Freehold Development) Act 1973, \* Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 76024 hereby certifies that in respect of the strata scheme based on Strata Plan No. 76024.....

\* (a) the initial period, as defined by that Act, expired before:

~~\* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 9(3)(b) \* section 11(2)(b).~~

~~\* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 13(2)(a) \* section 16(2)(a).~~

\* issue by the owners corporation on 5 May 2017 certificate referred to in Clause (E) remove from "Added by-law No" and insert at "Amended by-law No" - New By-Law No 56.7.

\* (b) at the date of issue of a certificate referred to in section \* 9(3)(b); \* 13(2)(a) or \* 28(4)(a) \* section 11(2)(b); \* 16(2)(a) or \* 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of Owners - Strata Plan No 76024 was hereunto affixed on 25/9/17.

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

*John*

\* Strike out whichever is inapplicable.



Form: 15CH  
Release: 2.1  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Baker Mannering & Hart

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



AP203890D

**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/SP76024	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any V. J. RALPH & CO 123786S 1089X CITY LEGAL SERVICES
	Reference: 20191163	CODE <b>CH</b>

- (C) The Owners-Strata Plan No 76024 certify that a special resolution was passed on 16 October 2018
- (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                Not applicable  
Amended by-law No            1 to 59  
as fully set out below:  
Annexure A has been numbered.
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 76024 was affixed on 5/4/19 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: *Paul Curtis*

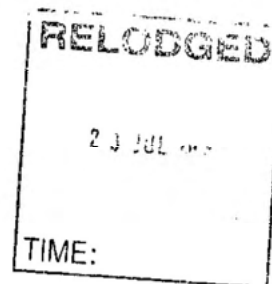
Name: *Paul Curtis*

Authority: *Strata Manager*

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

Name:

Authority:



OFF COBL AN91712  
ON COBL

## **ANNEXURE A**

### **STRATA PLAN 76024 – STRATA BYLAWS**

**1. Vehicles.**

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

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

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

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

**3. Visitors' Car Park.**

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

**4. Obstruction.**

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

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

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

**6. Damage to Common Property.**

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Owner's Corporation assets

except with the consent in writing of the Executive Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Executive Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Executive Committee reserves the right to enter and fasten the same if left insecurely fastened.

**7. Use of Recreation Facilities.**

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

- 7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Executive Committee;
- 7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.
- 7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Caretaker.

**8. Rules re Recreation Facilities.**

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

**9. Maintenance of Recreation Facilities.**

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

**10. Instructions to Contractors etc.**

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

**11. Depositing Rubbish etc on Common Property.**

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



**12. Garbage Disposal.**

An owner or occupier of a lot shall:

- 12.1 save where the Executive Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Executive Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 12.4 use the recycle bins or receptacles (if any) that may be provided by the Owner's Corporation and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

**13. Appearance of Buildings and Signs.**

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

**14. Inflammable Liquids, Gases or Other Materials.**

- 14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force;
- 14.2 An owner of a lot shall not, except with the consent in writing of the Executive Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 14.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbeque (being gas, electric or any other kind).

**15. Keeping of Animals.**

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

**16. Auction Sales.**

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

**17. Right of Entry.**

- 17.1 An owner or occupier, upon receiving reasonable notice from the Executive Committee, shall allow the Owner's Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other utilities, system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Regulation.
- 17.2 If in the reasonable opinion of the Executive Committee or the Caretaker (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Executive Committee or Caretaker (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Regulation.

**18. Noise.**

- 18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Parcel, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

**19. Infectious Diseases.**

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

of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**20. Fences, Pergolas, Screens, External Blinds or Awnings.**

- 20.1** Subject to bylaw 20.2, an owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this By-Law may be forthwith removed with or without notice by the Owner's Corporation, the Caretaker and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the Original Owner.
- 20.2** The Strata Committee may approve the installation of security screens on sliding doors and opening windows and may impose conditions on such approvals including conditions relating to colour, design, materials, construction and brand.
- 20.3** The lot owner is responsible for all ongoing maintenance and replacement of any approved additions under this by-law.

**21. Structural Alterations to the Interior of Lots.**

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

**22. Fire Control.**

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;
- (b) The Owner's Corporation or an owner or occupier of a lot must, in respect of the Parcel or the lot, as appropriate:
- (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the lot;
  - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the lot is to the satisfaction of all relevant authorities; and
  - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the lot including allowing appropriate Authorities to inspect and/or test the fire prevention equipment.

**23 Maintenance Responsibility of Alterations to Common Property.**

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

**24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").**

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

**25. Maintenance of Common Property and the Lots.**

- 25.1 The Owner's Corporation shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Owner's Corporation assets.
- 25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Owner's Corporation pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.
- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Executive Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Executive Committee adequately maintain the lot within the time stipulated in the notice, the Executive Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Executive Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Executive Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Owner's Corporation insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

**26. Taps.**

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

**27. Water Closets.**

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

**28. Behaviour of Invitees.**

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

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

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

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

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

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

**29. Notice of Defect.**

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

**30. Display Unit.**

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

- 30.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or materials shall not be more than is reasonably necessary and the quality and content of such material must be tasteful and of a high quality.
- 30.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1 full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day. During those times, the Owner's Corporation shall ensure that all security doors and gates which restrict access to the Strata Scheme or other parts of the common property, shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

### **31. Use of Lots.**

- 31.1 All lots shall only be used in accordance with the law.
- 31.2 Lot 166 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-Laws as the management and letting services).
- 31.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.
- 31.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.
- 31.5 Any lot nominated by the Original Owner from time to time may be used for commercial purposes.

### **32. Functions of Owner's Corporation**

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

- (a) provide, for the benefit of owners and occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property;
- (b) for the benefit of owners and occupiers authorise a person or entity to offer services to lot owners, on a voluntary basis, including a letting service;
- (c) for the benefit of owners and occupiers, provide or contribute to the costs of providing surf lifesaving services to any pool on the Parcel and/or the beach adjoining or near the Parcel and for that purpose enter into arrangements or agreements with any appropriate person, entity or body;
- (d) for the benefit of owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and
- (e) for the benefit of owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

### **33. PABX Cabling**

The Caretaker of the Strata Scheme will be entitled to operate a PABX telephone facility or similar facility within the Strata Scheme and for that purpose will continue to have a licence to install, lay, use, repair,

maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Common Property. The Owner's Corporation shall not interfere with the operation of this facility.

**34. Executive Committee may Employ.**

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

**35. Correspondence.**

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

**36. Requests to the Secretary.**

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

**37. Notices.**

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

**38. Copy of By-Laws to be Produced Upon Request.**

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

**39. Power of Executive Committee.**

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

**40. Recovery of Costs.**

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

- (i) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-Laws of the Owner's Corporation;
- (ii) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

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

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

**41. Recovery by Owner's Corporation**

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

**42. Cable TV**

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

- 42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to cable television or other telecommunication service or allow a person to access a Lot for maintaining and repairing such equipment;
- 42.2 provide a supply of electricity, at the cost of the Owner's Corporation, if needed for any component to the cable television or other telecommunication service facility that is installed on the Common Property.

**43. Joint Liability**

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

**44. Security**

- 44.1 All security equipment installed on common property and used in connection with the provision of security for the Strata Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Owner's Corporation. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Owner's Corporation and shall be repaired and maintained at the cost and expense of the Owner's Corporation.
- 44.2 In no circumstances shall the Owner's Corporation be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Owner's Corporation to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Owner's Corporation by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.
- 44.3 The Executive Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Strata Scheme. Such rules and regulations



shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Owner's Corporation in general meeting.

**45. Aerials**

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

**46. Repairs**

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

**47. Illegal Use of Lots Prohibited**

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

**48. Signs**

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

**49. Power to Enter into Licence Agreements**

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

**50. Liquor Licence Deed**

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

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

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

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

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

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

- 51.5 Subject to this By-Law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.
- 51.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-Law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.
- 51.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 51.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.
- 51.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 51.10 Subject to By-Law 51.19, the Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied. By-Laws 40 and 43 apply to such payments.
- 51.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:
- (a) the agreement with the Supplier is terminated;
  - (b) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or
  - (c) the Consumer does not pay for the supply of the Utility Service by the due date.
- 51.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 51.13 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-Law and the Terms of Supply.
- 51.14 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 51.15 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a lot to inspect any installations.

- 51.16 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.
- 51.17 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.
- 51.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.
- 51.19 (a) If a Lot owner has a current agreement with the Letting Agent in respect of the letting of the Lot by the Letting Agent, then the Lot owner acknowledges that any Utility Services supplied to the Lot will not be separately metered or measured, but that the costs of supplying the Utility Services to the Lot will be pooled with the costs of supplying Utility Services to other lots who also have current agreements with the Letting Agent in the manner specified in the agreement with the Letting Agent and will be paid by the Letting Agent from revenue attributable to the Lot under the agreement with the Letting Agent.
- (b) If an owner does not have a current agreement with the Letting Agent in respect of the letting of the Lot, then the Owner's Corporation shall, at the cost of the Lot owner install a sub-meter to measure the amount each Utility Service consumed by the owner or occupier of the Lot and the Owner's Corporation shall render accounts to the owner or occupier of the Lot for the amount of the Utility Service consumed by the Lot.
- 51.20 Any account delivered by the Owner's Corporation to an individual Lot owner under By-Law 51.19(b) shall be paid by the owner within 14 days of delivery of such account. In the event that a proper account for the supply of a Utility Service is not paid by the due date for payment, then the Owner's Corporation shall be entitled to:
- (a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
- (b) disconnect the supply of the Utility Service to the relevant lot.

**52. Exclusive Use - Carparking Areas**

- 52.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 52.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of carparking only.
- 52.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.
- 52.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**53. Exclusive Use - Storage Areas**

- 53.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 53.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of storage only.
- 53.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.
- 53.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**54. Special Privileges**

- 54.1 The owner or occupier for the time being of a lot specified in the first column of the schedule below shall have special privileges in respect of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "B".
- 54.2 The owner and occupier of a lot that has the special privileges in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.
- 54.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which an owner or occupier has special privileges in respect of under this By-Law subject to any obligations on the owner or occupier of a lot that has special privileges under this By-Law as set out in the fourth column of the schedule below.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Obligation of Owner/Occupier to Maintain
Lot 166	Lobby area (SP1)	Erection and maintenance of a concierge desk, bell desk, sales desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages, computer/internet terminal(s).	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Obligation of Owner/Occupier to Maintain
Lot 166	Port cochere (SP2)	Erection and maintenance of a concierge desk, bell desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages.	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.

**55. Special Privilege for Caretaker/Letting Agent**

- 55.1 The owner from time to time of Lot 166 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No owner or occupier other than the owner or occupier of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.
- 55.2 The owner for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Executive Committee for the display of signs offering for lease or sale any lots in the Strata Scheme. All signs shall be of a size and quality and contain material approved by the Executive Committee, acting reasonably.
- 55.3 This By-Law does not prevent:-
- (a) an owner from letting or selling their own lot; or
  - (b) the normal and usual activities of a bona fide real estate agent engaged by an owner to let or sell the owner's lot.
- 55.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-Law 55.2 properly maintained and in a state of good and serviceable repair.

**56. Strata Management Statement**

- 56.1 The Strata Management Statement is an essential document for the management of the Strata Scheme. It contains rules (in addition to these By-Laws) that the Owner's Corporation and each Owner and Occupier must comply with.
- 56.2 Each Owner and Occupier must comply on time and at their cost with the Strata Management Statement.
- 56.3 The Owner's Corporation must comply on time and at its cost with the Strata Management Statement.
- 56.4 Nothing in the By-Laws gives any Owner, Occupier or the Owner's Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.
- 56.5 A consent under the By-Laws does not relieve an Owner, Occupier or the Owner's Corporation from obligations to obtain necessary consents under the Strata Management Statement.
- 56.6 If there is an inconsistency between the Strata Management Statement and the By-Laws, the Strata Management Statement prevails.
- 56.7 The Strata Committee is empowered to appoint the representative for SP 76024 to the Building Management Committee on behalf of the Owners Corporation.

**57. Definitions**

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

"Act" means the Strata Schemes Management Act 1996;

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

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

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

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

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

"**Owner's Corporation**" means The Owner's - Strata Plan Number 76024.

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

"**Regulation**" means the Strata Schemes Management Regulation 1997.

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

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

#### **58. Smoke Penetration**

58.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

58.2 An owner or occupier of a lot must ensure that smoke caused by the 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.

#### **59. Electronic Delivery of Notices**

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

**SCHEDULE 1**  
**Exclusive Use Carparking Areas and Storage Areas**

First Column - Lot	Second Column – Carparking Area	Third Column – Storage Area
1	E1	Not Applicable
2	E2	Not Applicable
3	E3	Not Applicable
4	E4	Not Applicable
5	E5	Not Applicable
6	E6	Not Applicable
7	E7	Not Applicable
8	E8	Not Applicable
9	E9	Not Applicable
10	E10	Not Applicable
11	E11	Not Applicable
12	E12	Not Applicable
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53	E53	Not Applicable

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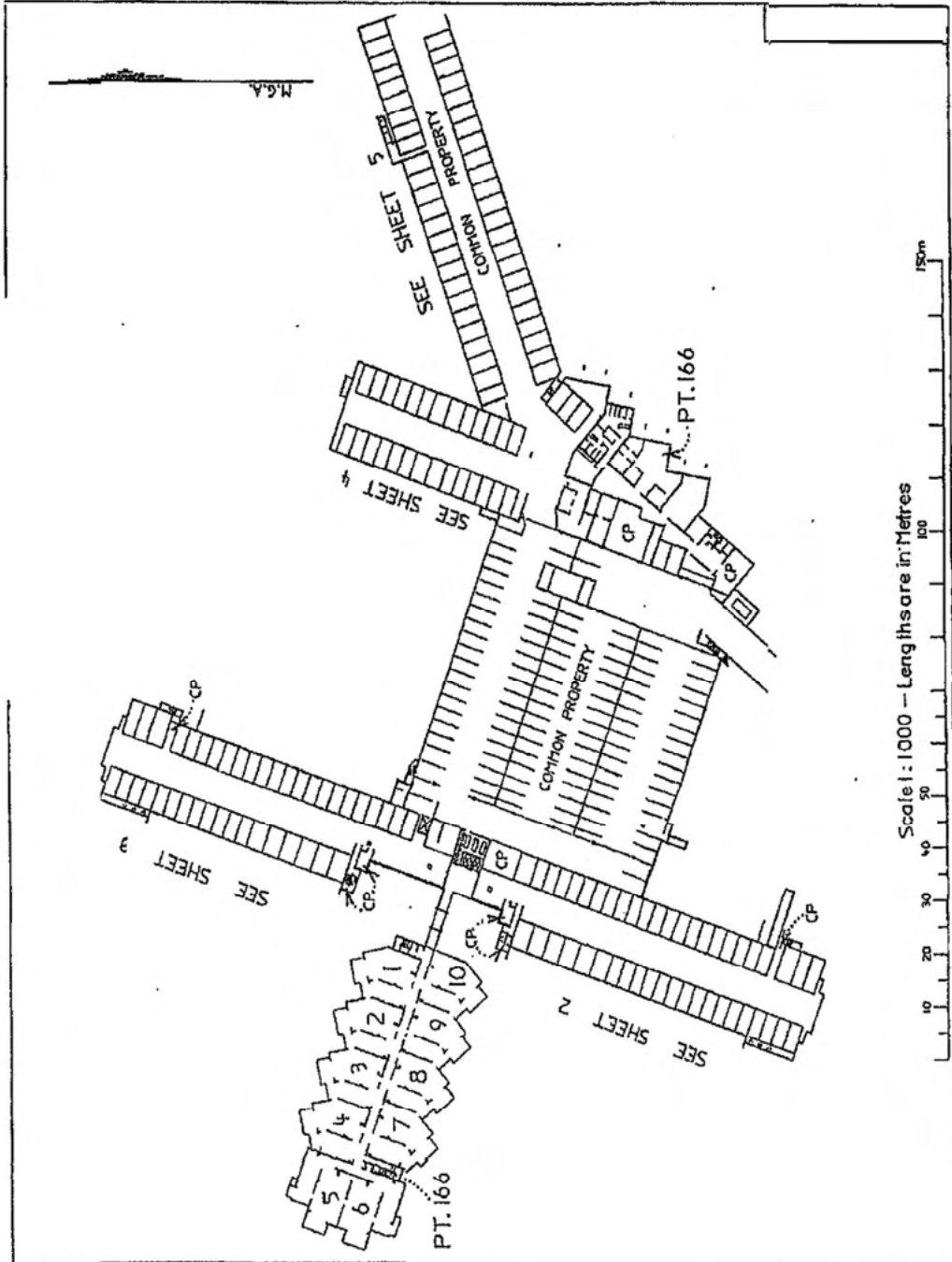


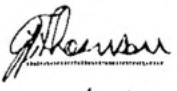

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160	E160	Not Applicable
161	E161	Not Applicable
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165	E165	Not Applicable

PLAN "A"

Exclusive Use Carparking Areas

SP76024

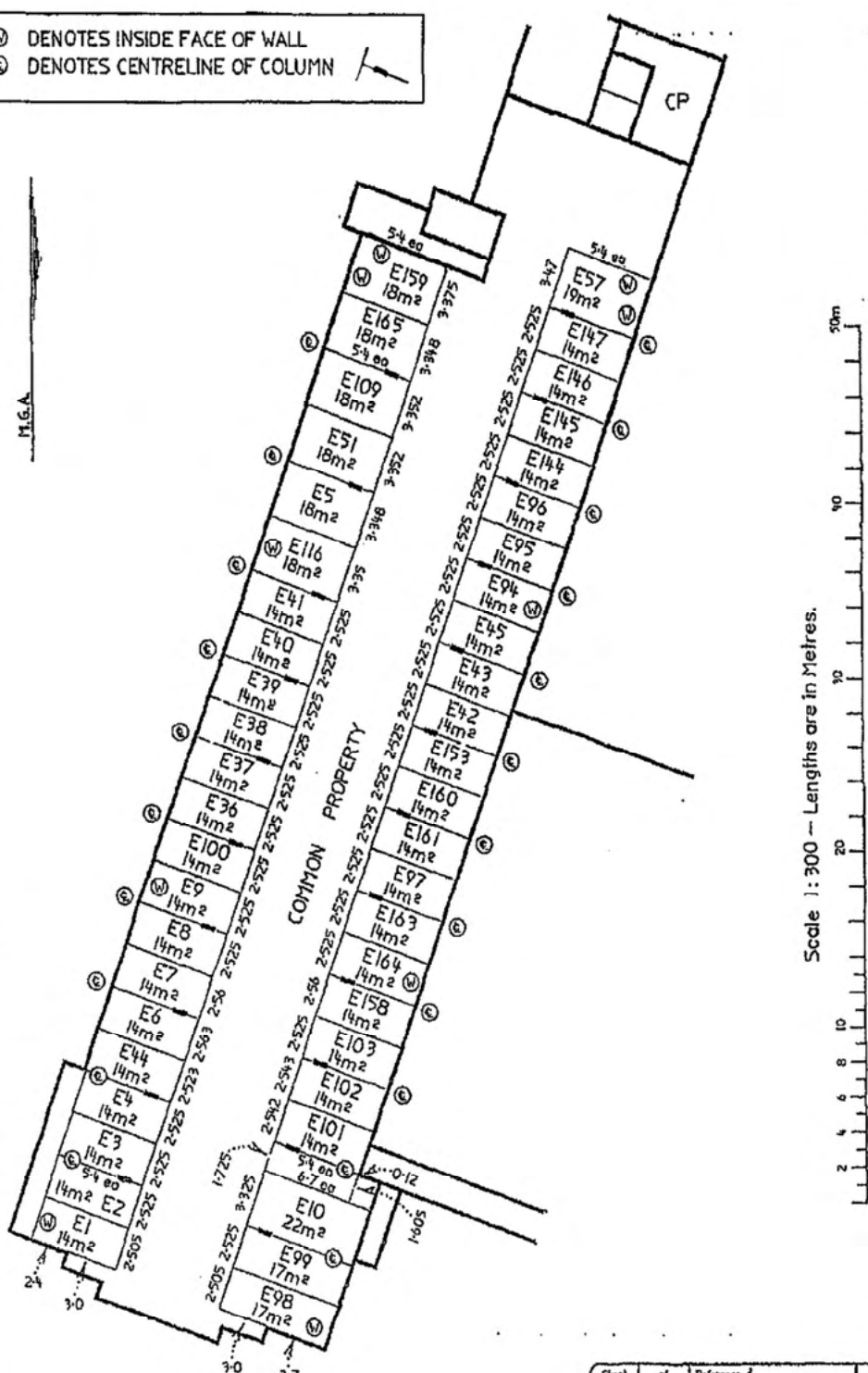


I, <b>Geoffrey James Houston</b> of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.   Date: 25/10/2005.	DATE: 20/10/2005 JOB NO: 8145 AUTOCAD: 8145-54B GEODOMP: N/A SURVEYED: RC CHECKED: BY: PARISH OF: Cudgen COUNTY OF: Rous Scale: 1:1000	Title: Plan of Exclusive Use Areas on Lower Ground Level in the Common Property in SP76024   <b>MICHEL</b> GROUP SERVICES A.C.I.A. 091 779 132 J.R.N. 82 614 021 025	3rd Level, 50 Cudgen Avenue Surfers Paradise QLD Australia 4217 Telephone 07 5529 0246 Facsimile 07 5628 6117  REGISTERED SURVEYORS AND SURVEYORS LAND, ENGINEERING & GPS SURVEYING HYDROGRAPHIC SURVEYING TOWN PLANNING SERVICES  Email: admin@michele.com.au Web Site: www.michel.com.au
	Sheet 1 of 5 Reference # 8145-54 B		

*Handwritten notes:* GP, JK 25/10/05

Sheet 22 of 28 Sheets

⊙ DENOTES INSIDE FACE OF WALL  
 ⊙ DENOTES CENTRELINE OF COLUMN



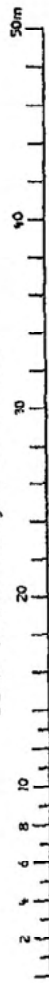
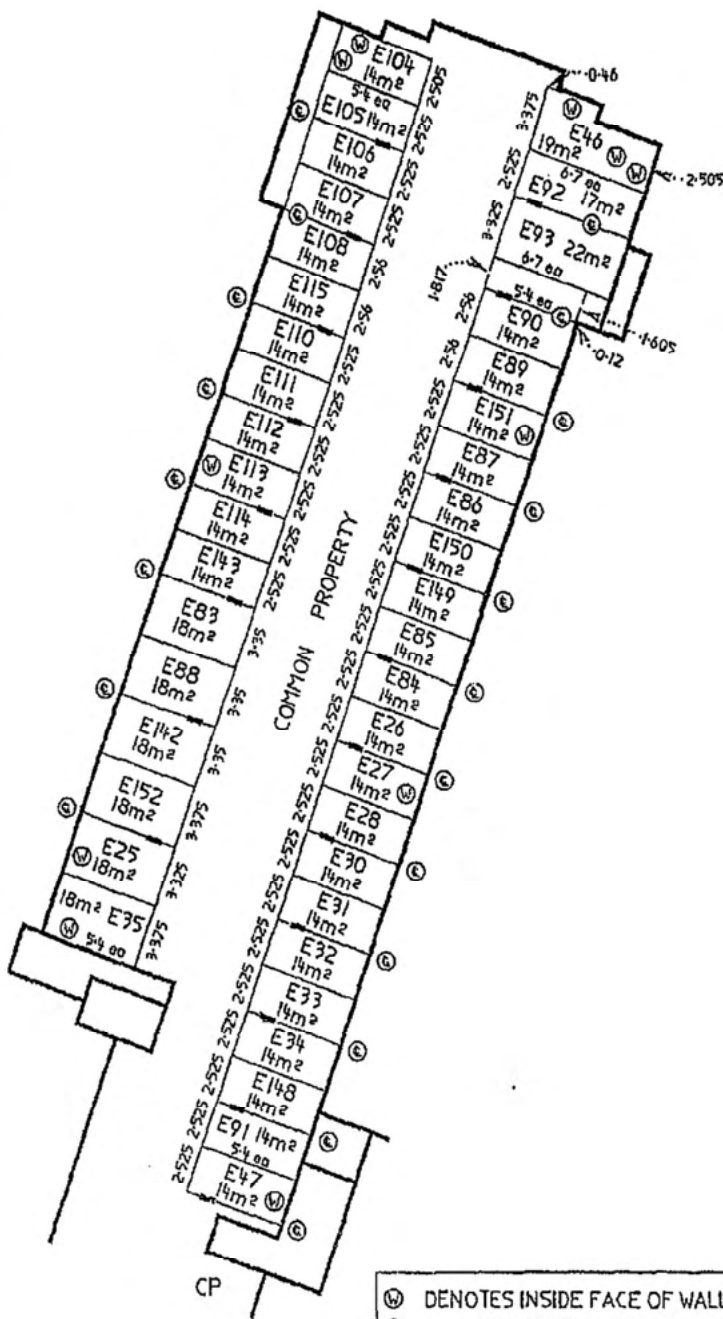
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*Handwritten signature/initials*

Sheet 23 of 28 Sheets

M.S.A.



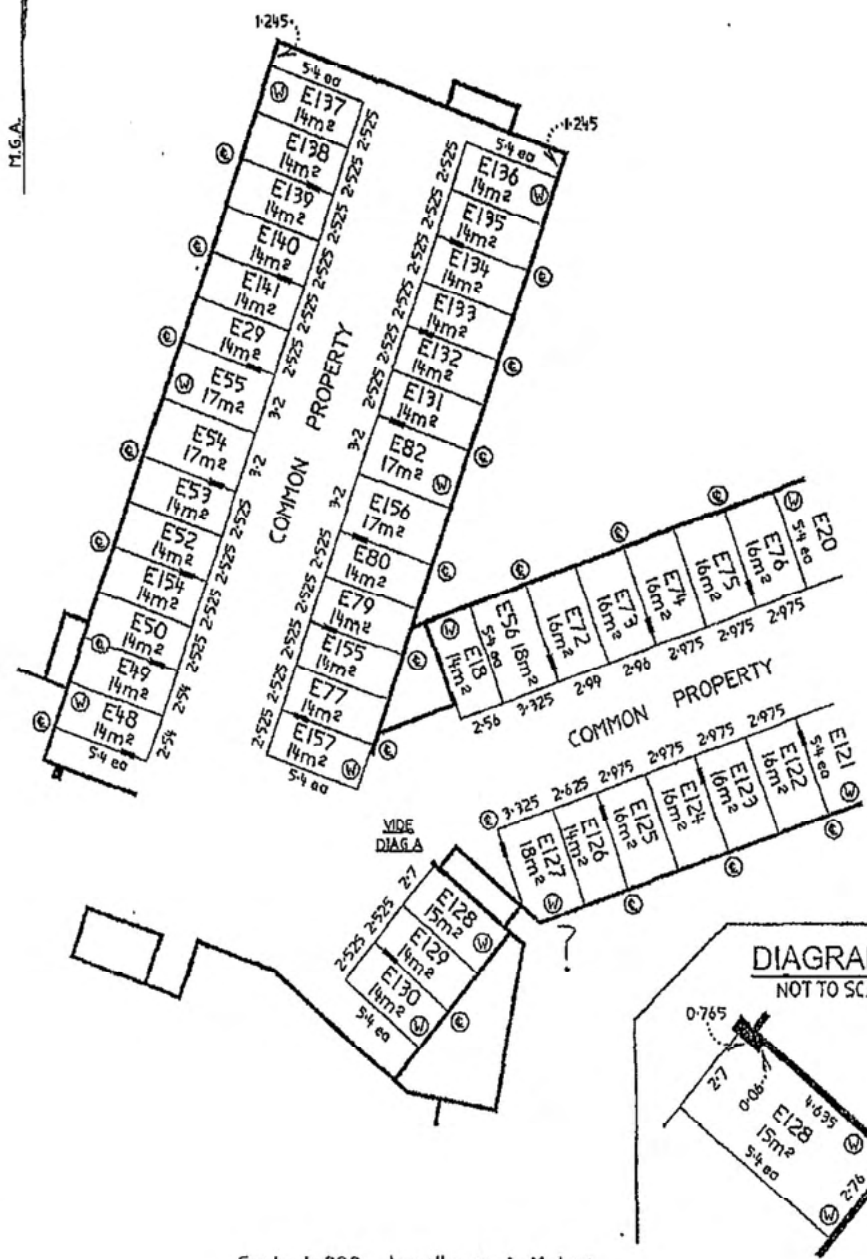
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 ⓐ DENOTES CENTRELINE OF COLUMN

Sheet	of	Reference #	
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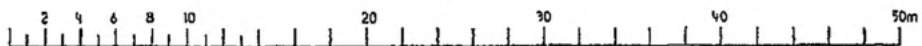
*C. M. Ho*

Sheet 24 of 28 Sheets

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ⓐ DENOTES CENTRELINE OF COLUMN



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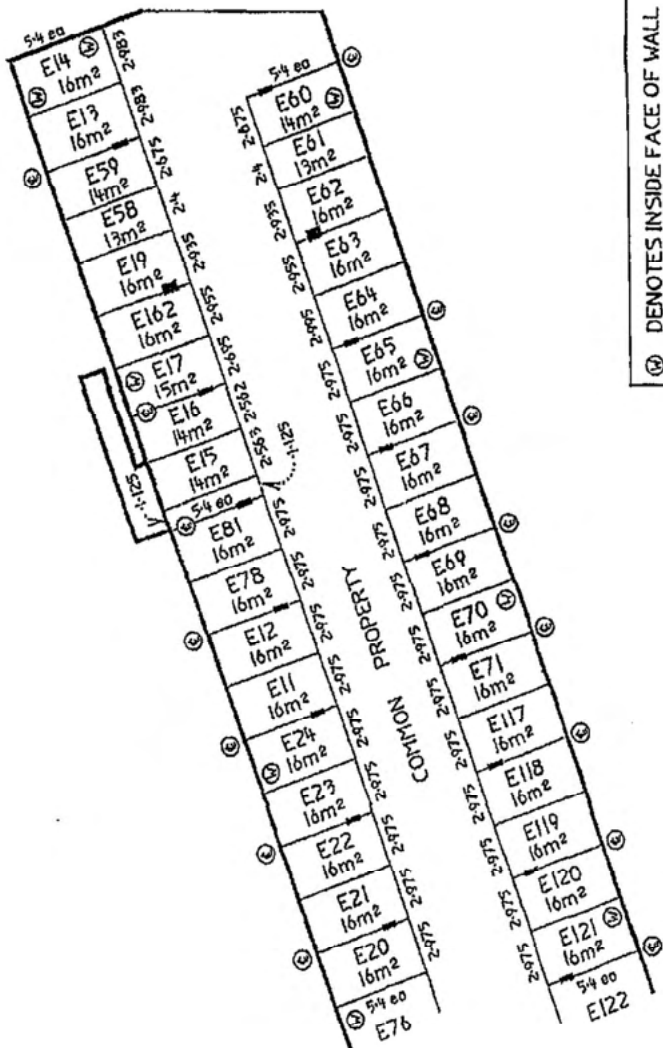


Sheet	of	Reference #	
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*Handwritten signature and date: 17/4/20*

Sheet 25 of 28 Sheets

Sheet of 5  
 Reference of 8145-54



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 ⊙ DENOTES CENTRELINE OF COLUMN

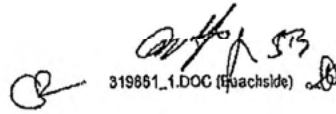
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M.G.A.

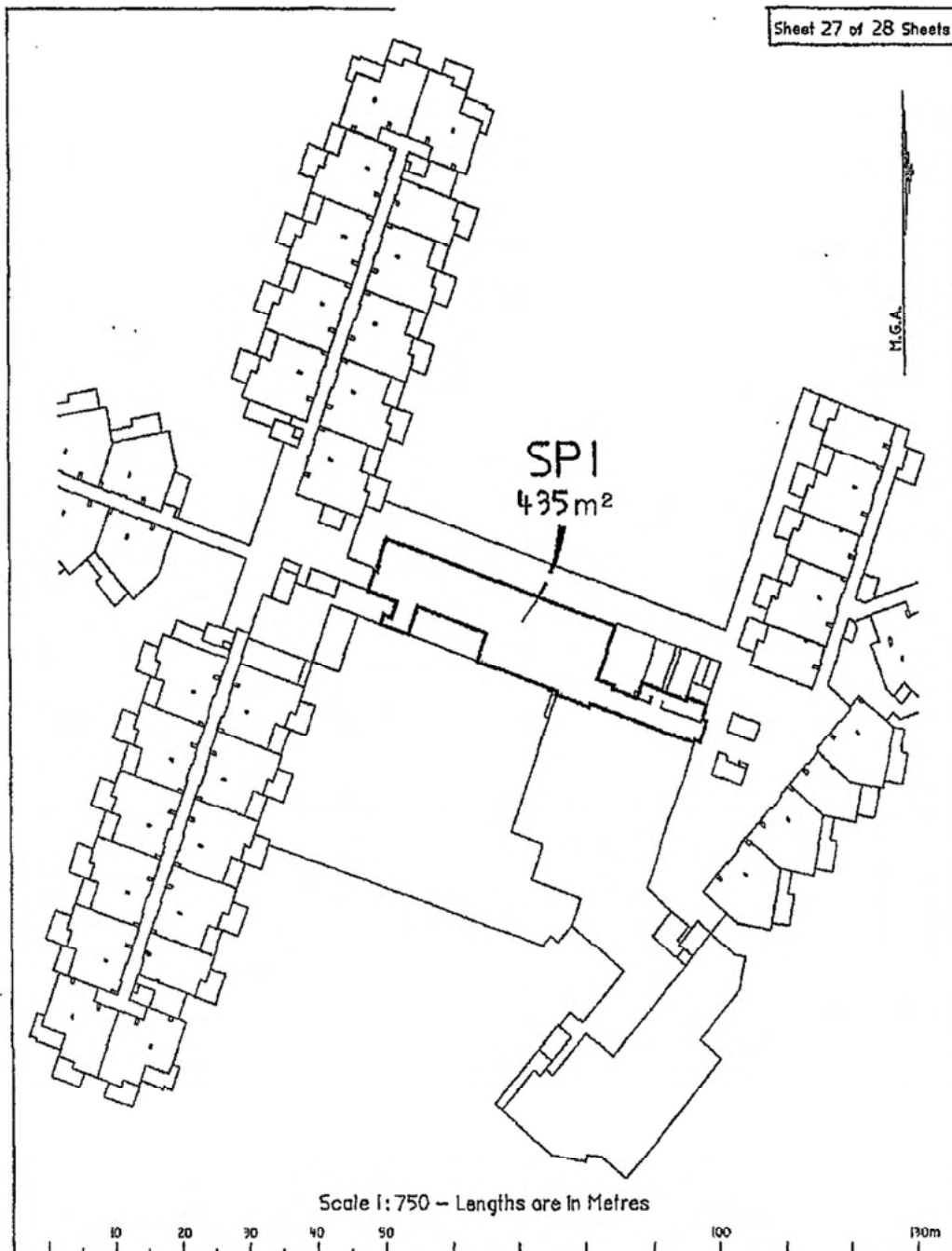
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**PLAN "B"**  
**Special Privilege Areas**

 319861\_1.DOC (Ruachside)



Sheet 27 of 28 Sheets




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

*G. Thomson*  
 Date 25/10/2005.

DATE	25/10/2005
JOB NO	8145
AUTOCAD	8145-58B
GEOCOMP	
SURVEYED	
CHECKED	
DT	DT
PARISH OF	Gudgen
COUNTY OF	Rox
Scale	1:750

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



**MICHEL  
 GROUP SERVICES**  
 A.G.P. 001 750 133  
 A.S. 553 (1/01/200)

3rd Level, 80 Chiswick Avenue  
 Gulliver Parade  
 QLD Aspin 4217  
 Telephone 07 5538 8244  
 Facsimile 07 5528 5117

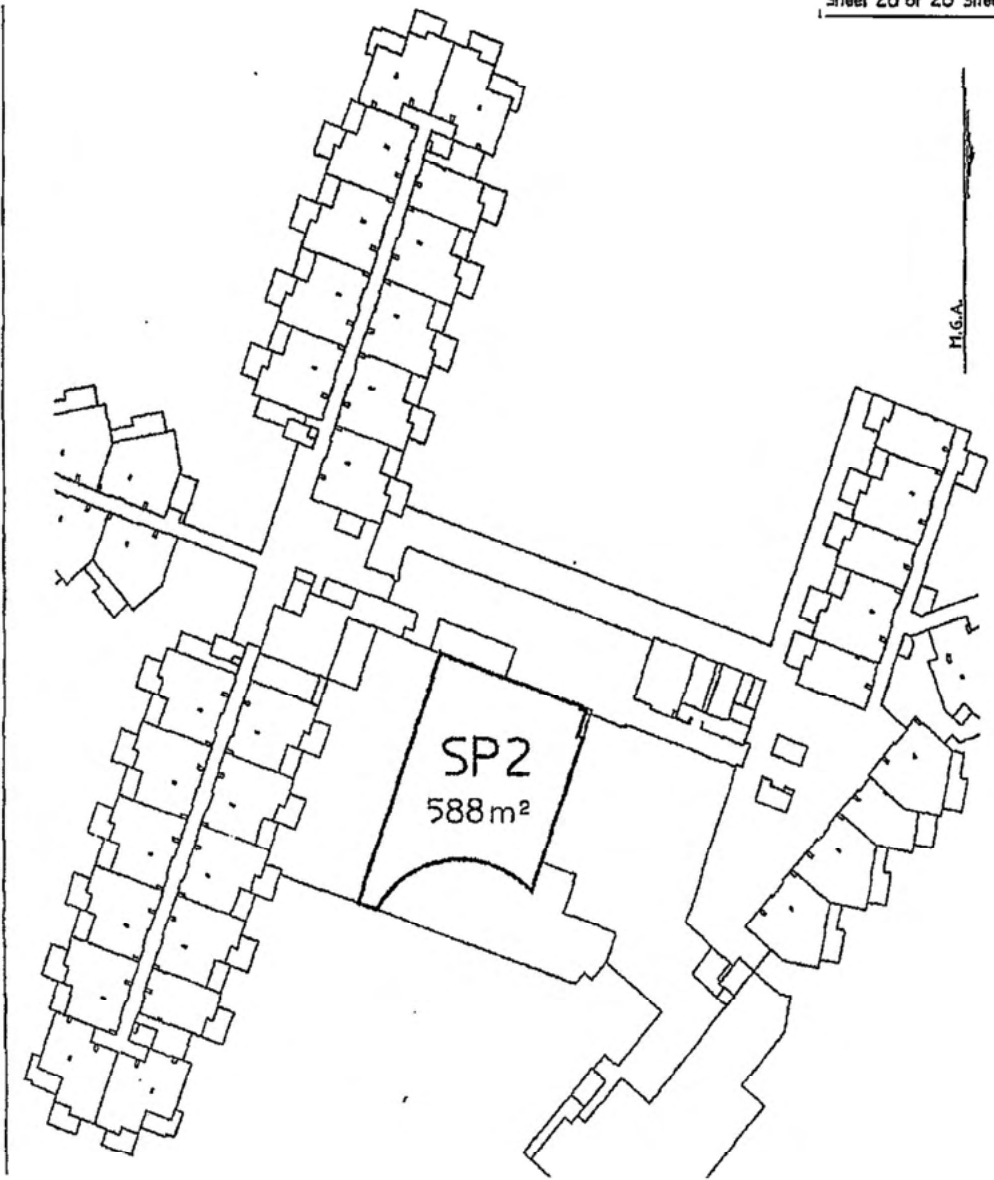
REGISTERED SURVEYOR NSW/ACT/VIC/QLD  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES

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

Sheet	1	of	1	Reference #	8145-58	B
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*G. M. G. 58B*

Sheet 28 of 28 Sheets



Scale 1:750 -- Lengths are in Metres



J. 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.

*J. Thomson*  
 Date 25/10/2005.

DATE	25/10 2005	Title	Plan of Special Privilege Areas on Upper Ground Level in the Common Property in SP76024
JOB NO	8145		
AUTOCAD	8145-BOB		
GEDCOMP			
SURVEYED			
CHECKED			
OT			
PARISH OF	Cud on		
COUNTY OF	Rous		
Scale	1:750		



36 Level, 50 Gough Avenue  
 Surfers Paradise  
 QLD Australia 4217  
 Telephone 07 5599 8266  
 Facsimile 07 5598 6117

REGISTRATO DUE CISTANO NEWZONUTRIZ  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICE

Email: asw@nichelservices.com.au  
 Web Site: www.nichelservices.com.au

of Reference /  
 1 8145-60 B  
*M G M*

# Planning Certificate under Section 10.7

(formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 71961

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Certificate No:** ePlanCer21/1233  
**Date of Issue:** 13/04/2021  
**Fee Paid:** \$53.00  
**Receipt No:**

**Your Reference:**

**eCustomer Reference:** 215056#80340482#

**Property Description:** Lot 58 SP 76024; No. 58/1-25 Bells Boulevard KINGSCLIFF

---

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

## ITEM 1

### Names of relevant planning instruments and DCPs

- (1) *The name of each environmental planning instrument that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (3) *The name of each development control plan that applies to the carrying out of development on the land.*
- (4) *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

### **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 (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2019

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Coastal Management) 2018  
State Environmental Planning Policy No. 21 - Caravan Parks  
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development  
State Environmental Planning Policy No. 36 - Manufactured Homes Estate  
State Environmental Planning Policy No. 50 - Canal Estate Development  
State Environmental Planning Policy No. 55 - Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising and Signage  
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

**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 apply to the carrying out of development on the land:**

Section A1 - Residential and Tourist Development Code  
Section A2 - Site Access and Parking Code  
Section A3 - Development of Flood Liable Land  
Section A4 - Advertising Signs Code  
Section A5 - Subdivision Manual  
Section A6 - Biting Midge and Mosquito Control  
Section A7 - Child Care Centres  
Section A8 - Brothels Policy  
Section A9 - Energy Smart Homes Policy  
Section A10 - Exempt and Complying Development  
Section A13 - Socio Economic Impact Assessment  
Section A15 - Waste Minimisation and Management  
Section A16 - Preservation of Trees or Vegetation  
Section A17 - Business, Enterprise Corridor and General Industrial Zones  
Section A18 - Heritage  
Section A19 - Biodiversity and Habitat Management  
Section B9 - Tweed Coast Strategy  
Section B26 - Kingscliff Locality Plan

## ITEM 2

### Zoning and land use under relevant LEPs

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),*
- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*
- (d) the purposes for which the instrument provides that development is prohibited within the zone,*
- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) whether the land includes or comprises critical habitat,*
- (g) whether the land is in a conservation area (however described),*
- (h) whether an item of environmental heritage (however described) is situated on the land.*

#### **Item 2(a-d)**

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

#### **Zone SP3 Tourist**

##### **1 Objectives of zone**

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

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works

##### **3 Permitted with consent**

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

##### **4 Prohibited**

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

[End of Zone SP3 Table]

#### **Item 2(e) - Minimum Standards for the Erection of a Dwelling-House:**

See relevant Tweed Local Environmental Plan(s) applicable to this land as referenced in Item 1(1) above.

#### **Item 2(f) - Critical Habitat:**

The subject land is not identified as including or comprising critical habitat as prescribed in the Biodiversity Conservation Act 2016 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

#### **Item 2(g) - Conservation Area:**

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

**Item 2(h) - 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**

**Complying Development**

**Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000**

**"Schedule 4 Planning certificates**

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."*

**Subdivisions Code (Strata Subdivision)**

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

**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.

**Commercial and Industrial Alterations Code**

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

**General Housing and Rural Housing Code**

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

**Housing Alterations Code and General Development Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

Yes. Complying Development under the Commercial and Industrial (New Buildings and Additions) 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, however this restriction may not apply to all of the land.

**EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT**

Please note that Council has updated its Section 10.7(2) Planning Certificate information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other

Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

*"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval.*

*The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 10.7 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."*

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

#### ITEM 4 - REPEALED

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#### ITEM 4A - REPEALED

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#### ITEM 4B

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

*In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).*

*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 the commencement of section 553B of the Local Government Act 1993.*

No

#### ITEM 5

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#### Mine Subsidence:

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.*

No

#### ITEM 6

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#### Road Widening and Road Realignment:

*Whether or not the land is affected by any road widening or road realignment under:*

- (a) Division 2 of Part 3 of the Roads Act 1993 , or*
- (b) any environmental planning instrument, or*
- (c) any resolution of the council.*

**Item 6(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 7**

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**Council and other public authority policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

(a) *adopted by the council, or*

(b) *adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,*

*that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).*

**Item 7(a-b)**

**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.

**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.

- ***Contamination:***

Council has not 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.

**ITEM 7A**

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### Flood related development controls information

- (1) *Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*
- (2) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*
- (3) *Words and expressions in this clause have the same meanings as in the instrument.*

### **Item 7A(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 subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

### **ITEM 8**

#### **Land Reserved for Acquisition:**

*Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.*

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

### **ITEM 9**

#### **Contributions Plans:**

*The name of each contributions plan applying to the land.*

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

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

Section 94 Plan No 26 - Shirewide/Regional Open Space

## ITEM 9A

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### Biodiversity Certified Land:

*If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.*

**Note.** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

Council has not received any biodiversity certifications.

## ITEM 10

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### Biodiversity Stewardship Sites:

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

**Note.** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

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 10A

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### Native Vegetation Clearing Set Asides

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

Council has not been notified of the existence of a set aside area.

## ITEM 11

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### Bush Fire Prone Land

*If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.*

*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

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### Property Vegetation Plans

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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 13

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### 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 14

### Directions under Part 3A

*If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.*

There are no Directions under Part 3A affecting this land.

## ITEM 15

### Site compatibility certificates and conditions for seniors housing

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:*

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (i) *the period for which the certificate is current, and*
  - (ii) *that a copy may be obtained from the head office of the Department, and**
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

There are no site compatibility certificates and conditions affecting seniors housing on the land.

## ITEM 16

### Site compatibility certificates for infrastructure, schools or TAFE establishments

*A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department*

There are no site compatibility certificates for infrastructure on the land.

## ITEM 17

### Site compatibility certificates and conditions for affordable rental housing

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (a) *the period for which the certificate is current, and*
  - (b) *that a copy may be obtained from the head office of the Department.**
- (2) *A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

There are no site compatibility certificates and conditions for affordable rental housing on the land.

## ITEM 18

### Paper subdivision information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

There is no paper subdivision information relating to this land.

## ITEM 19

### Site verification certificates

*A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:*

- (a) *the matter certified by the certificate, and*  
**Note.** *A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries 2007).*
- (b) *the date on which the certificate ceases to be current (if any), and*
- (c) *that a copy may be obtained from the head office of the Department.*

There are no site verification certificates relating to this land.

## ITEM 20

### Loose-fill asbestos insulation

*If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.*

The land is not affected or listed on the register.

## ITEM 21

### Affected building notices and building product rectification orders

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.*
- (2) *A statement of:*
  - (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
  - (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.*
- (3) *In this clause:*  
**affected building notice** *has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.*  
**building product rectification order** *has the same meaning as in the Building Products (Safety) Act 2017.*

The land is not affected by any building notice.

## 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 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 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 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 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 2000.*

*Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.*

*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 would 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 .....

Council Reference: DD20/0371  
Your Reference: 204274



**TWEED**  
SHIRE COUNCIL

16 March 2020

Customer Service | 1300 292 872 | (02) 6670 2400

InfoTrack Pty Ltd  
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SYDNEY NSW 2001

tsc@tweed.nsw.gov.au  
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Fax (02) 6670 2429  
PO Box 816  
Murwillumbah NSW 2484

Please address all communications  
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram**  
**Lot 29 SP 76024; No. 29/1-25 Bells Boulevard KINGSCLIFF**

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

**David McNicoll**  
**MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

Enclosure



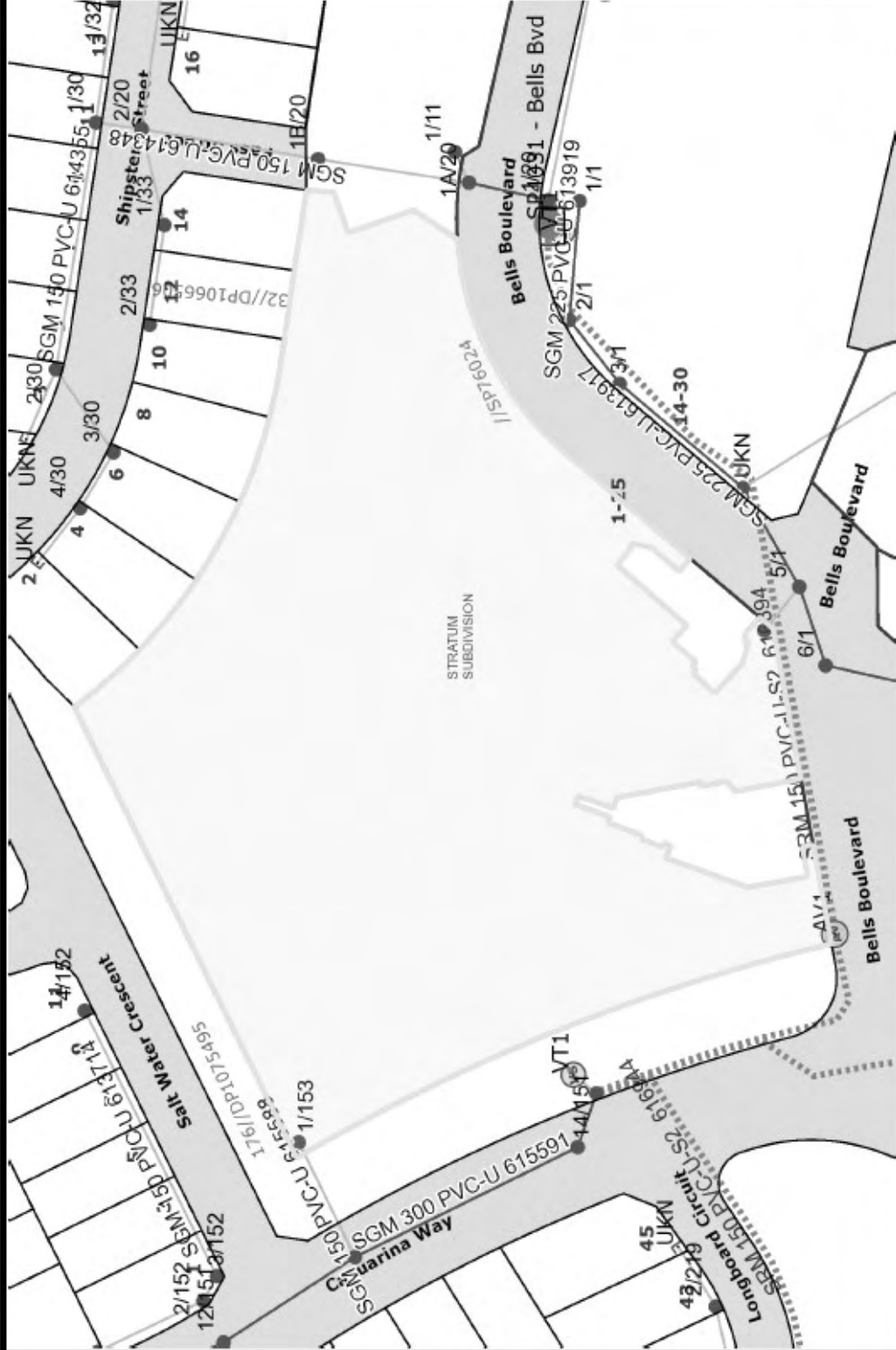


# Sewer Network Report

Lot & DP: //76024

Land No: 80856

Owners: The Owners Strata Plan 76024



- Sewer Node**
- 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
  - Rodding 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 D/S/P
  - Sewer Basin

Disclaimer: While every care is taken to ensure the accuracy of the data, Tweed Shire Council makes no representations or warranties expressed or implied, statutory or otherwise, about its accuracy, completeness, reliability or suitability for any purpose. The user shall be liable for any and all liability (including without limitation, liability in negligence) for all expenses, losses, damages, indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate in any way and for any reason. This information is supplied for general guidance and is to be considered indicative and diagrammatic only. It should not be used for survey or construction purposes and prior to any excavations a "Dig before you Dig" enquiry must be made by calling 1100. The information contained in this document remains valid for the 30 days only from the date of supply.

1:1,500

16/03/2020 9:52 am

Civic and Cultural Centre  
 3 Tumbullgum Road  
 (PO Box 816)  
 Murwillumbah NSW 2484  
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 W | www.tweed.nsw.gov.au