

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road, Cardiff NSW 2285 Email: sales@meeksrealestate.com.au	Phone: 02 4954 7447 Fax: 02 4954 2226 Ref: Paul Meeks
co-agent		
vendor	Peter Raymond Cook and Beverly Jane Hartnell	
vendor's solicitor	Sarjo Conveyancing 2/2 Glebe Street, Kahibah NSW 2290 PO Box 5248, Kahibah NSW 2290	Phone: 4943 8880 Fax: 4943 7220 Ref: SS:23/1738
date for completion	28 days after the contract date (clause 15)	
land (address, plan details and title reference)	22 Sandfield Street, Cameron Park NSW 2285 Lot 2931 in Deposited Plan 1194810 Folio Identifier 2931/1194810	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

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

Choices

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

☐ NO ☐ yes

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

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

☒ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<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	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input checked="" type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input checked="" type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**
- 5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within 14 days* after that *service*.

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract, 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

22 Sandfield Street, Cameron Park NSW 2283

ADDITIONAL CLAUSES

1. Notice to Complete

Despite any rule of law or equity to the contrary, the Vendor and Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

In the event the Vendor issues a Notice to Complete then the Purchaser agrees to pay the sum of \$330.00 to the Vendor's Solicitor/Conveyancer on completion to reimburse the Vendor for the cost of issuing the notice to recover any other damages.

2. Interest

If the Purchaser does not complete this purchase by the completion date, and the Vendor is ready, willing and able to complete this purchase, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

3. Payment of Deposit by Instalments

The Purchaser acknowledges that the deposit payable is ten percent (10%) of the purchase price. If the Vendor agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this contract, the Purchaser shall pay the deposit as follows:

- i) on or before the date of this contract, 5% of the purchase price in accordance with clauses 2.1 and 2.2 of the printed contract; and
- ii) the balance of 10% on completion or upon default of the Purchaser.

4. Payment of Deposit under Cooling Off Period

Should a cooling off period apply then the Purchaser may pay the deposit as follows:

- i) on or before the date of this contract, 0.25% of the purchase price in accordance with clauses 2.1 and 2.2 of the printed contract; and
- ii) in the event of the Purchaser proceeding with the purchase, on or before 4pm on the fifth business day after the date of this contract, a further 9.75% of the purchase price or lesser amount as agreed between the parties.

5. Deposit Bond

The parties agree that in the event the Purchaser requests to use a deposit bond, a deposit bond will be accepted provided the deposit bond:

- i) Is underwritten by QBE Insurance (Australia) Ltd;
- ii) Is for an amount equal to the 10% deposit or balance of the 10% deposit in accordance with the Contract;
- iii) Must be valid for the period of the Contract;
- iv) Contains the name of the Vendor to whom the guaranteed amount is to be paid on demand; and

- v) Contains the name of the Purchaser and makes reference to the Contract and the sale of the Property.

6. Capacity

Without in any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- i) Die or becomes mentally ill, then either party may rescind this contract by notice in writing to the other party and the contract will come to an end and the provisions of clause 19 will apply
- ii) Being a Company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

7. Purchaser's Acknowledgement

- i) The Purchaser acknowledges that this contract and the additional clauses set out all the terms, conditions, warranties and arrangements between the parties.
- ii) The Purchaser acknowledges that he is purchasing the property not relying upon any warranties or representations, oral or written, made to the Purchaser by or on behalf of the Vendor not contained in this contract.
- iii) The Purchaser will not call upon the Vendor to carry out any repairs to the property, or to any furnishings or chattels, comply with a work order made after the date hereof, nor effect any treatment for pest infestation.
- iv) The Purchaser acknowledges that he is purchasing the property:
 - a. in its present condition and state of repair;
 - b. subject to all defects, latent and patent;
 - c. subject to any infestation and dilapidation;
 - d. subject to any encroachments by or upon the property;
 - e. subject to all existing water, sewerage, drainage/plumbing services and connections in respect of the property;
 - f. subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act, in respect of any building on the land;
 - g. subject to any contamination;
 - h. subject to any asbestos in the property;
 - i. subject to any holes or wiring left on the wall when an object and/or a wall mounted TV is removed.
- v) The Purchaser agrees not to seek, terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this additional clause.

8. Warranty as to Agent

The Purchaser warrants that he was not introduced to the property by any Real Estate Agent other than the Agent shown on the front page of this contract. Should any other Real Estate Agent make a successful claim for commission against the Vendor based on the fact that such agent introduced the Purchaser to the property then the Purchaser will indemnify the Vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by Vendor. This clause shall not merge on completion.

9. GST

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This clause shall not merge on completion.

10. Exchange with Electronic Signatures

- i) Execution by either or both parties of a facsimile or email version of this contract and transmission by facsimile or email of the executed contract to the other party shall constitute a valid and binding execution of this contract.
- ii) For the purposes of the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transactions Act 2000* (NSW) each of the parties consent to receiving and sending the contract electronically.

11. Contract Alterations

The parties authorise their respective legal representatives to make alterations to this contract after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

12. Delivery of Notices

Notwithstanding the provisions contained in clause 20.6 hereof, a notice or document shall be deemed to have been served for the purpose of this Agreement if the notice or document is sent by facsimile transmission or email and in any such case shall be deemed to be duly given or made when the transmission has been completed.

13. Guarantee where Purchaser is a Company

If the Purchaser is a Company, the officers or persons who sign this contract on behalf of the Company or who attests the Seal of the Company on this contract:

- i) Jointly and separately guarantees all obligations of the Purchaser under this Agreement including the payment of the purchase price; and
- ii) Jointly and separately indemnifies the Vendors in respect of any default of the Purchaser under this Agreement; and

This guarantee and indemnity is given by each Guarantor as Principal and is not discharged or released by any release or variation of this Agreement between the Vendor and Purchaser.

14. Claims for Compensation

Notwithstanding the provisions of clauses 6 & 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 hereto entitling the Vendor to rescind this contract.

15. Requisitions

Any requisitions submitted by the Purchaser under clause 5 of this contract must be submitted in the form attached to this contract.

16. Sewer Service Location Diagram

The Purchaser acknowledges that Hunter Water Corporation does not, in the ordinary course of administration, make available individual internal lot connection diagrams. For the purposes of satisfying the *Conveyancing Sale of Land Regulation 2017*, Schedule 1, the "Service Location Plan" attached to this contract is sufficient.

17. Abstracts of Title/Old System Documents

The Vendor is not obliged to provide abstracts of title or old system documents that are not in the control or possession of the Vendor.

18. Solar Panels

If solar panels are installed at the property:

- i) It is a matter for enquiry and confirmation by the purchaser as to whether any benefits, currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs, pass with the sale of this property.
- ii) The Purchaser agrees to negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated, or any other benefits provided by the solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the solar panels; and
- iii) The Vendor makes no representation or warranty with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the solar panels.

19. Maintenance of Property before Completion

The Purchaser cannot make an objection, requisition or claim for compensation, nor delay completion if, at completion, the Vendor has:

- i) Not mowed the lawn or maintained any plants; and/or
- ii) Left any items of rubbish or refuse on the property, which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?
If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and **their regulations been complied with?**
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed;
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of Insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and **telephone services**?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 2931/1194810 ✓

SEARCH DATE	TIME	EDITION NO	DATE
22/6/2023	4:11 PM	3	8/9/2018

LAND

LOT 2931 IN DEPOSITED PLAN 1194810
AT CAMERON PARK
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF TERALBA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1194810

FIRST SCHEDULE

PETER RAYMOND COOK
BEVERLY JANE HARTNELL
AS JOINT TENANTS

(T AI696194)

SECOND SCHEDULE (15 NOTIFICATIONS)

- ✓ 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ✓ 2 DP1035542 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- ✓ 3 DP1036819 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 4 DP1039688 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 5 DP1039688 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- ✓ 6 DP1047020 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 7 DP1061384 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 8 DP1117117 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 9 DP1145397 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 10 DP1156245 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 11 DP1173770 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 12 DP1194810 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- ✓ 13 DP1194810 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- ✓ 14 DP1194810 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2931/1194810

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

15 AI696195 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 22/6/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.

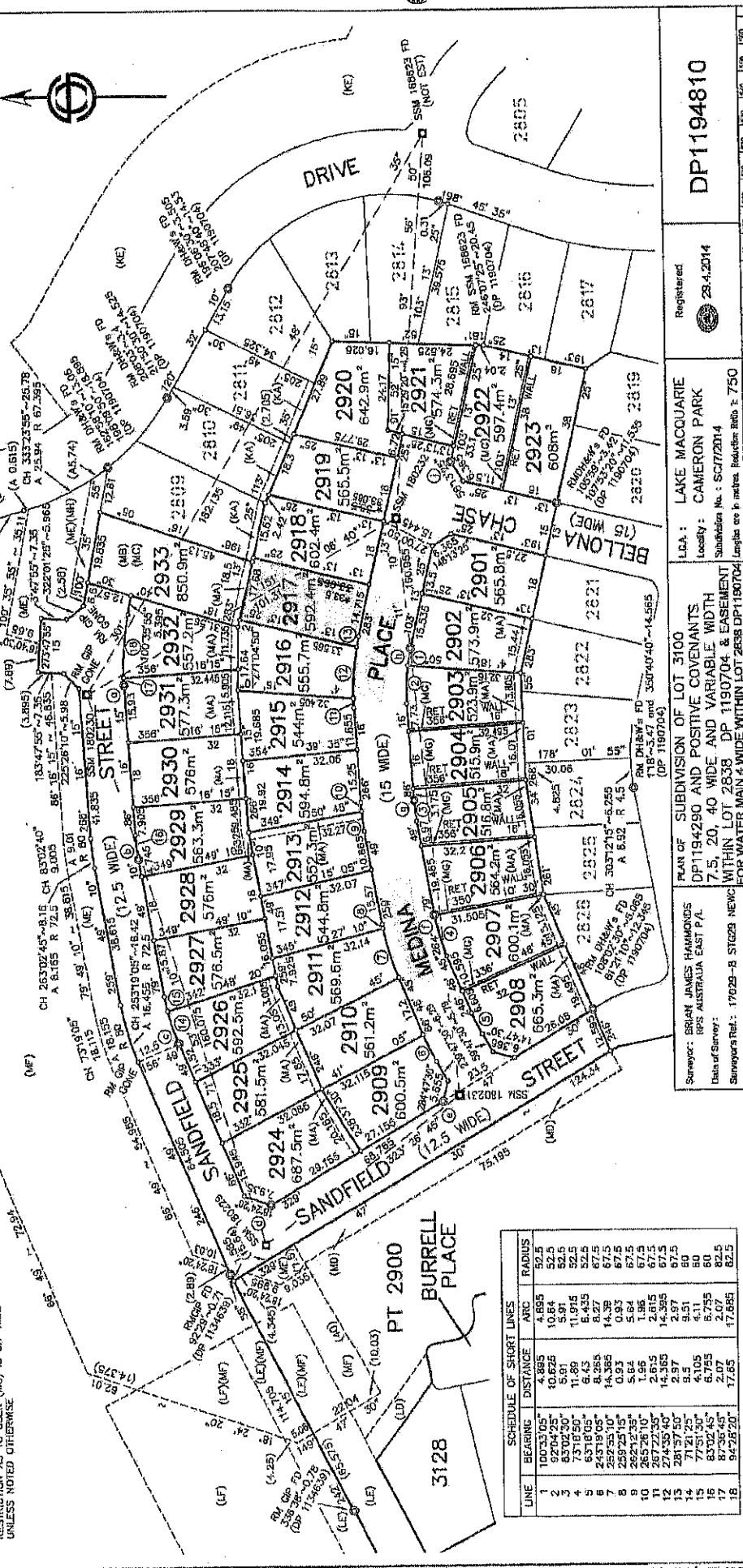
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- RETAINING WALL LOCATIONS SHOWN ON SHEET 3
- (MA) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1190704)
 - (ME) - POSITIVE COVENANT 26 WIDE (WIDE DP 1190704)
 - (LD) - POSITIVE COVENANT 5 WIDE (WIDE DP 1194250)
 - (LE) - POSITIVE COVENANT 20 WIDE (WIDE DP 1194250)
 - (LF) - POSITIVE COVENANT 40 WIDE (WIDE DP 1194250)
 - (MA) - EASEMENT TO DRAIN WATER 2 WIDE
 - (MB) - RESTRICTION AS TO USER
 - (MC) - RESTRICTION AS TO USER
 - (ME) - POSITIVE COVENANT 5 WIDE
 - (MF) - POSITIVE COVENANT 7.5, 20 WIDE AND VARIABLE WIDTH
 - (MG) - POSITIVE COVENANT 40 WIDE AND VARIABLE WIDTH
 - (MH) - RESTRICTION AS TO USER
 - (MI) - EASEMENT FOR WATER MAIN 4 WIDE
- RESTRICTION AS TO USER (MG) IS 0.7 WIDE
UNLESS NOTED OTHERWISE

SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	ORIGIN
a	183°07'03"	11.775	RM SSM 180230
b	158°01'20"	3.425	RM DH&W
c	166°20'20"	11.475	RM DH&W
d	186°42'35"	3.4	RM DH&W
e	180°24'55"	11.54	RM SSM 180228
f	173°07'38"	11.54	RM SSM 180231
g	183°36'05"	5.34	RM DH&W
h	183°31'05"	11.49	RM DH&W
i	220°11'20"	4.675	RM DH&W
j	216°36'30"	11.95	RM DH&W
k	189°27'20"	11.965	RM DH&W
l	134°36'35"	22.145	RM SSM 180232



PT 2838



SCHEDULE OF SHORT LINES			
LINE	BEARING	DISTANCE	RADIUS
1	100°33'05"	4.855	52.5
2	07°04'25"	10.625	10.64
3	83°02'30"	5.91	52.5
4	11°19'15"	11.89	52.5
5	73°19'50"	8.435	52.5
6	63°18'05"	8.385	52.5
7	25°33'10"	8.37	52.5
8	25°33'10"	10.3	52.5
9	25°33'10"	10.3	52.5
10	26°22'10"	1.95	52.5
11	26°22'10"	1.95	52.5
12	26°22'10"	1.95	52.5
13	26°22'10"	1.95	52.5
14	26°22'10"	1.95	52.5
15	26°22'10"	1.95	52.5
16	26°22'10"	1.95	52.5
17	26°22'10"	1.95	52.5
18	26°22'10"	1.95	52.5

DP1194810

Registered 28.4.2014

LCA: LAKE MACQUARIE

Locality: CAMERON PARK

Scholarship No.: SC17/2014

Sample cost to include: Production: \$750

PLAN OF SUBDIVISION OF LOT 3100

DP1194290 AND POSITIVE COVENANTS

7.5, 20, 40 WIDE AND VARIABLE WIDTH

WITHIN LOT 2838 DP 1190704 & EASEMENT

FOR WATER MAIN 4 WIDE WITHIN LOT 2838 DP 1190704

Surveyor: BRIAN JAMES HAMMONDS

IPRS AUSTRALIA EAST P/L

Date of Survey: 17/02/2014

Surveyor's Ref.: 17029-B STG28 NEWC

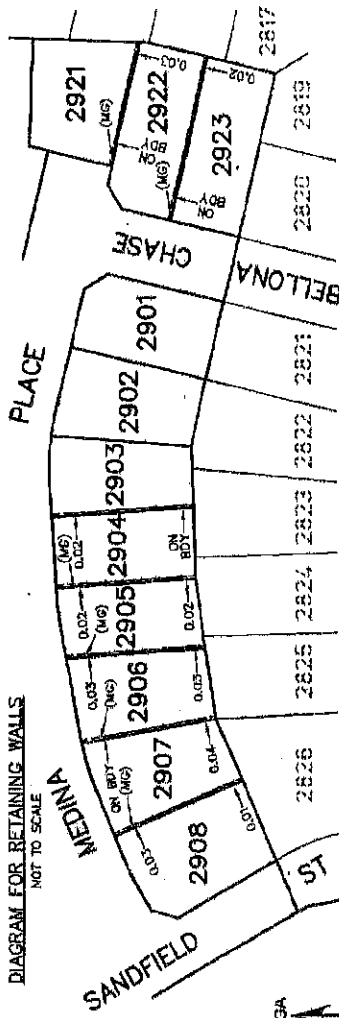


DIAGRAM FOR RETAINING WALLS
NOT TO SCALE



- (BF) - POSITIVE COVENANT 6 WIDE (WIDE DP 1145387)
- (EB) - POSITIVE COVENANT 6 WIDE (WIDE DP 1173752)
- (EF) - EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 45 WIDE & VARIABLE WIDTH (WIDE DP 1173752)
- (FA) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1173770)
- (FC) - POSITIVE COVENANT 6 WIDE (WIDE DP 1173770)
- (FU) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (WIDE DP 1173770)
- (FA) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.4 WIDE (WIDE DP 1180038)
- (HA) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1182742)
- (HB) - POSITIVE COVENANT 6 WIDE (WIDE DP 1182742)
- (HE) - POSITIVE COVENANT 26 WIDE (WIDE DP 1190704)
- (HF) - POSITIVE COVENANT 6 WIDE (WIDE DP 1190704)
- (LA) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1194290)
- (LD) - POSITIVE COVENANT 6 WIDE (WIDE DP 1194290)
- (LE) - POSITIVE COVENANT 20 WIDE (WIDE DP 1194290)
- (LF) - POSITIVE COVENANT 40 WIDE (WIDE DP 1194290)
- (LG) - EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 26 WIDE (WIDE DP 1194290)
- (LH) - EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 26 WIDE (WIDE DP 1194290)
- (LJ) - AREA BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (LA) (WIDE DP 1194290)
- (LJ) - POSITIVE COVENANT 5 WIDE
- (ME) - POSITIVE COVENANT 7.5 20 WIDE AND VARIABLE WIDTH
- (MF) - POSITIVE COVENANT 40 WIDE AND VARIABLE WIDTH
- (MG) - RESTRICTION AS TO USER
- (MH) - EASEMENT FOR WATER MAIN 4 WIDE
- (SA) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE AND VARIABLE WIDTH (WIDE DP 1193945)

DIAGRAM B
NOT TO SCALE

Surveyor: BRIAN JAMES HAMMONDS
R/S AUSTRALIA EAST PTY LTD
Date of Survey: 12TH DECEMBER 2013
Surveyor's Lic.: 17029-B ST629 MEMC

PLAN OF SUBDIVISION OF LOT 3100
DP1194290 AND POSITIVE COVENANTS
7.5, 20, 40 WIDE AND VARIABLE WIDTH
WITHIN LOT 2838 DP 1190704 & EASEMENT
FOR WATER MAIN 4 WIDE WITHIN LOT 2838 DP 1190704

LGA: LAKE MACQUARIE
Locality: CAMERON PARK
Subdivision No.: SC772014
Legislate Number: S2772014

DP1194810

29.4.2014

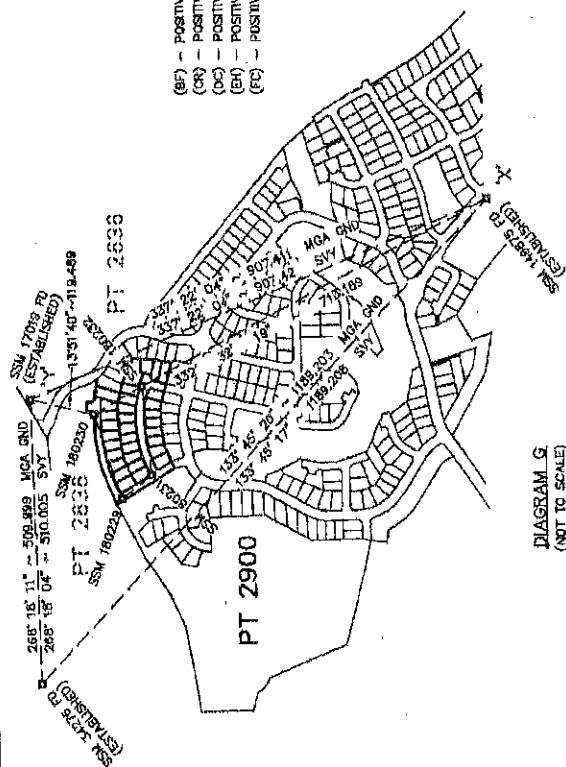


DIAGRAM G
(NOT TO SCALE)

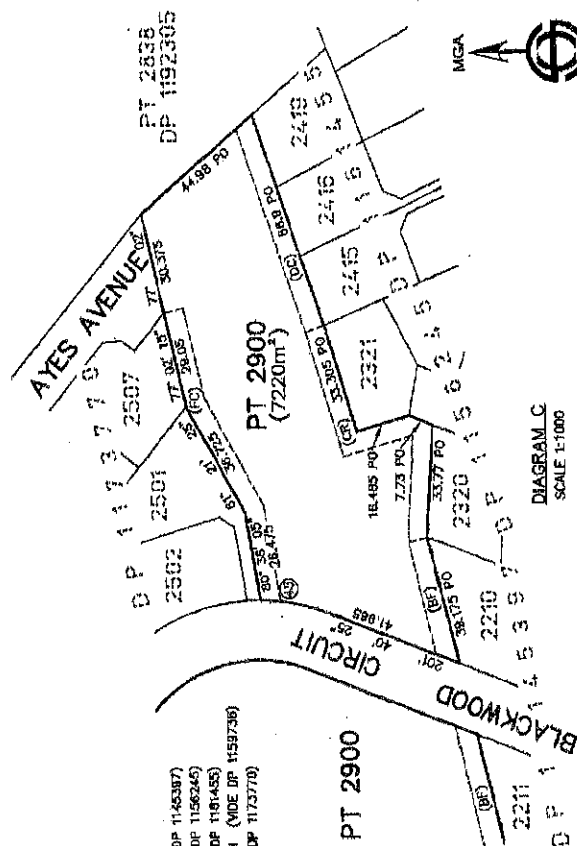


DIAGRAM C
SCALE 1"=1000'

MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHINGS					
SSM 17019	359 672.625	16 358 397.980	56	B	2	-	SIMS
SSM 18434	370 021.740	6 356 580.017	56	A	1	-	SIMS
SSM 18476	359 682.058	6 359 582.280	56	B	2	-	PLACED
SSM 180229	359 689	6 359 232	56	U	U	CLOSED TRAVERSE	PLACED
SSM 180229	359 644	6 359 282	56	U	U	CLOSED TRAVERSE	PLACED
SSM 180230	359 533	6 359 177	56	U	U	CLOSED TRAVERSE	PLACED
SSM 180231	359 633	6 359 193	56	U	U	CLOSED TRAVERSE	PLACED
SSM 180232	359 698	6 359 185	56	U	U	CLOSED TRAVERSE	FOUND
SSM 180253	359 798	6 359 185	56	U	U	CLOSED TRAVERSE	FOUND

M.G.A. CO-ORDINATES ADOPTED FROM SIMS AS AT 19TH SEPTEMBER 2013
M.G.A. COMBINED SCALE FACTOR = 0.999796

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
106	11° 41'	71.48	21.615	58

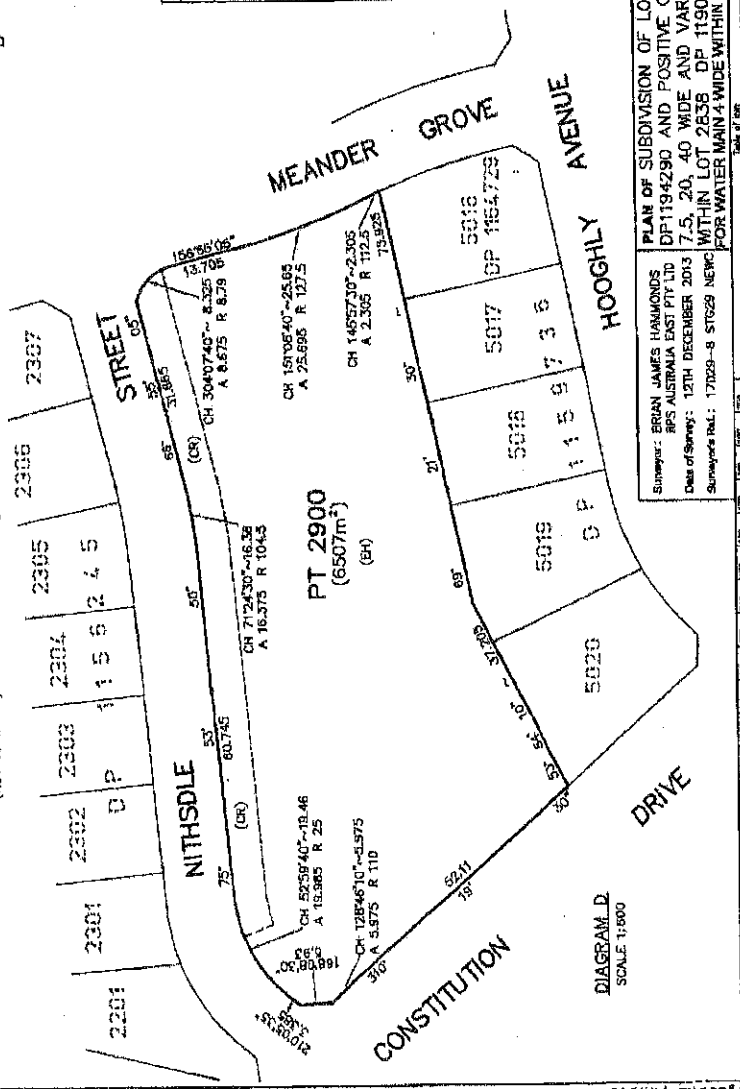


DIAGRAM D
SCALE 1:500

<p>Surreys: BRIAN JAMES HANMONDS 105 AUSTRIA PTY LTD Date of Surreys: 12TH DECEMBER 2013 Surreys Ref.: 17029-8 ST629 NENC</p>	<p>PLAN OF SUBDIVISION OF LOT 3100 DP1194290 AND POSITIVE COVENANTS 7.5, 20, 40 WIDE AND VARIABLE WIDTH WITHIN LOT 2838 DP 1190704 & EASEMENT FOR WATER MAIN 4 WIDE WITHIN LOT 2838 DP11911</p>
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LSA: LAKE MACQUARIE
Locality: CAMERON PARK
Substation No.: SC772014
Lengths are in metres. Reduction Ratio is 600


DP1194810

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  29.4.2014 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1194810 (E)</div>
PLAN OF SUBDIVISION OF LOT 3100 DP 1194290 AND POSITIVE COVENANTS 7.5, 20, 40 WIDE AND VARIABLE WIDTH WITHIN LOT 2838 DP 1190704 SEE BELOW	LGA: LAKE MACQUARIE Locality: CAMERON PARK Parish: TERALBA County: NORTHUMBERLAND
 Crown Lands NSW / Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: 	Survey Certificate I, BRIAN JAMES HAMMONDS of RPS AUSTRALIA EAST PTY LTD 241 DENISON STREET, BROADMEADOW a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on * (b) The part of the land shown in the plan (—being—) excluding ^ lot 2900 was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2012</i> is accurate and the survey was completed on 12.12.2013 the part not surveyed was compiled in accordance with that regulation. (c) The land shown in this plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> Signature: Dated 19-02-14 Surveyor ID: 92 Datum Line: 'X' ~ 'Y' Type: * Urban / * Rural The terrain is * Level-Undulating / * Steep-Mountainous * Strike through if inapplicable. * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, Greg Field * Authorised Person / * General Manager / * Accredited Certifier certify that the provisions of s.108J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: G Field Accreditation number: Consent Authority: Lake Macquarie City Council Date of Endorsement: 26th February 2014 Subdivision Certificate Number: 327/2014 File Number: DP 8301999/L * Strike through if inapplicable.	Plans used in preparation of Survey / Completion DP 1134639 DP 1189293 DP 1145397 DP 1190704 DP 1156245 DP 1192305 DP 1161455 DP 1172329 DP 1173752 DP 1173770 DP 1180008 DP 1181708 DP 1182742 DP 1185400 DP 1188341
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE MEDINA PLACE, AND THE EXTENSION OF BELLONA CHASE AND SANDFIELD STREET TO THE PUBLIC AS PUBLIC ROAD. & EASEMENT FOR WATER MAIN 4 WIDE WITHIN LOT 288 DP1190704	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 17029-B STG29 NEWC

21.5.2014

PLAN HEADING AMENDED VIDE 2014-557

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 2 of 4 sheet(s)

Registered:  29.4.2014

Office Use Only

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DP1194810


PLAN OF SUBDIVISION OF
LOT 3100 DP1194290 AND
POSITIVE COVENANTS 7.5, 20, 40
WIDE AND VARIABLE WIDTH WITHIN
LOT 2838 DP 1190704 SEE BELOW 

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: sch/2014Date of Endorsement: 24th February 2014

LOT	STREET			LOCALITY
	NUMBER	NAME	TYPE	
2900	—	—	—	CAMERON PARK
2901	16	MEDINA	PLACE	CAMERON PARK
2902	14	MEDINA	PLACE	CAMERON PARK
2903	12	MEDINA	PLACE	CAMERON PARK
2904	10	MEDINA	PLACE	CAMERON PARK
2905	8	MEDINA	PLACE	CAMERON PARK
2906	6	MEDINA	PLACE	CAMERON PARK
2907	4	MEDINA	PLACE	CAMERON PARK
2908	2	MEDINA	PLACE	CAMERON PARK
2909	1	MEDINA	PLACE	CAMERON PARK
2910	3	MEDINA	PLACE	CAMERON PARK
2911	5	MEDINA	PLACE	CAMERON PARK
2912	7	MEDINA	PLACE	CAMERON PARK
2913	9	MEDINA	PLACE	CAMERON PARK
2914	11	MEDINA	PLACE	CAMERON PARK
2915	15	MEDINA	PLACE	CAMERON PARK
2916	17	MEDINA	PLACE	CAMERON PARK
2917	19	MEDINA	PLACE	CAMERON PARK
2918	21	MEDINA	PLACE	CAMERON PARK
2919	23	MEDINA	PLACE	CAMERON PARK
2920	25	MEDINA	PLACE	CAMERON PARK
2921	27	MEDINA	PLACE	CAMERON PARK
2922	40	BELLONA	CHASE	CAMERON PARK
2923	38	BELLONA	CHASE	CAMERON PARK
2924	8	SANDFIELD	STREET	CAMERON PARK
2925	10	SANDFIELD	STREET	CAMERON PARK
2926	12	SANDFIELD	STREET	CAMERON PARK
2927	14	SANDFIELD	STREET	CAMERON PARK
2928	16	SANDFIELD	STREET	CAMERON PARK
2929	18	SANDFIELD	STREET	CAMERON PARK
2930	20	SANDFIELD	STREET	CAMERON PARK
2931	22	SANDFIELD	STREET	CAMERON PARK
2932	24	SANDFIELD	STREET	CAMERON PARK
2933	26	SANDFIELD	STREET	CAMERON PARK

 & EASEMENT FOR WATER MAIN 4 WIDE
WITHIN LOT 288 DP1190704

Surveyor's Reference: 17029-8 STG29 NEWC

21 5 2014



PLAN HEADING AMENDED VIDE 2014-557

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 3 of 4 sheet(s)

Office Use Only

Registered:  29.4.2014

Office Use Only

DP1194810

PLAN OF SUBDIVISION OF
LOT 3100 DP1194290 AND
POSITIVE COVENANTS 7.5, 20, 40
WIDE AND VARIABLE WIDTH WITHIN
LOT 2838 DP 1190704 SEE BELOW 

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

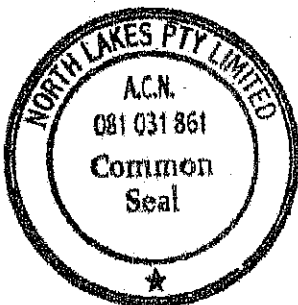
Subdivision Certificate Number: SC171204Date of Endorsement: 24th February 2014

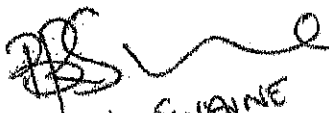
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE (MA)
2. RESTRICTION AS TO USER (MB)
3. RESTRICTION AS TO USER (MC)
4. POSITIVE COVENANT 6 WIDE (MD)
5. POSITIVE COVENANT 7.5, 20 WIDE AND VARIABLE WIDTH (ME)
6. POSITIVE COVENANT 40 WIDE AND VARIABLE WIDTH (MF)
7. RESTRICTION AS TO USER (MG)
8. EASEMENT FOR WATER MAIN 4 WIDE (MH)
9. RESTRICTION AS TO USER


PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:

1. EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 45 WIDE AND VARIABLE WIDTH (KG)
(DP 1190704)




BRIAN SHAWNE
DIRECTOR


PAUL FEHBERG
SECRETARY

 & EASEMENT FOR WATER MAIN 4 WIDE
WITHIN LOT 288 DP1190704

Surveyor's Reference: 17029-8 STG29 NEWC





PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

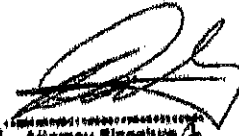

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)



Office Use Only Registered:  29.4.2014	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1194810</div>
PLAN OF SUBDIVISION OF LOT 3100 DP 1194290 AND POSITIVE COVENANTS 7.5, 20, 40 WIDE AND VARIABLE WIDTH WITHIN LOT 2838 DP 1190704 SEE BELOW 	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addressees - see 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 186D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number: <u>SC 17/2014</u> Date of Endorsement: <u>24th February 2014</u>	

Hunter Water

Signed Sealed and Delivered
 for and on behalf of Hunter
 Water Corporation by
 Peter James Kambrey
 its duly appointed Attorney
 pursuant to Power of Attorney
 registered
 Book 4459 & No. 482


 Attorney Signature

 Witness Signature

Mortgages under Mortgage No. 5264958
 Signed at CHARLESTOWN 18th day of
MARCH 2014 for National
 Australia Bank Limited ABN 12 004 044 937
 by WALLY NORMAN GLEN
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4512


 Level 3 Attorney
 Witness Bank Officer
PETER CURRAN
 Level 1, 6 Chapman Street
 Charlestown, NSW 2290 

& EASEMENT FOR WATER MAIN 4 WIDE
 WITHIN LOT 288 DP1190704

Surveyor's Reference: 17029-8 STG29 NEWC



ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (MA)	2933 2932 2931 2930 2929 2913 2926 2925 2924 2902 2903 2904 2905 2906 2907 2908	2809 - 2812 incl. DP 1190704 2809 - 2812 incl. DP 1190704 2933 2809 - 2812 incl. DP 1190704 2933, 2932 2809 - 2812 incl. DP 1190704 2933, 2932, 2931 2809 - 2812 incl. DP 1190704 2933, 2932, 2931, 2930, 2928 2809 - 2812 incl. DP 1190704 2933, 2932, 2931, 2930, 2929 2928 2927 2926, 2927 2925, 2926, 2927 2901 2902, 2901 2903, 2902, 2901 2904, 2903, 2902, 2901 2905, 2904, 2903, 2902, 2901 2906, 2905, 2904, 2903, 2902, 2901 2907, 2906, 2905, 2904, 2903, 2902, 2901
2	Restriction as to User (MB)	2933	Lake Macquarie City Council
3	Restriction as to User (MC)	2933	Lake Macquarie City Council
4	Positive Covenant 6 Wide (MD)	Part Lot 2900	Lake Macquarie City Council

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

5	Positive Covenant 7.5, 20 wide and variable width (ME)	Part Lot 2838 DP 1190704 PART LOT 2900	Lake Macquarie City Council
6	Positive Covenant 40 wide and variable width (MF)	Part Lot 2838 DP 1190704 PART LOT 2900	Lake Macquarie City Council
7	Restriction as to User (MG)	2903 - 2907 inclusive part designated (MG), 2921, 2922	Lake Macquarie City Council
8	Easement for water main 4 wide (MH)	Part Lot 2838 DP 1190704	Hunter Water Corporation ABN 46 228 513 446
9	Restriction as to User	2901 - 2933 Inclusive	Every other lot

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for temporary asset protection zone 45 wide and variable width (KG) (DP 1190704)	PT 3100 DP 1194290	Lake Macquarie City Council

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

No cat shall be allowed to be kept on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959-2009 Construction of Buildings in Bushfire Prone Areas.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 & 5 in the plan:

The Proprietor(s) for the time being of the lot(s) containing the area marked in the plan shall perform the following:

- a) Undergrowth and grass must be regularly slashed or mowed to maintain the ground fuel/understorey to a level of 2 tonnes/hectare or less;
- b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and
- c) No habitable building or other combustible structure shall be erected, or allowed to remain erected.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Management Authority, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

- a) Not apply to retaining walls constructed with the consent of Lake Macquarie Council;
and
- b) This restriction does not apply to overhangs, such as eaves that are located a minimum of 2.8 metres above ground level.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

Full and free right title liberty and licence for Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said watermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for watermain designated 'MH' 4 Wide delineated in the abovementioned plan except with the prior consent in writing of Hunter Water Corporation and except in compliance with any conditions which Hunter Water Corporation may specify in such consent.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 5 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material or of a natural earth tone.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person,

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 6 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP1194230 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

corporation Government or semi-government instrumentality for the purpose of public housing.

- (l) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
- (iii) In this sub-clause "corner lot" shall mean lots 2908 & 2924.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 1, 2, 3, 4, 5, 6, & 7 in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 in the plan.

Hunter Water Corporation

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 7 of 8

Plan:
DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Name of person empowered to release, vary or modify restriction or positive covenant numbered 9 in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

Executed by NORTH LAKES PTY LIMITED
ABN 44 723 470 121

Brian Swaine

Director

Print Name: BRIAN SWAINE

Director

Print Name: PAUL FEHLBERG



Lake Macquarie City Council

Approved 88B Instrument for

SUBDIVISION CERTIFICATE

Dec 17, 2014

Authorised Person: *G. Field*

Date: 24.02.14

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 8 of 8

Plan:

DP1194810

Plan of Subdivision of Lot 3100 in DP 1194290 & Positive Covenants 7.5, 20, 40 wide and variable width within Lot 2838 in DP 1190704

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Executed by HUNTER WATER CORPORATION by its ATTORNEY



PURSUANT TO POWER OF ATTORNEY BOOK 4459 NO. 452

PETER JAMES KENEALY

SIGNED IN PRESENCE BY ITS ATTORNEY WHO IS PERSONALLY KNOWN TO ME

CHARLIE ELBE



NAME OF WITNESS

SIGNATURE OF WITNESS

36 HAVESUCKLE DR
NEWCASTLE WEST

ADDRESS OF WITNESS

Mortgagee under Mortgage No. 5264958
Signed at NEWCASTLE this 19th day of MAY
2014 for National
Australia Bank Limited ABN 12 004 044 897
by GARRY ROBERT GLENN
its duly appointed Attorney under Power of
Attorney No. 99 Book 4512

Level 3 Attorney

Witness Bank Officer
PETER CURRAN
Level 1, 6 Chapman Street
Charlestown, NSW 2280

REGISTERED



29.4.2014



PLAN FORM 2

1. This form is to be completed by the applicant and submitted to the Council for approval. It is to be used in conjunction with the Survey Form 1 and the Survey Form 2.



[Signature]
Councillor
Northampton City Council

[Signature]
Surveyor
Northampton City Council

Crown Estate Office Approval

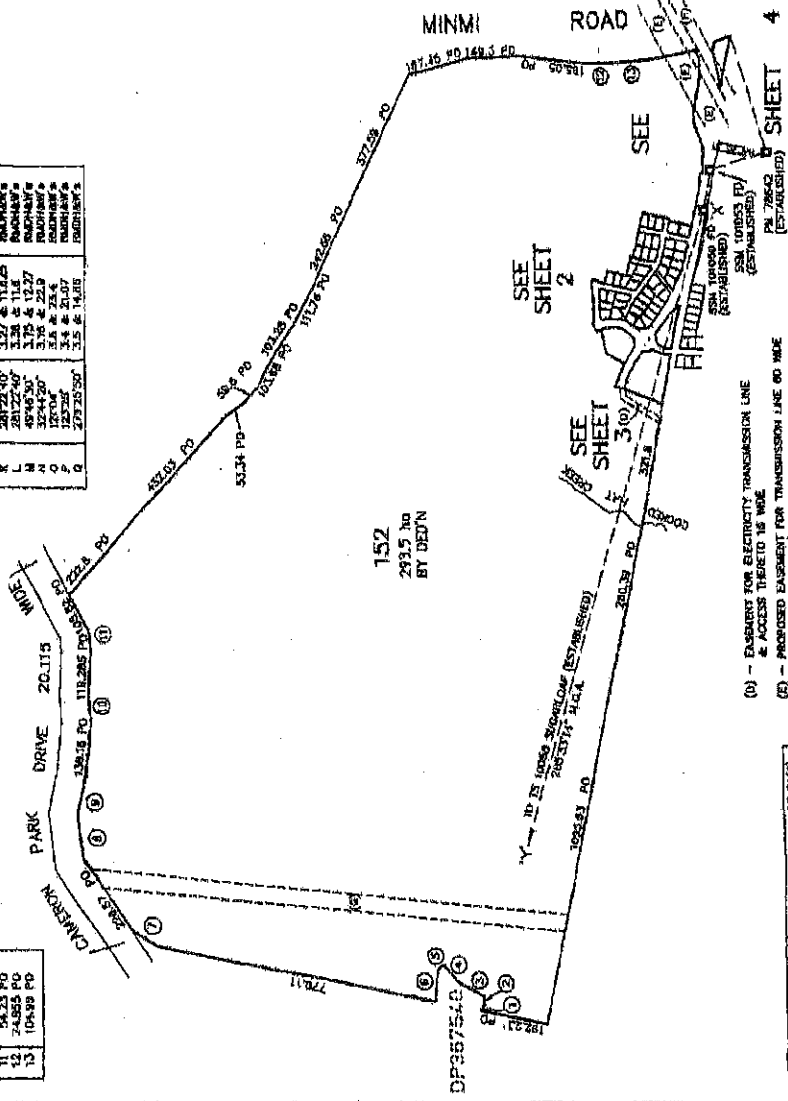
Substitution Certificate

[Signature]
Surveyor
Northampton City Council

Surveyor's Reference: 17028

Line	Distance
1	20.25 PO
2	72.25 PO
3	72.25 PO
4	84.01 PO
5	17.75 PO
6	84.01 PO
7	84.01 PO
8	12.15 PO
9	71.4 PO
10	24.72 PO
11	24.72 PO
12	24.72 PO
13	104.39 PO

MARK	BEARING	DISTANCE	COMMENTS
1	145° 25'	174.4	11.89
2	171° 15'	5.38	14.08
3	171° 15'	5.38	14.08
4	145° 25'	174.4	11.89
5	171° 15'	5.38	14.08
6	171° 15'	5.38	14.08
7	145° 25'	174.4	11.89
8	171° 15'	5.38	14.08
9	171° 15'	5.38	14.08
10	145° 25'	174.4	11.89
11	171° 15'	5.38	14.08
12	171° 15'	5.38	14.08
13	145° 25'	174.4	11.89



MARK	BEARING	DISTANCE	COMMENTS
1	145° 25'	174.4	11.89
2	171° 15'	5.38	14.08
3	171° 15'	5.38	14.08
4	145° 25'	174.4	11.89
5	171° 15'	5.38	14.08
6	171° 15'	5.38	14.08
7	145° 25'	174.4	11.89
8	171° 15'	5.38	14.08
9	171° 15'	5.38	14.08
10	145° 25'	174.4	11.89
11	171° 15'	5.38	14.08
12	171° 15'	5.38	14.08
13	145° 25'	174.4	11.89

(E)

DP1035542

Registered Plan No. 1035542 of 12-2007

PLAN OF SUBDIVISION OF LOT 4 OF DP 577349

LINE LAKE MACQUARIE

Subdivided into 4 lots

Public TIERALBA

County NORTHUMBERLAND

This is a plan of subdivision of land

Surveyor's Name: [Name]

Surveyor's Address: [Address]

Surveyor's Phone: [Phone]

Surveyor's Email: [Email]

Surveyor's Signature: [Signature]

Surveyor's Date: [Date]

Surveyor's Title: [Title]

Surveyor's Firm: [Firm]

Surveyor's Address: [Address]

Surveyor's Phone: [Phone]

Surveyor's Email: [Email]

Surveyor's Signature: [Signature]

Surveyor's Date: [Date]

Surveyor's Title: [Title]

Surveyor's Firm: [Firm]

Surveyor's Address: [Address]

Surveyor's Phone: [Phone]

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Surveyor's Signature: [Signature]

Surveyor's Date: [Date]

Surveyor's Title: [Title]

Surveyor's Firm: [Firm]

Surveyor's Address: [Address]

Surveyor's Phone: [Phone]

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Surveyor's Signature: [Signature]

Surveyor's Date: [Date]

Surveyor's Title: [Title]

Surveyor's Firm: [Firm]

Surveyor's Address: [Address]

Surveyor's Phone: [Phone]

Surveyor's Email: [Email]

Surveyor's Signature: [Signature]

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

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WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

DP-10355542

Project: 10355542

Sheet: 1 of 4

Scale: 1" = 100'

Author: [Signature]

Check: [Signature]

Date: 10/10/2001

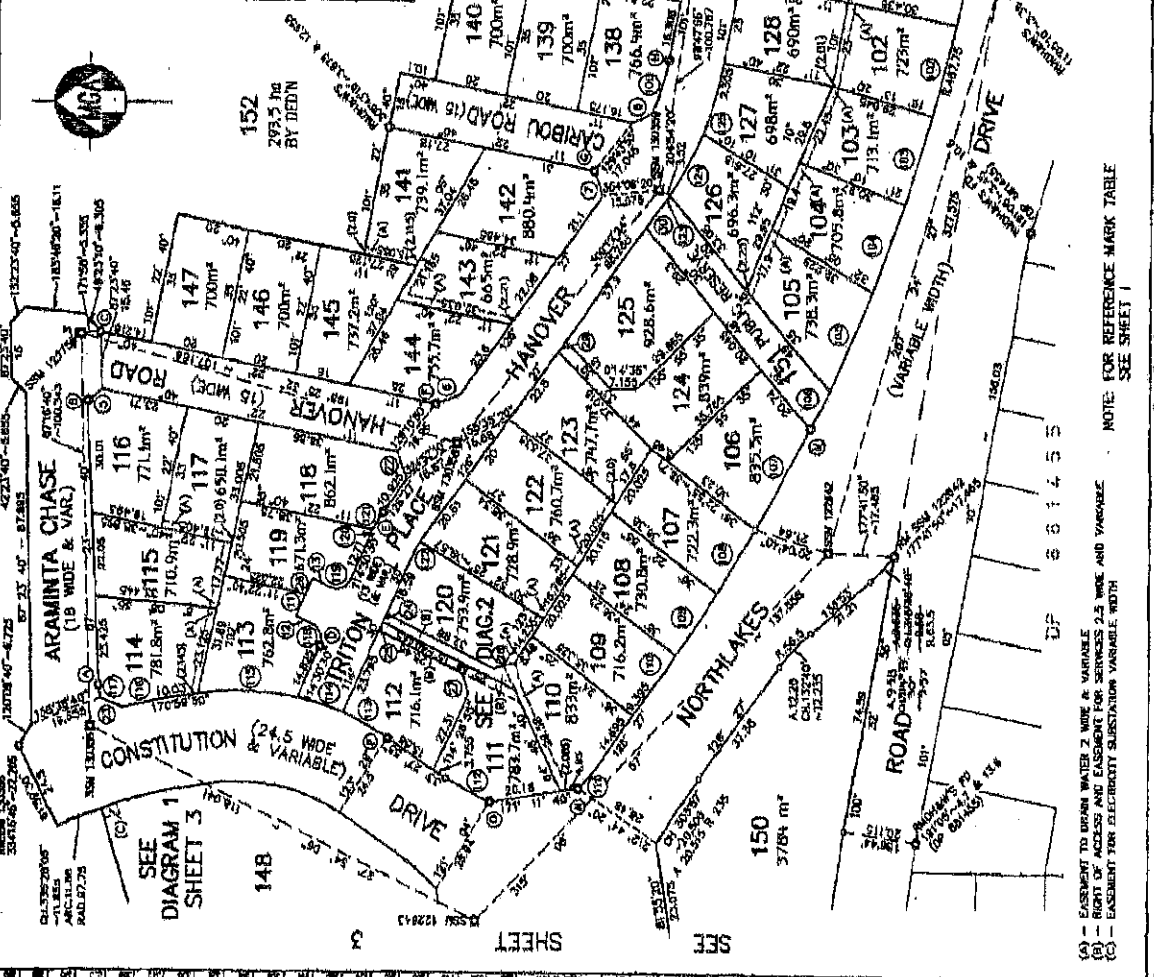
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Project Location: [Text]

Project Status: [Text]

Project Notes: [Text]

Schedule of Short Lines	Schedule of Curved Mainlines
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3	103
4	104
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6	106
7	107
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PLAN 10355542

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

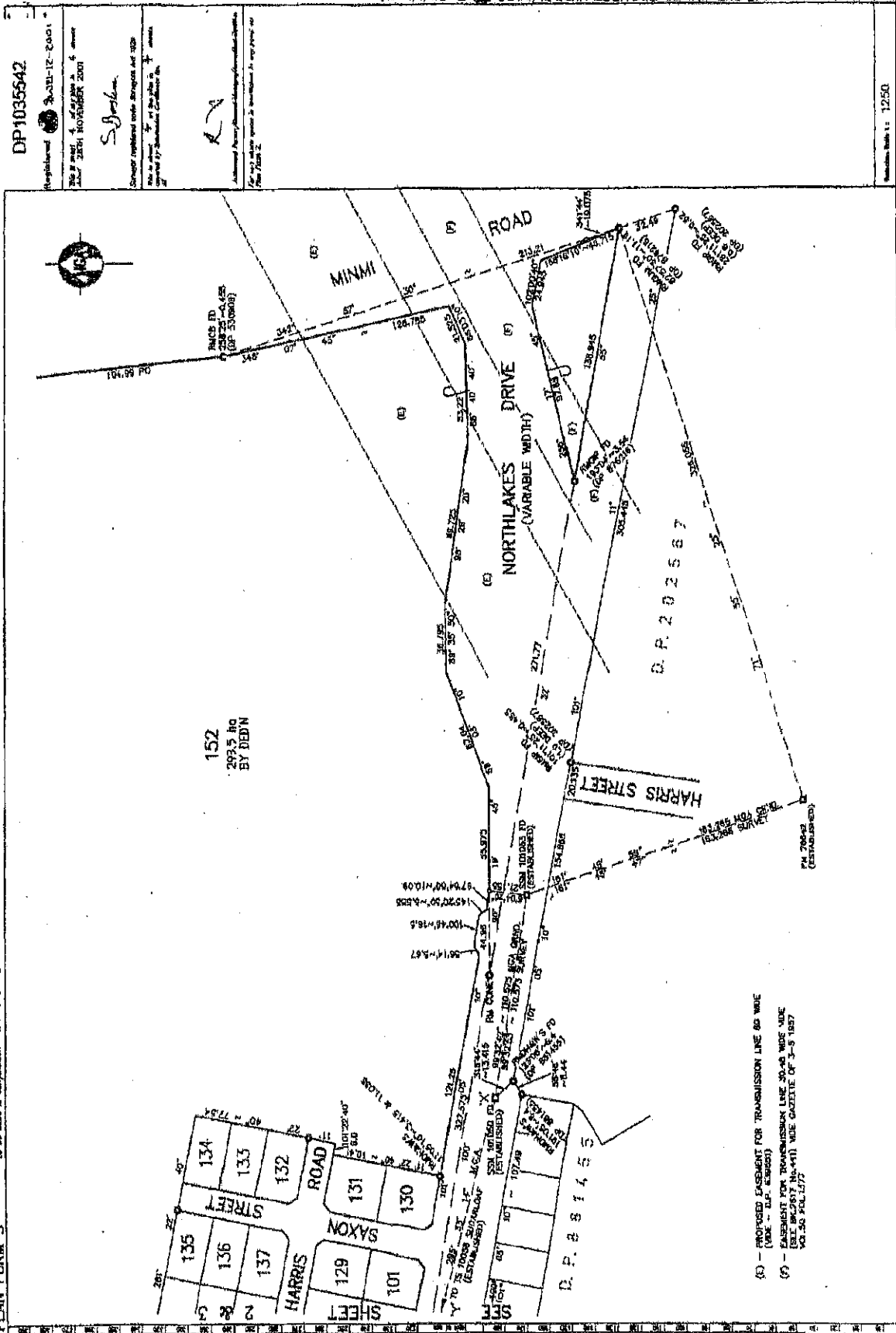
WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 3 To be used in conjunction with Plan Form 2



DP1035542

Registered 2011-12-2001

This is not a final plan and is not to be used for any purpose other than for the purpose of the survey.

Surveyor registered with Surveyors Act 1920

Surveyor's name: S. J. J. J.

Surveyor's address: 1234 Main Street, Sydney, NSW 1500

Surveyor's telephone: 02 1234 5678

Surveyor's fax: 02 1234 5678

Surveyor's email: s.j.j.j@surveyors.com.au

Surveyor's website: www.s.j.j.j.com.au

Surveyor's professional indemnity insurance: 123456789

Surveyor's public liability insurance: 123456789

Surveyor's professional indemnity insurance: 123456789

Surveyor's public liability insurance: 123456789

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Surveyor's public liability insurance: 123456789

Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 6 Sheets)

DP1035542

Plan of Subdivision of Lot 4 D.P. 877349 covered by Subdivision Certificate No. DE/01/239/3B

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 031 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagee of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide and variable	102 103 104 105 110 114 115 117 120 121 122 130 135 136 137 141 143 151	101 101, 102 101-103 incl. 101-104 incl., 126 120-123 incl. 113-117 incl., 115-117 incl. 116, 117 116 121-123 incl. 122, 123 123 152 152 135, 152 135, 136, 152 152 152, 141 101-105 incl. 124-126 incl.
2	Right of access and easement for services 2.5 wide and variable	110 111	111 110
3	Easement for electricity substation, variable width	148	Energy Australia

[Signature]

[Signature]

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

(Sheet 2 of 6 Sheets)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Easement for electricity transmission lines and access thereto 15 wide	152	Energy Australia
5	Restriction as to User	1-147 incl.	Every other lot except Lots 148-152 incl.
6	Restriction as to User	133, 135, 140	Lake Macquarie City Council

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan.

1. Full and free right leave liberty and licence for Energy Australia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:
 - (a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, underground and electricity transmission conductors, wires and cables; and other ancillary works (including a kiosk substation) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in Energy Australia);
 - (b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
 - (c) To enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
 - (d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
 - (e) For the purpose of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart from land adjoining the lot burdened owned by the owner for the time being of the lot burdened;
2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to Energy Australia of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.



DP1035542

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 3 of 6 Sheets)

1. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this easement.

Terms of easement, profits a prendre, restriction, or positive covenant numbered 4 in the plan.

2. Full and free right leave liberty and licence for Energy Australia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:
 - (a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, overhead and/or underground electricity transmission conductors, wires and cables; and other ancillary works (including a substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in Energy Australia);
 - (b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
 - (c) To enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
 - (d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
 - (e) For the purpose of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart from land adjoining the lot burdened owned by the owner for the time being of the lot burdened;
2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables supports and other ancillary works or interferes with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.
3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this easement.



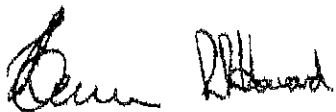
DP1035542


Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 4 of 6 Sheets)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 referred to in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a grunny flat in accordance with the relevant local Council provisions.
- (ii) Not more than two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.



DP1035542 

DP1035542

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

(Sheet 5 of 6 Sheets)

- (iii) In this subclause "corner lot" shall mean lots 101, 116, 118, 125, 129, 130, 131, 132, 137, 138, 142, 144.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-created upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 referred to in the plan:

In the event that a residence is constructed on any lot burdened having a slab on ground construction, no cut or fill external to the footprint of the residence so created shall be greater than 1.2 metres.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 and 6 in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 inclusive in the plan.

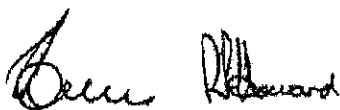
The Proprietor for the time being of the benefited lot.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 & 4 inclusive in the plan.

Energy Australia

Name of person empowered to release, vary or modify restriction or positive covenant numbered 5 inclusive in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.







Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 6 of 6 Sheets)



Executed by NORTH LAKES PTY LIMITED
ACN 081 031 861 by:

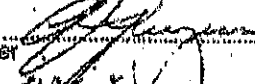
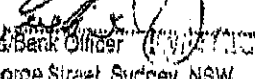

Director SECRETARY
Print Name: Paul Hamer


Director
Print Name:

Executed by:

Executed by:

Mortgage under Mortgage No. 5264958
Signed & sealed by this 5TH day of
DECEMBER 2011 for National
Australia Bank Limited ABN 12 001 014 807
by Paul Mary FERGUSON its duly appointed
Attorney under Power of Attorney
No. 510 Pook 2011


Manager

Witness Bank Officer (V) Paul Mary FERGUSON
250 George Street, Sydney NSW

DP1035542

RECEIVED
21-12-2011

WARNING: CHEATING ON VOTING WILL LEAD TO REJECTION

DP1036819

Revised

2 of my plan is **2** greater

S. J. J. J.

2000

2

10. How many times have you been married?

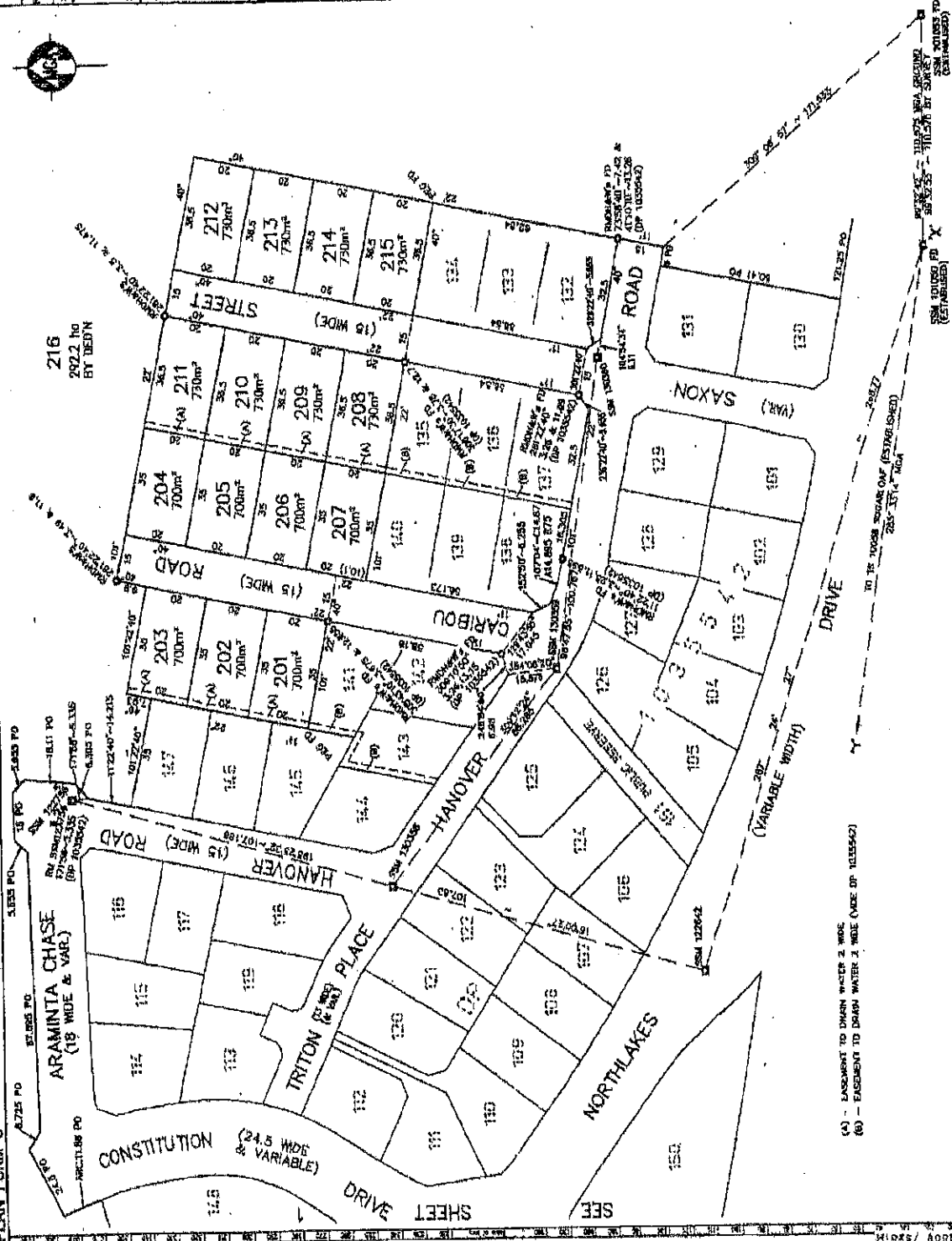
SECRET
NOV 1968

Attachment Sheet 1: BOD

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THE UNIVERSITY OF CHICAGO PRESS

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.



Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 3 Sheets)

DP1036819

Plan of Subdivision of Lot 152 D.P. 1035542 covered by
Subdivision Certificate No. 001-239

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 031 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagees of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	211 210 209 208 203 202 201	216 216, 211 216, 211, 210 216, 211, 210, 209 216 216, 203 216, 203, 202
2	Restriction as to User	201-215 incl.	Every other lot except Lot 216

Part 2 (Terms)

Terms of easement, profit a pendre, restriction, or positive covenant numbered 2 referred to in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.



Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

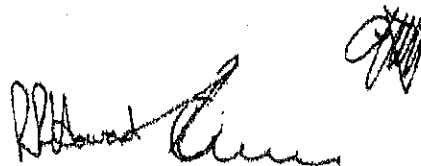
(Sheet 2 of 3 Sheets)

- (a) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) Not more than one residence shall be erected or be permitted to remain erected on any Lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan.

Lake Macquarie City Council

DP1036819




Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919


(Sheet 3 of 3 Sheets)

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 inclusive in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

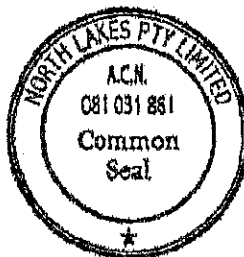
Executed by NORTH LAKES PTY LIMITED
ACN 081 031 861 by:


Director
Print Name: Rex P Howard

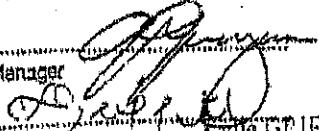

Director
Print Name: Paul Vincent Jones

Executed by:

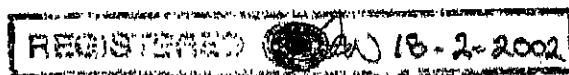
Executed by:



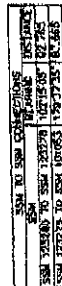
Mortgage under Mortgage No. 526488
Signed at Sydney this 31st day of
JANUARY 2002 for National
Australia Bank Limited ABN 12 004 014 987
by Fiona Mary FERGUSON
appointed Attorney under Power of Attorney
No. 6/9 Bank 3534


Manager
Witness/Bank Officer Kyle GRIFFITH
255 George Street, Sydney NSW

DP1036819



MARK	SCHEDULE OF REFERENCE MARKS		TYPE
	DATE	MARK	
A	28572.40	3.4 ± 11.6	PROBABLY S
B	57245.25	3.4 ± 11.6	PROBABLY S
C	33255.25	3.5 ± 10.6	PROBABLY S
D	33255.25	3.5 ± 10.6	PROBABLY S
E	110571.00	3.4 ± 11.1	PROBABLY S
F	28572.40	3.4 ± 11.5	PROBABLY S
G	28572.40	3.5 ± 12.7	PROBABLY S
H	6704.20	2.1 ± 5.5	SUBJECTS
I	310.40	6.1 ± 1	PROBABLY S
J	310.40	6.1 ± 1	PROBABLY S
K	242.56	1.1 ± 0.8	PROBABLY S
L	242.56	1.1 ± 0.8	PROBABLY S
M	28572.40	3.3 ± 13.3	PROBABLY S
N	1127.40	2.5 ± 1.9	PROBABLY S
O	1127.40	2.5 ± 1.9	PROBABLY S



THE UNIVERSITY OF CHICAGO

...then it's time to appear in the spot

— 740000 443.015 121/06/2002)

For 1993 where quite a number of my friends or
 Mum's friends I.

SUBJECTS REFERENCE: 17079

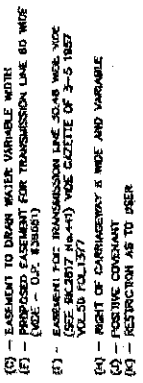


DIAGRAM
SCALE 1:250

Plan Training only to appear in the book

COOPER/ROD (12) 3M471155 "HAWK" : 200204

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act

(Sheet 1 of 4 Sheets)

DP1039688

Plan of Subdivision of Lot 216 D.P. 1036819 covered by Subdivision Certificate No. _____

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 031 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagee of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	301 303 315 316 317 318	300 300 314 314, 315 314-316 incl. 314-317 incl.
2	Right of access and easement for services 2.5 wide and variable	311 313	313 311
3	Easement to Drain Water variable width	307	300, 308
4	Right of Carriageway 6 wide and variable	300	Lake Macquarie City Council
5	Positive Covenant	300	Lake Macquarie City Council
6	Restriction as to user	306 307	Lake Macquarie City Council Lake Macquarie City Council
7	Restriction as to user	304 305 306 307 308 309 312 323	Lake Macquarie City Council
8	Restriction as to User	301-323 incl.	Every other lot except 300

[Handwritten signature]

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Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

(Sheet 2 of 4 Sheets)

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan.

The owner/s of any lot from time to time within which the Right of Carriageway 6 wide and variable marked "H" in the plan is located, shall at its expense, maintain the right of carriageway.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan.

1. No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.
2. No cat shall be allowed to be kept on any lot burdened.
3. No clearing of native vegetation including trees, shrubs and grasses, or construction of a dwelling, garage, garden shed, pool, or similar improvement, shall take place in the area marked "K" in the plan.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan.

In the event that a residence is constructed on any lot burdened having a slab on ground construction no out or fill external to the footprint of the residence so created shall be greater than 1.2 metres.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 referred to in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

DP1039688

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

(Sheet 3 of 4 Sheets)

- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (l) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
 - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
 - (ii) Not more than two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
 - (iii) In this subclause "corner lot" shall mean lots 301, 302, 303, 304, 312, 314, 323.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3, 4, 5, 6 and 7 in the plan.

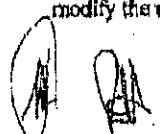
Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 inclusive in the plan.

The Proprietor for the time being of the benefited lot.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 inclusive in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.



DP1039688



DP1039688

Director Ross P. Howard
Print Name: Ross P. Howard

Executed by:

Executed by:



NOTED: 1. 1974 5264958
SIGNED: 1974

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-19-2001 BY 60322 UCBAW

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MAILED
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RECEIVED
JAN 10 1968
FBI - NEW YORK



DATE : 17/08/2008 (14/08/2008)

Instrument setting out terms of Easement or Profit a Pendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919
(Sheet 1 of 4 Sheets)

DP1047020

Plan of Subdivision of Lot 800 D.P. 1047011 covered by
Subdivision Certificate No. 0101/234

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 031 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagee of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	901 902 903 904 905 906 907 910 927 927 925 924 918 919 920 921 915 916 910	902-907 incl. 903-907 incl. 904-907 incl. 905-907 incl. 906-907 906 927, 923-925 923-925 923-924 923 919-922, 917 920-922 921-922 922 916, 900 900 911
2	Right of access and easement for services 2.5 wide and variable	933 934 935	934, 935 933, 935 933, 934
3	Easement to drain water variable width	935 934	933, 934 933, 935
4	Restriction as to user	917 935 936	Lake Macquarie City Council Lake Macquarie City Council Lake Macquarie City Council
5	Restriction as to user	917-920 incl. 933-935 incl.	Lake Macquarie City Council Lake Macquarie City Council
6	Restriction as to User	901-935 incl.	Every other lot except 936

of Burdened-Lot 733, Benefited-Lots 904, 935.

[Handwritten signatures]

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919
(Sheet 2 of 4 Sheets)

DP1047020

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 in the plan.

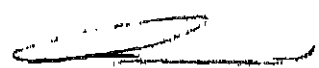
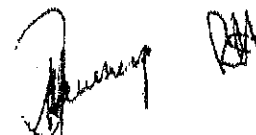
1. No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.
2. No cat shall be allowed to be kept on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan.

In the event that a residence is constructed on any lot burdened having a slab on ground construction no cut or fill external to the footprint of the residence so created shall be greater than 1.2 metres.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 referred to in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.



DP1047020

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 83B Conveyancing Act 1919

(Sheet 3 of 4 Sheets)

- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
(ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
(iii) In this subclause "corner lot" shall mean lots 901, 906, 908, 909, 911, 912, 914, 915, 926, 928.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 3, 4 and 5 in the plan.

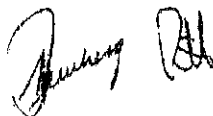
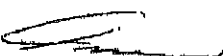
Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 inclusive in the plan.

The Proprietor for the time being of the benefited lot.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 inclusive in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.





10/10/10

[illegible]

Department of Lands and Forests

It is necessary especially in regard to the colonies the first action should have been taken.

Journal of Management Education 30(6) 789-800
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Substitution. Our affiants
 certify that the signatures at all of the Substantive Plaintiff
Defendant and Witness have been subjected to scrutiny in the
 manner

[illegible]

MARK	W.C.A. CO-OPERATIVES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
2 10008	303 274.4516	4 308 782.8718	35	A	1

Plan Drawing only to appear in the report

LINE	SHORT LINE TABLE	DISTANCE
1	21.285	PO
2	22.86	PO
3	79.215	PO
4	60.41	PO
5	18.28	PO
6	35.725	PO
7	33.43	PO
8	12.115	PO
9	11.14	PO
10	7.432	PO
11	8.533	PO
12	74.883	PO
13	10.458	PO
14	123.775	PO
15	23.825	PO
16	53.22	PO
17	71.33	PO

[illegible]

NP1061384

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Michael Adams is a

1

1400 OF 10889

Supplies were in short supply. Distribution of the

LAKE MACQUARIE

LUUETTY - CAMERON PARK

1. The following information is for your information only. It is not to be used for any other purpose.

There is sheet 1 of my own in

Survey Questionnaire
 Sample 2nd Edition

W. HARPER BROTHERS TRILLIWAY
905 DELICEN STREET BOATON

It's not that I don't like the energy that comes from the sun, but I don't like the energy that comes from the sun.

The money factor is

—Sagans pvt
—Sagans pvt

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DR 872548 DR 1035542 DR 2

06606038 DP 1040771

OF BOARD OF TRUSTEES

10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044

[illegible]

THEY ARE THE ONLY

REPORT OF COMMISSIONER OF
THE LAND OFFICE

4- POSITIVE COPY SENT TO BUREAU

**"It's not
just about
the money,
it's about
the future."**

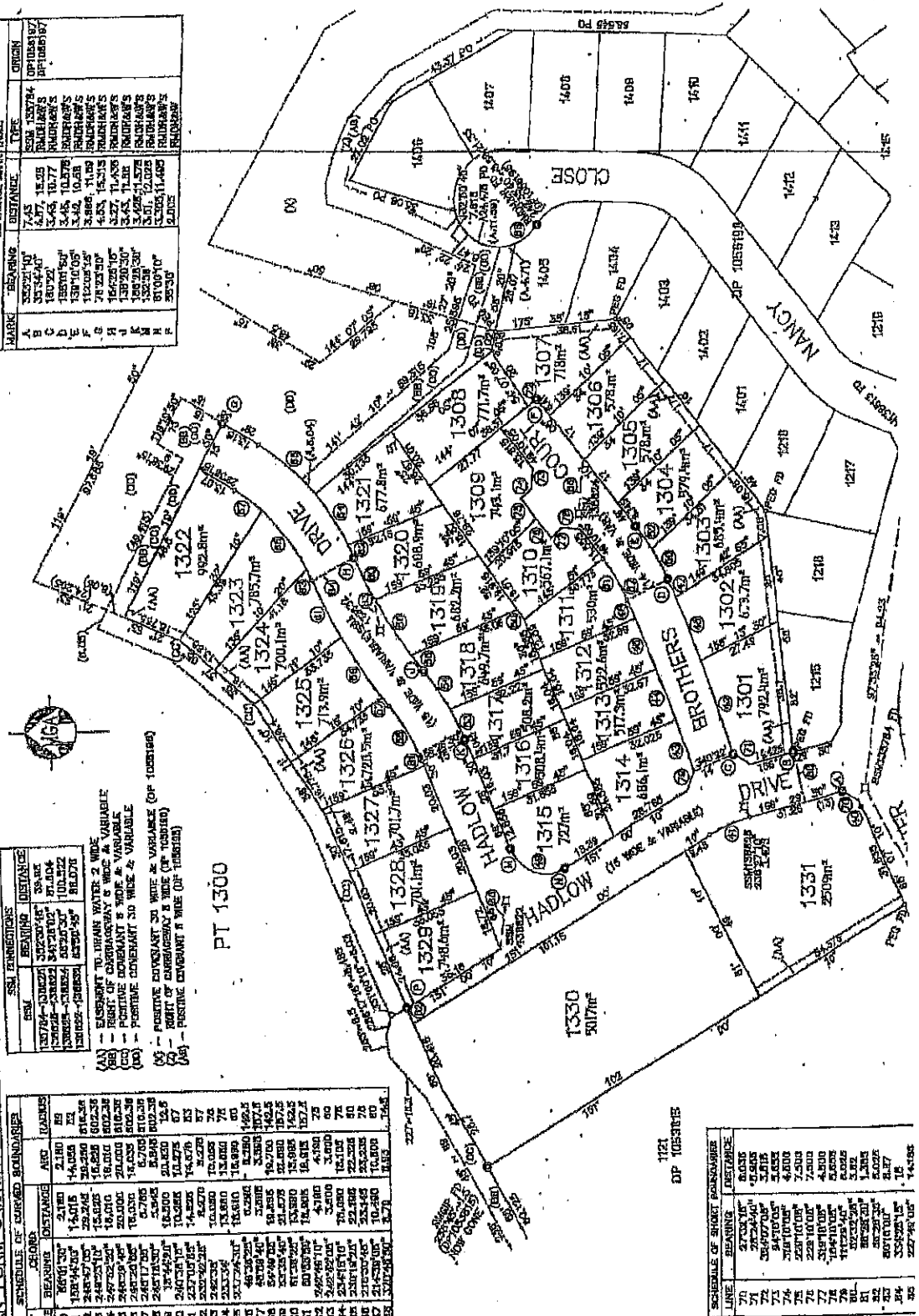
Figure 1. The effect of the concentration of the polymer solution on the apparent viscosity of the polymer solution. The concentration of the polymer solution was 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.0, 69.1, 69.2, 69.3, 69.4,

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

Additional Pages, Attached - Designated as Part of Our File

| SSL CONNECTIONS | | |
|-----------------|------------|----------|
| SSM | BEARING | DISTANCE |
| 135784-130624 | 342750-48" | 39.485 |
| 135785-538922 | 342750-24" | 87.104 |
| 135825-130624 | 342750-30" | 100.722 |
| 135822-130624 | 342750-55" | 88.078 |

| SCHEDULE OF SHORT BALANCE | | DEBIT | CREDIT |
|---------------------------|---------|--------|--------|
| LINE | MEANING | | |
| 70 | 4730018 | 6.0316 | |
| 71 | 2572441 | 4.9485 | |
| 72 | 3814700 | 5.6118 | |
| 73 | 3418703 | 5.8382 | |
| 74 | 2741070 | 4.8308 | |
| 75 | 2281108 | 7.5023 | |
| 76 | 2281108 | 7.5023 | |
| 77 | 3131810 | 4.8500 | |
| 78 | 1137216 | 6.0485 | |
| 79 | 1137216 | 6.0485 | |
| 80 | 1212313 | 5.82 | |
| 81 | 8825820 | 1.3343 | |
| 82 | 2512913 | 5.0224 | |
| 83 | 8010710 | 2.87 | |
| 84 | 2227481 | 1.16 | |
| 85 | 2227481 | 1.4485 | |



Instrument setting out terms of Easement or Profit a Pendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 4 Sheets)

DP1061384

Full name and address
of the owner of the land:

Plan of Subdivision of Lot 1400 D.P.1056198 covered by
Subdivision Certificate No. D01-239

North Lakes Pty Limited
ACN 081 031 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagee of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1

| Number of item shown in the intepation panel on the plan. | Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefitted lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|--|---|
| 1 | Easement to drain water 2 wide | 1307
1306
1305
1304
1303
1302
1301
1322
1323
1324
1325
1326
1327
1328
1329
1331 | 1300
1300, 1307
1300, 1306-1307
1300, 1305-1307
1300, 1304-1307
1300, 1303-1307
1300, 1302-1307
1300
1300, 1322
1300, 1322-1323
1300, 1322-1324
1300, 1322-1325
1300, 1322-1326
1300, 1322-1327
1300, 1322-1328
1330 |
| 2 | Right of Cardageway 5 wide & Variable | 1300 | Lake Macquarie City Council |
| 3 | Positive Covenant 5 wide & Variable | 1300 | Lake Macquarie City Council |
| 4 | Positive Covenant 30 wide & variable | 1300 | Lake Macquarie City Council |
| 5 | Restriction as to User | 1322-1329
1321, 1308
1307 | Lake Macquarie City Council |
| 6 | Restriction as to User | 1322-1329
1321, 1308
1307 | Lake Macquarie City Council |
| 7 | Restriction as to User | 1301-1329 incl. | Every other lot except 1300 |

Lake Macquarie City Council

Approved 88B Instrument for

SUBDIVISION CERTIFICATE

DC: D01-239

Authorised Person: [Signature]

Date: 09.1.12

[Signature]

Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 2 of 4 Sheets)

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 referred to in the plan:

The owner/s of any lot from time to time within which the Right of Carriageway 6 wide & Variable in the plan is located, shall at its expense, maintain the right of carriageway.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 referred to in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground level/understorey to a level of 6 tonnes/hectare or less.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 referred to in the plan:

No cat shall be allowed to be kept on any lot burdened.


Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan.

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 referred to in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

DP1061384

OK RA


Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land, or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 3 of 4 Sheets)

- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited, its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferee North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot, save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
- (iii) In this sub-clause "corner lot" shall mean lots 1301, 1314 and 1315.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- ~~(m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.~~
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

DP1061384

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 4 of 4 Sheets)

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1-6 inclusive in the plan.

Lake Macquarie City Council

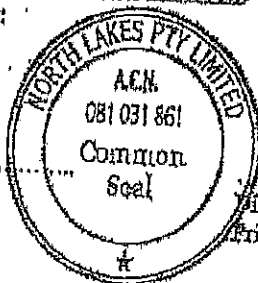
Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 inclusive in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

Executed by NORTH LAKES PTY LIMITED
ACN 081 031 861 by:

DP1061384

[Signature]
Director
Print Name:
Peter Howard



[Signature]
Director
Print Name:

executed by:

witnessed by:

Mortgages under Mortgage No. 5264958

Signed at Sydney this 15th day of December 2003 for National

Australia Bank Limited ABN 18 001 044 887
by Fiona Mary PERLISOU its duly

authorised Attorney under Power of Attorney
No. 349 Bock 0054

[Signature]
Manager

Witness/Bank Officer: *[Signature]* KIMBELLE SMYTH
266 George Street, Sydney NSW



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 5 sheets

| MARK | SURVEYING REGULATION 2007: CLAUSE 38(1) & CLAUSE 61(2) | | METHOD | ORIGIN |
|------------|--|---------------|--------|-----------------|
| | MARK | COORDINATES | | |
| SSM 140877 | 370 214.946 | 0 308 281.321 | C | CLOSED TRAVERSE |
| SSM 140878 | 370 167.477 | 0 308 326.372 | C | CLOSED TRAVERSE |
| SSM 140879 | 370 144.972 | 0 308 371.935 | C | CLOSED TRAVERSE |
| SSM 140880 | 370 104.310 | 0 308 404.372 | C | CLOSED TRAVERSE |
| SSM 140881 | 370 342.004 | 0 308 450.786 | C | CLOSED TRAVERSE |
| SSM 140882 | 370 285.285 | 0 308 482.857 | C | CLOSED TRAVERSE |
| SSM 140883 | 370 324.101 | 0 308 420.485 | C | CLOSED TRAVERSE |

SEE DIAGRAM D SHEET 4

PT 2000

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

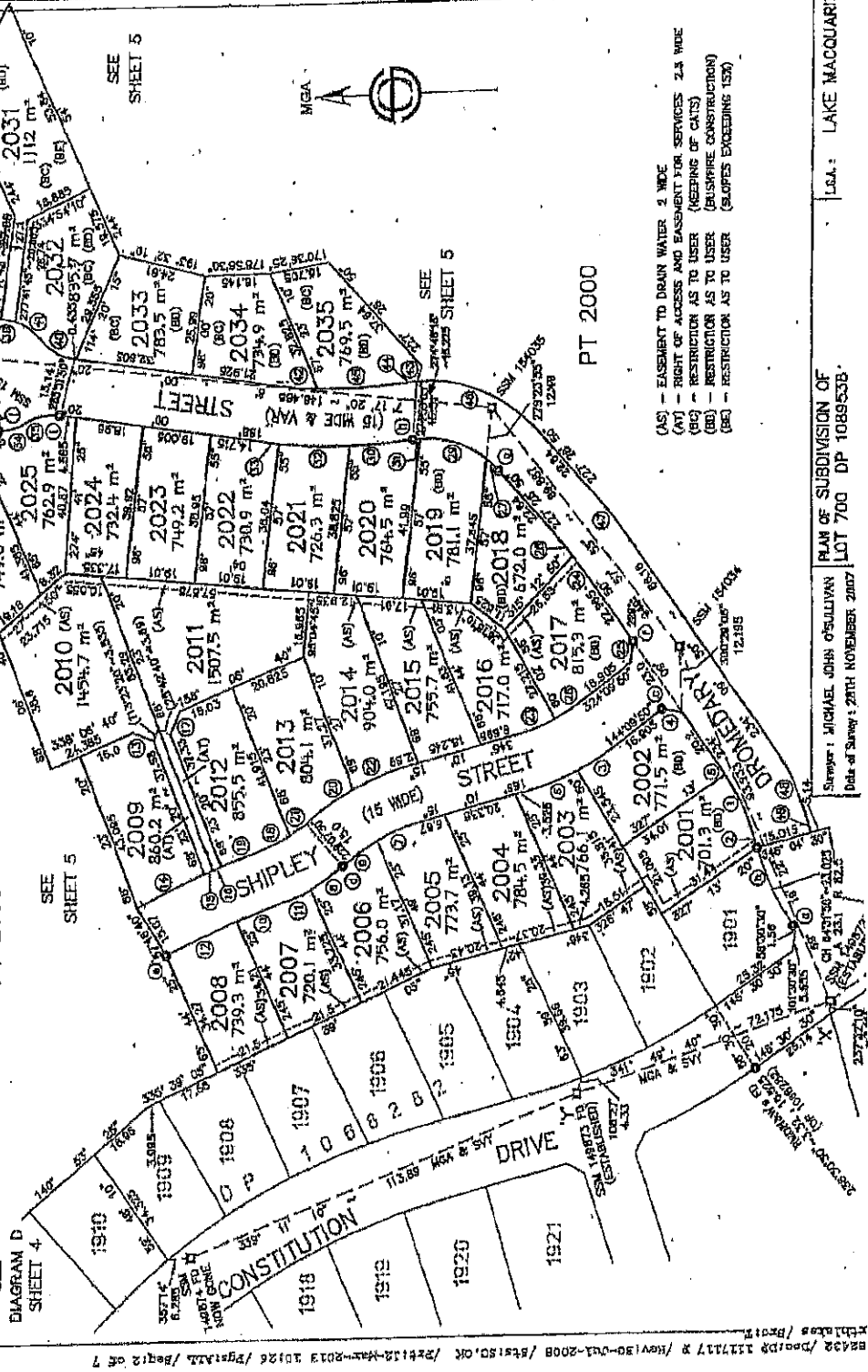
SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 5



| MARK | BEARING | DISTANCE | REMARK | ORIGIN |
|------|------------|----------|--------|------------|
| 1 | 204°23'45" | 11.245 | 11.245 | DP 1089532 |
| 2 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 3 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 4 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 5 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 6 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 7 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 8 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 9 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 10 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 11 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 12 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 13 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 14 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 15 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 16 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 17 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 18 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 19 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 20 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 21 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 22 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 23 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 24 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 25 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 26 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 27 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 28 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 29 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 30 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 31 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 32 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 33 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 34 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 35 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 36 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 37 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 38 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 39 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 40 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 41 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 42 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 43 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 44 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 45 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 46 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 47 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 48 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 49 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |
| 50 | 189°10'50" | 11.245 | 11.245 | DP 1089532 |

| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------|----------|--------|--------|
| 1 | 204°23'45" | 11.245 | 11.245 | 67.5 |
| 2 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 3 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 4 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 5 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 6 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 7 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 8 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 9 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 10 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 11 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 12 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 13 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 14 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 15 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 16 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 17 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 18 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 19 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 20 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 21 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 22 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 23 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 24 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 25 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 26 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 27 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 28 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 29 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 30 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 31 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 32 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 33 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 34 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 35 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 36 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 37 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 38 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 39 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 40 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 41 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 42 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 43 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 44 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 45 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 46 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 47 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 48 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 49 | 189°10'50" | 11.245 | 11.245 | 67.5 |
| 50 | 189°10'50" | 11.245 | 11.245 | 67.5 |

(AS) - EASEMENT TO DRAIN WATER 2 MDE
(AT) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.4 MDE
(B2) - RESTRICTION AS TO USER (KEEPING OF CATS)
(B3) - RESTRICTION AS TO USER (BUSHFIRE CONSTRUCTION)
(B4) - RESTRICTION AS TO USER (SLOPES EXCEEDING 15%)

Surveyor: MICHAEL JOHN O'SULLIVAN
Date of Survey: 28TH NOVEMBER 2007

Lot 700 DP 1089532

LAKE MACQUARIE

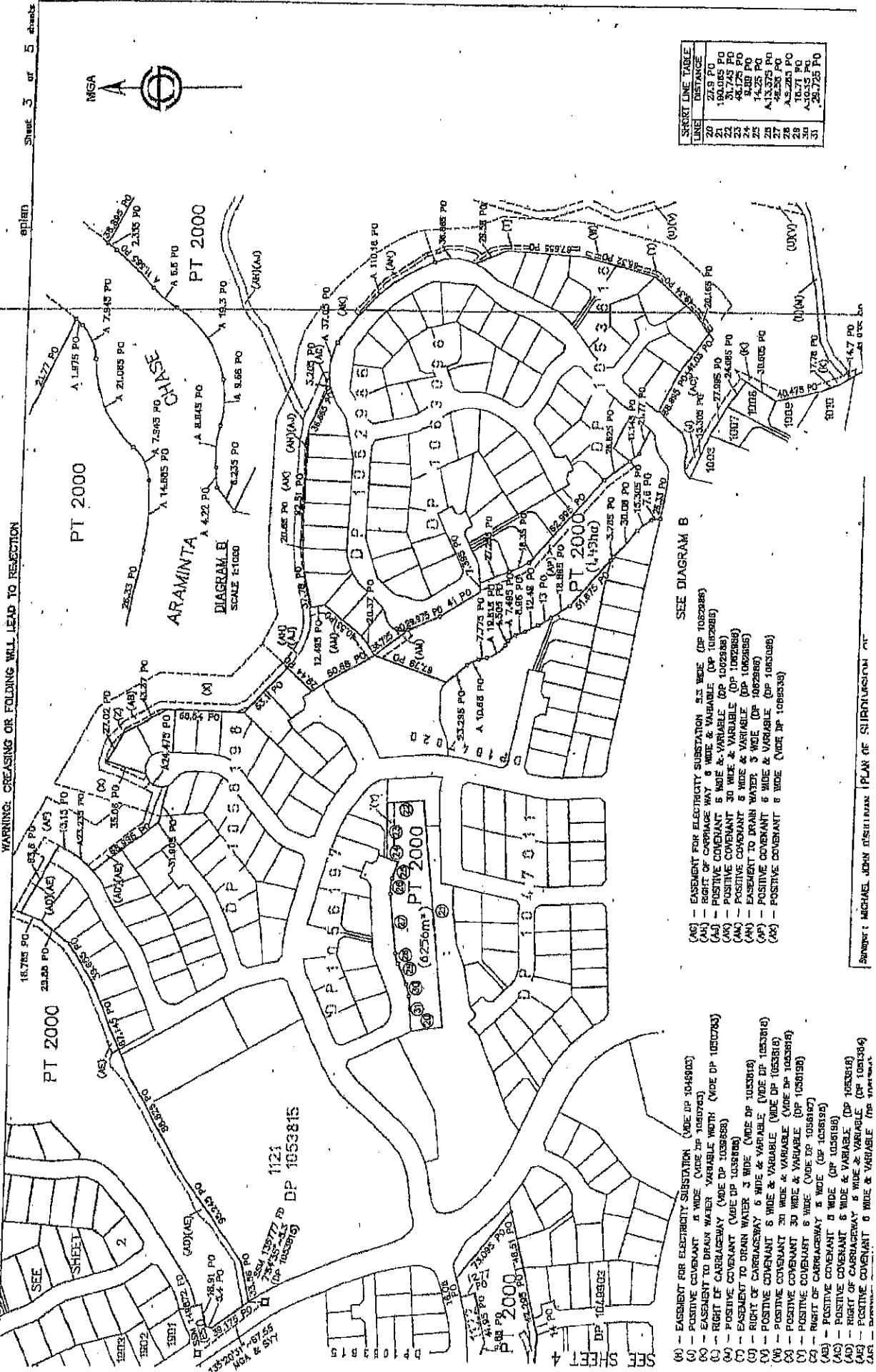
LAKE MACQUARIE

LAKE MACQUARIE

LAKE MACQUARIE

LAKE MACQUARIE

PLAN FORM 2 (A2)



| LINE | DISTANCE |
|------|----------|
| 20 | 27.9 PO |
| 21 | 18.0 PO |
| 22 | 18.0 PO |
| 23 | 48.7 PO |
| 24 | 8.0 PO |
| 25 | 14.2 PO |
| 26 | 14.2 PO |
| 27 | 14.2 PO |
| 28 | 14.2 PO |
| 29 | 14.2 PO |
| 30 | 14.2 PO |
| 31 | 26.7 PO |

SEE DIAGRAM B

- (A1) - EASEMENT FOR ELECTRICITY SUBSTATION 5.5 WIDE (DP 1053815)
- (A2) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (DP 1053815)
- (A3) - POSITIVE COVENANT 5 WIDE & VARIABLE (DP 1053815)
- (A4) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A5) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A6) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A7) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A8) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A9) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)
- (A10) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1053815)

- (A1) - EASEMENT FOR ELECTRICITY SUBSTATION (WIDE DP 1044903)
- (A2) - POSITIVE COVENANT 5 WIDE (WIDE DP 1053815)
- (A3) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (WIDE DP 1053815)
- (A4) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A5) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A6) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A7) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A8) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A9) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)
- (A10) - POSITIVE COVENANT 30 WIDE & VARIABLE (WIDE DP 1053815)

SIGNED: MICHAEL JOHN DUNN PLAN OF SUBDIVISION

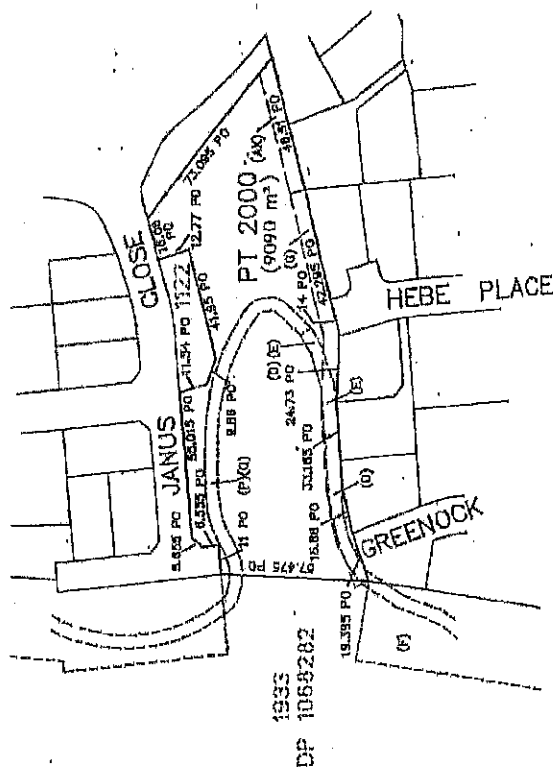
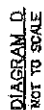
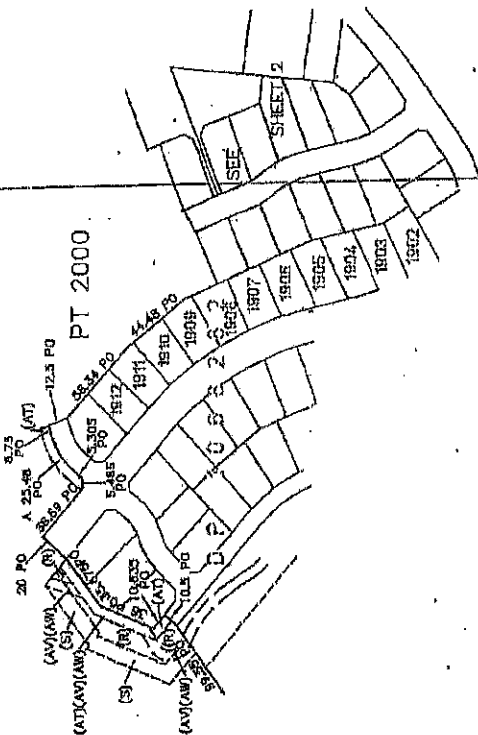
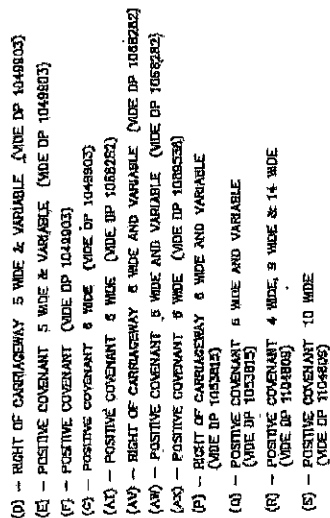


DIAGRAM C
SCALE 1:1250

| | | |
|--|---|--|
| <p>Surveyor: MICHAEL JOHN O'SULLIVAN
 Date of Survey: 28TH NOVEMBER 2007</p> | <p>PLAN OF SUBDIVISION OF
 LOT 700 DP 1089538</p> | <p>L.C.A.: LAKE MACQUARIE
 Locality: CAMERON PARK
 Shedblock No.:
 Lengths are in metres. Stationing Ratio 1:---</p> |
|--|---|--|

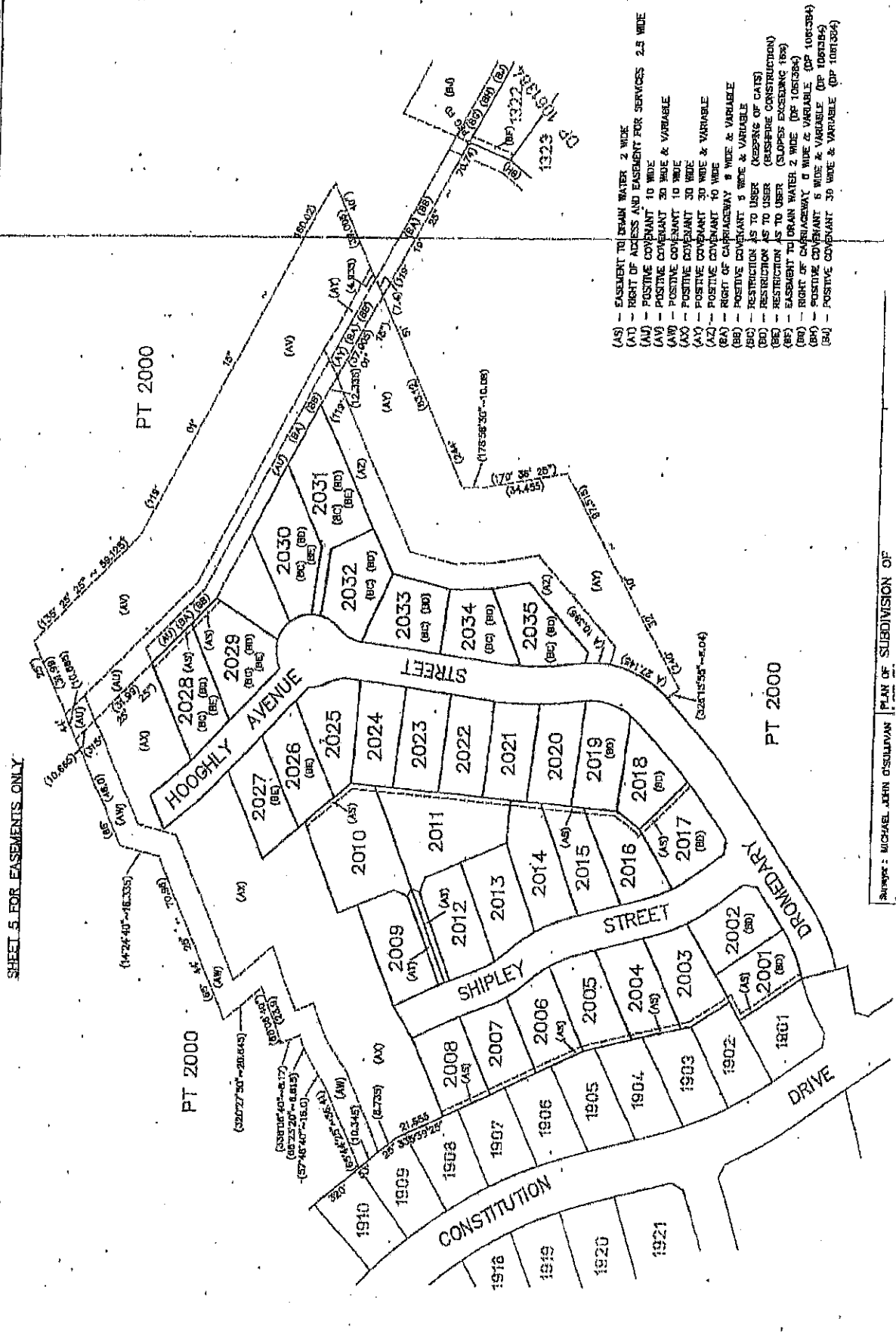
22.1.2008

DP117117

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 5 FOR EASEMENTS ONLY

explain



- (AS) - EASEMENT TO DRAIN WATER 2 WIDE
- (AU) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE
- (AV) - POSITIVE COVENANT 10 WIDE
- (AW) - POSITIVE COVENANT 30 WIDE & VARIABLE
- (AX) - POSITIVE COVENANT 10 WIDE
- (AY) - POSITIVE COVENANT 30 WIDE
- (AZ) - POSITIVE COVENANT 10 WIDE
- (BA) - RIGHT OF EASEMENT 8 WIDE & VARIABLE
- (BB) - POSITIVE COVENANT 5 WIDE & VARIABLE
- (BC) - RESTRICTION AS TO USER (KEEPING OF CARS)
- (BD) - RESTRICTION AS TO USER (RESERVE CONSTRUCTION)
- (BE) - EASEMENT TO DRAIN WATER 2 WIDE
- (BF) - POSITIVE COVENANT 10 WIDE
- (BG) - POSITIVE COVENANT 30 WIDE & VARIABLE
- (BH) - POSITIVE COVENANT 30 WIDE & VARIABLE

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 2 WIDE
2. RIGHT OF ACCESS & EASEMENT FOR SERVICES 2.5 WIDE
3. POSITIVE COVENANT 10 WIDE
4. POSITIVE COVENANT 30 WIDE & VAR
5. POSITIVE COVENANT 10 WIDE
6. POSITIVE COVENANT 30 WIDE
7. POSITIVE COVENANT 30 WIDE & VAR
8. POSITIVE COVENANT 10 WIDE
9. RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
10. POSITIVE COVENANT 6 WIDE & VAR
1. RESTRICTION AS TO USER (KEEPING OF CATS)
2. RESTRICTION AS TO USER (BUSHFIRE CONSTRUCTION)
3. RESTRICTION AS TO USER (SLOPES EXCEEDING 15%)
4. RESTRICTION AS TO USER

IS INTENDED TO DEDICATE THE EXTENSION OF DROMEDARY STREET, SHIPLEY STREET AND DOGHOBY AVENUE TO THE PUBLIC AS PUBLIC ROAD
Use PLAN FORM 6A for additional certificates, signatures, seals and statements

rown Lands NSW/Western Lands Office Approval

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

Signature :

Date :

Number :

Seal :

Subdivision Certificate

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

is proposed Subdivision set out herein
* (Insert "subdivision" or "new road")

Authorised Person/General Manager/Accredited Certifier

sent Authority : Lake Macquarie City Council

of Endorsement : 13 December 2007

editation No. :

ision Certificate No : SC/103/2007

Vo. : 04/239/2001/G

to whichever is applicable

DP1117117

Registered : 22.1.2008

Title System : TORRENS

Purpose : SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 700 DP 1089538

L.G.A. : LAKE MACQUARIE

Locality : CAMERON PARK

Parish : TERALBA

County : NORTHUMBERLAND

Surveying Regulation, 2006

I, MICHAEL JOHN O'SULLIVAN
of HARPER SOMERS O'SULLIVAN
241 DENISON STREET, BROADMEADOW
a surveyor registered under the Surveying Act, 2002, certify that
the survey represented in this plan is accurate, has been made
in accordance with the Surveying Regulation, 2006 and was
completed on : 28TH NOVEMBER 2007

The survey relates to
lots 2001 to 2035

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

Signature : [Signature] Dated : 29-11-07
Surveyor registered under the Surveying Act, 2002

Datum Line : X-Y

Type : Urban/Rural

Plans used in preparation of Survey/Completion:

DP 1063098
DP 1016351
DP 1034558
DP 816113
DP 816191
DP 1089538

SURVEYOR'S REFERENCE : 17029-8A_STG20

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

IN OF SUBDIVISION OF
T 700 DP 1089538

DP1117117

Registered :

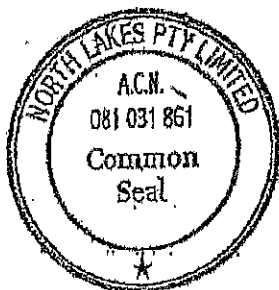


22.1.2008

* OFFICE USE ONLY

Division Certificate No:

Date of Endorsement:



David Hines
DIRECTOR

Brian Swaine
ACTING SECRETARY

Mortgage under Mortgage No. 5264958
Signed at Sydney this 17th day of
December 2007 for National
Australia Bank Limited ABN 12 004 044 937
by LYNETTE IRENE DARBY
its duly appointed Attorney under Power of
Attorney No. 99 Book 4512

[Signature]
Level 3 Attorney
Witness/Bank Officer, *BEPIKE KIRIKATA*,
255 George Street, Sydney NSW

sPlan,

Instrument setting out terms of Easement or Profit a Pendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 6 Sheets)

Plan: DP1117117

Plan of Subdivision of Lot 700 D.P.1089538 covered by Subdivision Certificate No. _____

Full name and address of the owner of the land:

North Lakes Pty Limited
 ACN 081 031 861
 of 364 Pacific Highway, Belmont

Full name and address of the mortgagee of the land:

National Australia Bank
 Beaumont Street, Hamilton

Part 1

| Number of item shown in the intention panel on the plan | Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefitted lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|--|---|
| 1 | Easement to drain water 2 wide | 2001
2003
2004
2005
2006
2007
2008
2017
2016
2015
2014
2011
2010
2029
2028 | 2003-2008 Inclusive, 2000
2004-2008 Inclusive, 2000
2005-2008 Inclusive, 2000
2006-2008 Inclusive, 2000
2007 & 2008, 2000
2008, 2000
2000
2016, 2015, 2014, 2011, 2010, 2000
2015, 2014, 2011, 2010, 2000
2014, 2011, 2010, 2000
2011, 2010, 2000
2010, 2000
2000
2028, 2000
2000 |
| 2 | Right of Access and Easement for services 2.5 wide | 2010
2011 | 2011
2010 |
| 3 | Positive Covenant 10 wide | 2000 | Lake Macquarie City Council |
| 4 | Positive Covenant 30 wide & variable | 2000 | Lake Macquarie City Council |
| 5 | Positive Covenant 10 wide | 2000 | Lake Macquarie City Council |
| 6 | Positive Covenant 30 wide | 2000 | Lake Macquarie City Council |
| 7 | Positive Covenant 30 wide & variable | 2000 | Lake Macquarie City Council |
| 8 | Positive Covenant 10 wide | 2000 | Lake Macquarie City Council |
| 9 | Right of Carriageway 6 wide & variable | 2000 | Lake Macquarie City Council |
| 10 | Positive Covenant 6 wide & variable | 2000 | Lake Macquarie City Council |
| 11 | Restriction as to User (keeping of cats) | 2028-2035 Inclusive. | Lake Macquarie City Council |

Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1117117

(Sheet 2 of 6 Sheets)

| | | | |
|----|---|--|-----------------------------|
| 12 | Restriction as to User
(Bushfire Construction) | 2001, 2002,
2017, 2018,
2019
2028-2035
Inclusive | Lake Macquarie City Council |
| 13 | Restriction as to User
(slopes exceeding 15%) | 2026-2031
Inclusive. | Lake Macquarie City Council |
| 14 | Restriction as to User | 2001-2035
Inclusive. | Every other lot except 2000 |

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall perform the following:

- Undergrowth and grass must be regularly slashed or mowed;
- Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and

No habitable building or other combustible structures shall be erected, or allowed to remain erected.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 referred to in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 5 tonnes/hectare or less.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 referred to in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.


In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall perform the following:

- Undergrowth and grass must be regularly slashed or mowed;
- Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and

No habitable building or other combustible structures shall be erected, or allowed to remain erected.



Instrument setting out terms of Easement or Profit a Prendre intended to be created and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88H Conveyancing Act 1919

DP1117117

(Sheet 3 of 6 Sheets)

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant, PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 referred to in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground level/understorey in a level of 6 tonnes/hectare or less.

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant, PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall perform the following:

- e) Undergrowth and grass must be regularly slashed or mowed;
- f) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and

No habitable building or other combustible structures shall be erected, or allowed to remain erected.

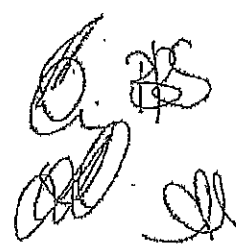
In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant, PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 10 referred to in the plan:

The owner/s of any lot from time to time within which the Right of Carriageway 6 wide and variable in the plan is located, shall at its expense, maintain the right of carriageway.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 11 referred to in the plan:

No cat shall be allowed to be kept on any lot burdened.



Instrument setting out terms of Easement or Profit or Preamble intended to be created and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1117117

(Sheet 4 of 6 Sheets)

Terms of easement, profit a preamble, restriction, or positive covenant numbered 12 referred to in the plan:

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.

Terms of easement, profit a preamble, restriction, or positive covenant numbered 13 referred to in the plan:

In the event that a residence is constructed on any lot burdened having a slab on ground construction no cut or fill external to the footprint of the residence so created shall be greater than 1.2 metres.

Terms of easement, profit a preamble, restriction, or positive covenant numbered 14 referred to in the plan:

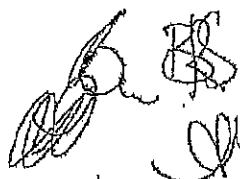
- a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or grouted Harditex provided that the proportion of brick and/or brick veneer and/or grouted Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or grouted Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- c) No existing dwelling houses shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed or permitted to remain on any lot burdened.
- d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is double lepped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.

No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.

No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation



Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 5 of 6 Sheets)

DP1117117

Government or semi-government instrumentality for the purpose of public housing.

- (i) No building shall be erected, or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (i) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
- (iii) In this sub-clause "corner lot" shall mean lots 2002 & 2017.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 3-13 inclusive in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 inclusive in the plan.

The Proprietor for the time being of the benefited lot

Name of person empowered to release, vary or modify restriction or positive covenant numbered 14 in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

ePlan.

Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1117117

(Sheet 6 of 6 Sheets)

Executed by NORTH LAKES PTY LIMITED
LCN 081 031 861 by:

Director *[Signature]*
at Name: *[Signature]*
Common Seal
Print Name: BLANK SLANE
*
NORTH LAKES PTY LIMITED
ACN 081 031 861

cutted by:

ited by:

Lake Macquarie City Council
Approved 88B Instrument for
SUBDIVISION CERTIFICATE
DC... 01.1.13.13
Authorised Person: *[Signature]*
Date: 13/1/13

Mortgage under Mortgage No. 5264958
Signed at Sydney this 17th day of
November 2007 for National
Australia Bank Limited ABN 12 004 644 837
by *[Signature]* LYNETTE PENE DASH
its duly appointed Attorney under Power of
Attorney No. 38 Book 4512

Level 3 Attorney
Witness/Bank Officer *[Signature]*
255 George Street, Sydney NSW
SEFIKE KIRIKAYA

REGISTERED



22.1.2008

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A)

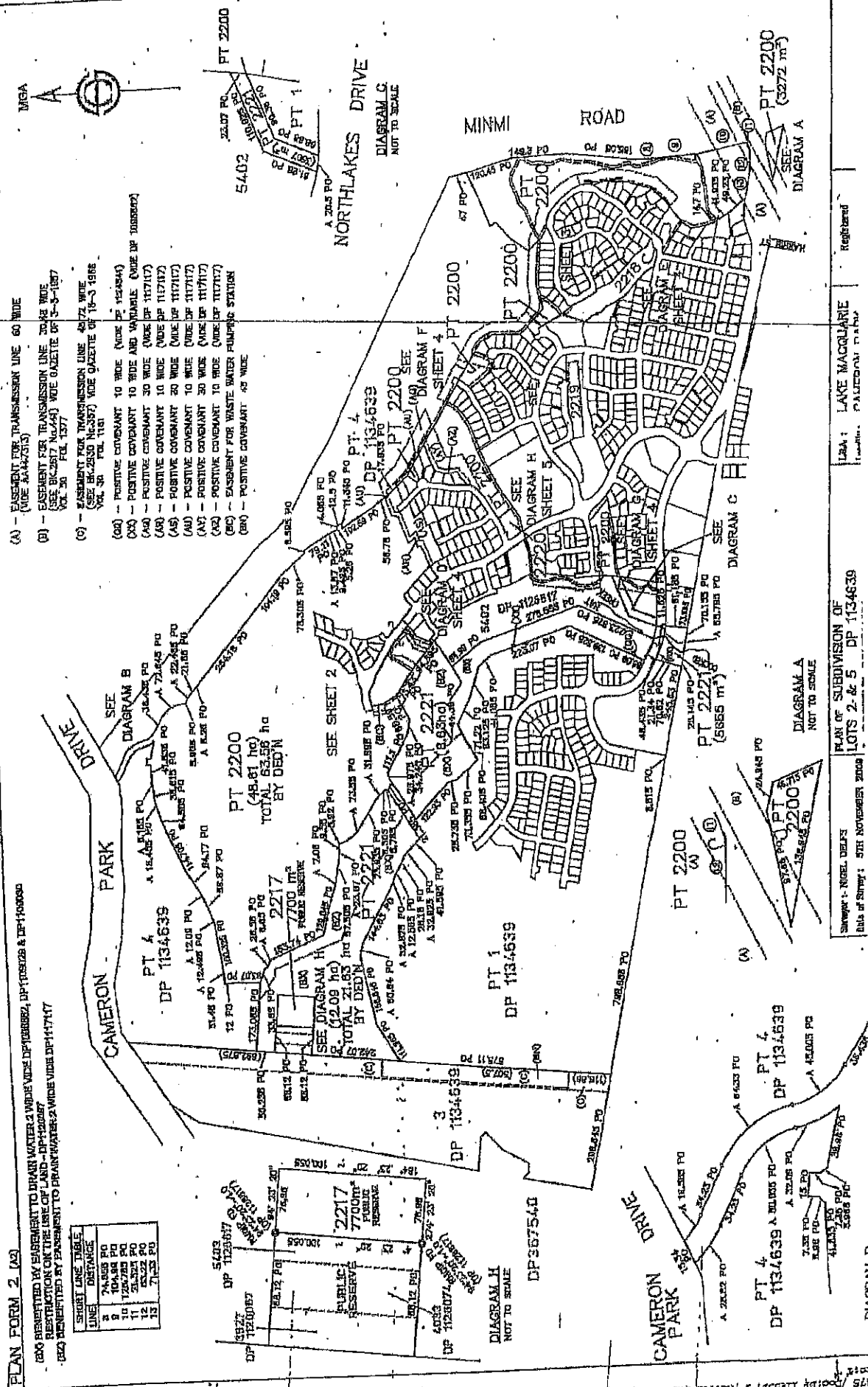
2000 SUBMITTED BY EMBARK TO DRINK WATER 2 WIDE VINE DP1134639 & DP1134639

RESTRICTION ON THE USE OF LAND - DP1134639

2000 SUBMITTED BY EMBARK TO DRINK WATER 2 WIDE VINE DP1134639

| LINE | DISTANCE |
|------|-----------|
| 1 | 74.985 PO |
| 2 | 10.000 PO |
| 3 | 10.000 PO |
| 4 | 10.000 PO |
| 5 | 10.000 PO |
| 6 | 10.000 PO |
| 7 | 10.000 PO |
| 8 | 10.000 PO |
| 9 | 10.000 PO |
| 10 | 10.000 PO |
| 11 | 10.000 PO |
| 12 | 10.000 PO |
| 13 | 10.000 PO |

- (A) - EASEMENT FOR TRANSMISSION LINE 60 WIDE (VINE 1134639)
- (B) - EASEMENT FOR TRANSMISSION LINE 20 WIDE (VINE 1134639) (SEE BIC 2017 NUL 44) WIDE GAZETTE OF 10-3-1986 VOL 30, PCL 1577
- (C) - EASEMENT FOR TRANSMISSION LINE 20 WIDE (VINE 1134639) (SEE BIC 2017 NUL 44) WIDE GAZETTE OF 10-3-1986 VOL 30, PCL 1577
- (D) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (E) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (F) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (G) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (H) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (I) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (J) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (K) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (L) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (M) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (N) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (O) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (P) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (Q) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (R) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (S) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (T) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (U) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (V) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (W) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (X) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (Y) - POSITIVE COVENANT 10 WIDE (VINE 1134639)
- (Z) - POSITIVE COVENANT 10 WIDE (VINE 1134639)



PLAN OF SUBDIVISION OF LOTS 2 & 5 DP 1134639

SWAMP 1 - NIEL DELPS

Date of Survey: 5TH NOVEMBER 2008

1: LAKES MACQUARIE

1: LAKES MACQUARIE

Registered

Registered

DIAGRAM D

DIAGRAM D

DIAGRAM A

DIAGRAM A

DIAGRAM H

DIAGRAM H

DIAGRAM F

DIAGRAM F

DIAGRAM C

DIAGRAM C

DIAGRAM B

DIAGRAM B

DIAGRAM A

DIAGRAM A

| SCHEDULE OF SHORT LINES | | | | SCHEDULE OF SHORT LINES | | | |
|-------------------------|------------|----------|--------|-------------------------|------------|----------|--------|
| LINE | BEARING | DISTANCE | RADIUS | LINE | BEARING | DISTANCE | RADIUS |
| 1 | 22°45'30" | 18.94 | 3745 | 18 | 263°22'30" | 4.75 | 4.775 |
| 2 | 210°05'30" | 22.88 | | 19 | 240°31'30" | 21.735 | 21.181 |
| 3 | 205°05'30" | 20.44 | | 20 | 240°31'30" | 3.46 | 3.46 |
| 4 | 190°05'30" | 30 | 384.5 | 21 | 22°45'30" | 12.705 | 12.705 |
| 5 | 170°05'30" | 34.75 | 384.5 | 22 | 22°45'30" | 5.975 | 5.975 |
| 6 | 150°05'30" | 17.335 | 4.5 | 23 | 16°07' | 10 | 110 |
| 7 | 130°05'30" | 17.335 | 4.5 | 24 | 16°07' | 16.07 | 16.07 |
| 8 | 67°30'50" | 12.33 | 5.695 | 25 | 22°45'30" | 14.485 | 14.485 |
| 9 | 67°30'50" | 12.33 | 5.695 | 26 | 22°45'30" | 15.735 | 15.735 |
| 10 | 23°05'30" | 5.77 | 5.775 | 27 | 22°45'30" | 22.685 | 22.685 |
| 11 | 23°05'30" | 12.1 | 12.115 | 28 | 22°45'30" | 30.485 | 30.485 |
| 12 | 51°45'40" | 33.335 | 10.645 | 29 | 22°45'30" | 30.485 | 30.485 |
| 13 | 112°35'30" | 18.44 | 10.645 | 30 | 22°45'30" | 22.615 | 22.615 |
| 14 | 212°35' | 18.42 | 10.645 | 31 | 22°45'30" | 24.075 | 24.075 |
| 15 | 257°12'20" | 23.66 | 13.958 | 32 | 22°45'30" | 34.68 | 34.68 |
| | | | 35.68 | 33 | 22°45'30" | 40.135 | 40.135 |
| | | | | 34 | 22°45'30" | 13.19 | 13.19 |
| | | | | 35 | 22°45'30" | 8.7 | 8.735 |

| SOURCE AND REGULATION 2000 : CLAUSE 35(1)(b) & CLAUSE 6(2) | | | | | | | | | | |
|--|--------|-----------------------------|------|--------------------|-------|-------|--------|------------|------------|--------|
| MARK | ESTING | M.F.A. CD - CHARACTERISTICS | | ZONE, CLASS, ORDER | | | METHOD | | | UNIT |
| | | NUMBER | AREA | ZONE | CLASS | ORDER | CLOSED | TRANSVERSE | SPALLS | |
| SSSA 146875 | 270 | 023.740 | 300 | 500.017 | 56 | A | 1 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146876 | 300 | 065.103 | 300 | 500.018 | 56 | A | 2 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146877 | 300 | 065.103 | 300 | 500.018 | 56 | A | 3 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146878 | 300 | 065.103 | 300 | 500.018 | 56 | A | 4 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146879 | 300 | 065.103 | 300 | 500.018 | 56 | A | 5 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146880 | 300 | 065.103 | 300 | 500.018 | 56 | A | 6 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146881 | 300 | 065.103 | 300 | 500.018 | 56 | A | 7 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146882 | 300 | 065.103 | 300 | 500.018 | 56 | A | 8 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146883 | 300 | 065.103 | 300 | 500.018 | 56 | A | 9 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146884 | 300 | 065.103 | 300 | 500.018 | 56 | A | 10 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146885 | 300 | 065.103 | 300 | 500.018 | 56 | A | 11 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146886 | 300 | 065.103 | 300 | 500.018 | 56 | A | 12 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146887 | 300 | 065.103 | 300 | 500.018 | 56 | A | 13 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146888 | 300 | 065.103 | 300 | 500.018 | 56 | A | 14 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146889 | 300 | 065.103 | 300 | 500.018 | 56 | A | 15 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146890 | 300 | 065.103 | 300 | 500.018 | 56 | A | 16 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146891 | 300 | 065.103 | 300 | 500.018 | 56 | A | 17 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146892 | 300 | 065.103 | 300 | 500.018 | 56 | A | 18 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146893 | 300 | 065.103 | 300 | 500.018 | 56 | A | 19 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146894 | 300 | 065.103 | 300 | 500.018 | 56 | A | 20 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146895 | 300 | 065.103 | 300 | 500.018 | 56 | A | 21 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146896 | 300 | 065.103 | 300 | 500.018 | 56 | A | 22 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146897 | 300 | 065.103 | 300 | 500.018 | 56 | A | 23 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146898 | 300 | 065.103 | 300 | 500.018 | 56 | A | 24 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146899 | 300 | 065.103 | 300 | 500.018 | 56 | A | 25 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146900 | 300 | 065.103 | 300 | 500.018 | 56 | A | 26 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146901 | 300 | 065.103 | 300 | 500.018 | 56 | A | 27 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146902 | 300 | 065.103 | 300 | 500.018 | 56 | A | 28 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146903 | 300 | 065.103 | 300 | 500.018 | 56 | A | 29 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146904 | 300 | 065.103 | 300 | 500.018 | 56 | A | 30 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146905 | 300 | 065.103 | 300 | 500.018 | 56 | A | 31 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146906 | 300 | 065.103 | 300 | 500.018 | 56 | A | 32 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146907 | 300 | 065.103 | 300 | 500.018 | 56 | A | 33 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146908 | 300 | 065.103 | 300 | 500.018 | 56 | A | 34 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146909 | 300 | 065.103 | 300 | 500.018 | 56 | A | 35 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146910 | 300 | 065.103 | 300 | 500.018 | 56 | A | 36 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146911 | 300 | 065.103 | 300 | 500.018 | 56 | A | 37 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146912 | 300 | 065.103 | 300 | 500.018 | 56 | A | 38 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146913 | 300 | 065.103 | 300 | 500.018 | 56 | A | 39 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146914 | 300 | 065.103 | 300 | 500.018 | 56 | A | 40 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146915 | 300 | 065.103 | 300 | 500.018 | 56 | A | 41 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146916 | 300 | 065.103 | 300 | 500.018 | 56 | A | 42 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146917 | 300 | 065.103 | 300 | 500.018 | 56 | A | 43 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146918 | 300 | 065.103 | 300 | 500.018 | 56 | A | 44 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146919 | 300 | 065.103 | 300 | 500.018 | 56 | A | 45 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146920 | 300 | 065.103 | 300 | 500.018 | 56 | A | 46 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146921 | 300 | 065.103 | 300 | 500.018 | 56 | A | 47 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146922 | 300 | 065.103 | 300 | 500.018 | 56 | A | 48 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146923 | 300 | 065.103 | 300 | 500.018 | 56 | A | 49 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146924 | 300 | 065.103 | 300 | 500.018 | 56 | A | 50 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146925 | 300 | 065.103 | 300 | 500.018 | 56 | A | 51 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146926 | 300 | 065.103 | 300 | 500.018 | 56 | A | 52 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146927 | 300 | 065.103 | 300 | 500.018 | 56 | A | 53 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146928 | 300 | 065.103 | 300 | 500.018 | 56 | A | 54 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146929 | 300 | 065.103 | 300 | 500.018 | 56 | A | 55 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146930 | 300 | 065.103 | 300 | 500.018 | 56 | A | 56 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146931 | 300 | 065.103 | 300 | 500.018 | 56 | A | 57 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146932 | 300 | 065.103 | 300 | 500.018 | 56 | A | 58 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146933 | 300 | 065.103 | 300 | 500.018 | 56 | A | 59 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146934 | 300 | 065.103 | 300 | 500.018 | 56 | A | 60 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146935 | 300 | 065.103 | 300 | 500.018 | 56 | A | 61 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146936 | 300 | 065.103 | 300 | 500.018 | 56 | A | 62 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146937 | 300 | 065.103 | 300 | 500.018 | 56 | A | 63 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146938 | 300 | 065.103 | 300 | 500.018 | 56 | A | 64 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146939 | 300 | 065.103 | 300 | 500.018 | 56 | A | 65 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146940 | 300 | 065.103 | 300 | 500.018 | 56 | A | 66 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146941 | 300 | 065.103 | 300 | 500.018 | 56 | A | 67 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146942 | 300 | 065.103 | 300 | 500.018 | 56 | A | 68 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146943 | 300 | 065.103 | 300 | 500.018 | 56 | A | 69 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146944 | 300 | 065.103 | 300 | 500.018 | 56 | A | 70 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146945 | 300 | 065.103 | 300 | 500.018 | 56 | A | 71 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146946 | 300 | 065.103 | 300 | 500.018 | 56 | A | 72 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146947 | 300 | 065.103 | 300 | 500.018 | 56 | A | 73 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146948 | 300 | 065.103 | 300 | 500.018 | 56 | A | 74 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146949 | 300 | 065.103 | 300 | 500.018 | 56 | A | 75 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146950 | 300 | 065.103 | 300 | 500.018 | 56 | A | 76 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146951 | 300 | 065.103 | 300 | 500.018 | 56 | A | 77 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146952 | 300 | 065.103 | 300 | 500.018 | 56 | A | 78 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146953 | 300 | 065.103 | 300 | 500.018 | 56 | A | 79 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146954 | 300 | 065.103 | 300 | 500.018 | 56 | A | 80 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146955 | 300 | 065.103 | 300 | 500.018 | 56 | A | 81 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146956 | 300 | 065.103 | 300 | 500.018 | 56 | A | 82 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146957 | 300 | 065.103 | 300 | 500.018 | 56 | A | 83 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146958 | 300 | 065.103 | 300 | 500.018 | 56 | A | 84 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146959 | 300 | 065.103 | 300 | 500.018 | 56 | A | 85 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146960 | 300 | 065.103 | 300 | 500.018 | 56 | A | 86 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146961 | 300 | 065.103 | 300 | 500.018 | 56 | A | 87 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146962 | 300 | 065.103 | 300 | 500.018 | 56 | A | 88 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146963 | 300 | 065.103 | 300 | 500.018 | 56 | A | 89 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146964 | 300 | 065.103 | 300 | 500.018 | 56 | A | 90 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146965 | 300 | 065.103 | 300 | 500.018 | 56 | A | 91 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146966 | 300 | 065.103 | 300 | 500.018 | 56 | A | 92 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146967 | 300 | 065.103 | 300 | 500.018 | 56 | A | 93 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146968 | 300 | 065.103 | 300 | 500.018 | 56 | A | 94 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146969 | 300 | 065.103 | 300 | 500.018 | 56 | A | 95 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146970 | 300 | 065.103 | 300 | 500.018 | 56 | A | 96 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146971 | 300 | 065.103 | 300 | 500.018 | 56 | A | 97 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146972 | 300 | 065.103 | 300 | 500.018 | 56 | A | 98 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146973 | 300 | 065.103 | 300 | 500.018 | 56 | A | 99 | CLOSED | TRANSVERSE | SPALLS |
| SSSA 146974 | 300 | 065.103 | 300 | 500.018 | 56 | A | 100 | CLOSED | TRANSVERSE | SPALLS |

M.C.A. LTD.-ORDINATELY DISORDERLY BEING FOR THE FIRST TIME

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1
2
3

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WARNING: DRESSING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A)

Sheet 4 of 5 sheets

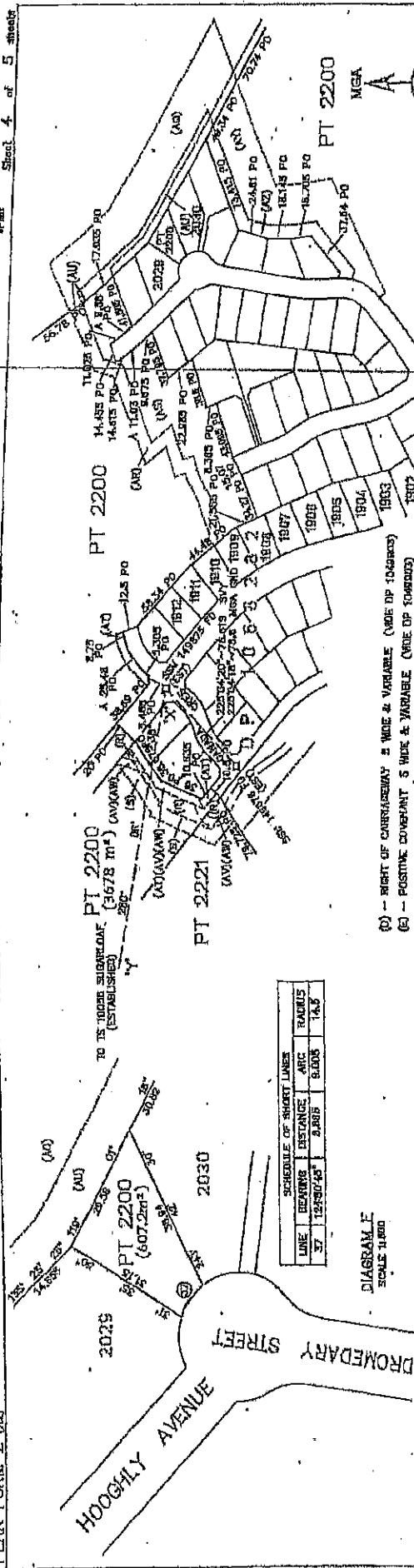


DIAGRAM E
SCALE 1"=60'

- (D) - RIGHT OF CARRIAGEWAY 2 WIDE & VARIABLE (WIDE DP 1048003)
- (E) - POSITIVE COVENANT 5 WIDE & VARIABLE (WIDE DP 1048003)
- (F) - POSITIVE COVENANT 5 WIDE & VARIABLE (WIDE DP 1048003)
- (G) - POSITIVE COVENANT 5 WIDE (WIDE DP 1048003)
- (H) - RIGHT OF CARRIAGEWAY 5 WIDE AND VARIABLE (WIDE DP 1048003)
- (I) - POSITIVE COVENANT 5 WIDE AND VARIABLE (WIDE DP 1048003)
- (J) - POSITIVE COVENANT 4 WIDE 5 WIDE & 14 WIDE (WIDE DP 1048003)
- (K) - POSITIVE COVENANT 10 WIDE (WIDE DP 1048003)
- (L) - POSITIVE COVENANT 30 WIDE (WIDE DP 1171177)
- (M) - POSITIVE COVENANT 10 WIDE (WIDE DP 1171177)
- (N) - POSITIVE COVENANT 30 WIDE (WIDE DP 1171177)
- (O) - POSITIVE COVENANT 5 WIDE (WIDE DP 1048003)
- (P) - RIGHT OF CARRIAGEWAY 5 WIDE AND VARIABLE (WIDE DP 1048003)
- (Q) - POSITIVE COVENANT 5 WIDE (WIDE DP 1048003)
- (R) - POSITIVE COVENANT 30 WIDE (WIDE DP 1171177)

DIAGRAM D
NOT TO SCALE

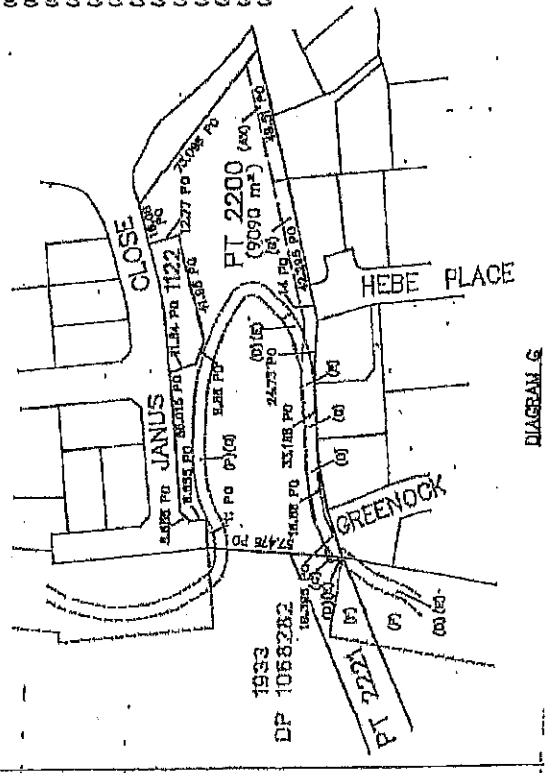
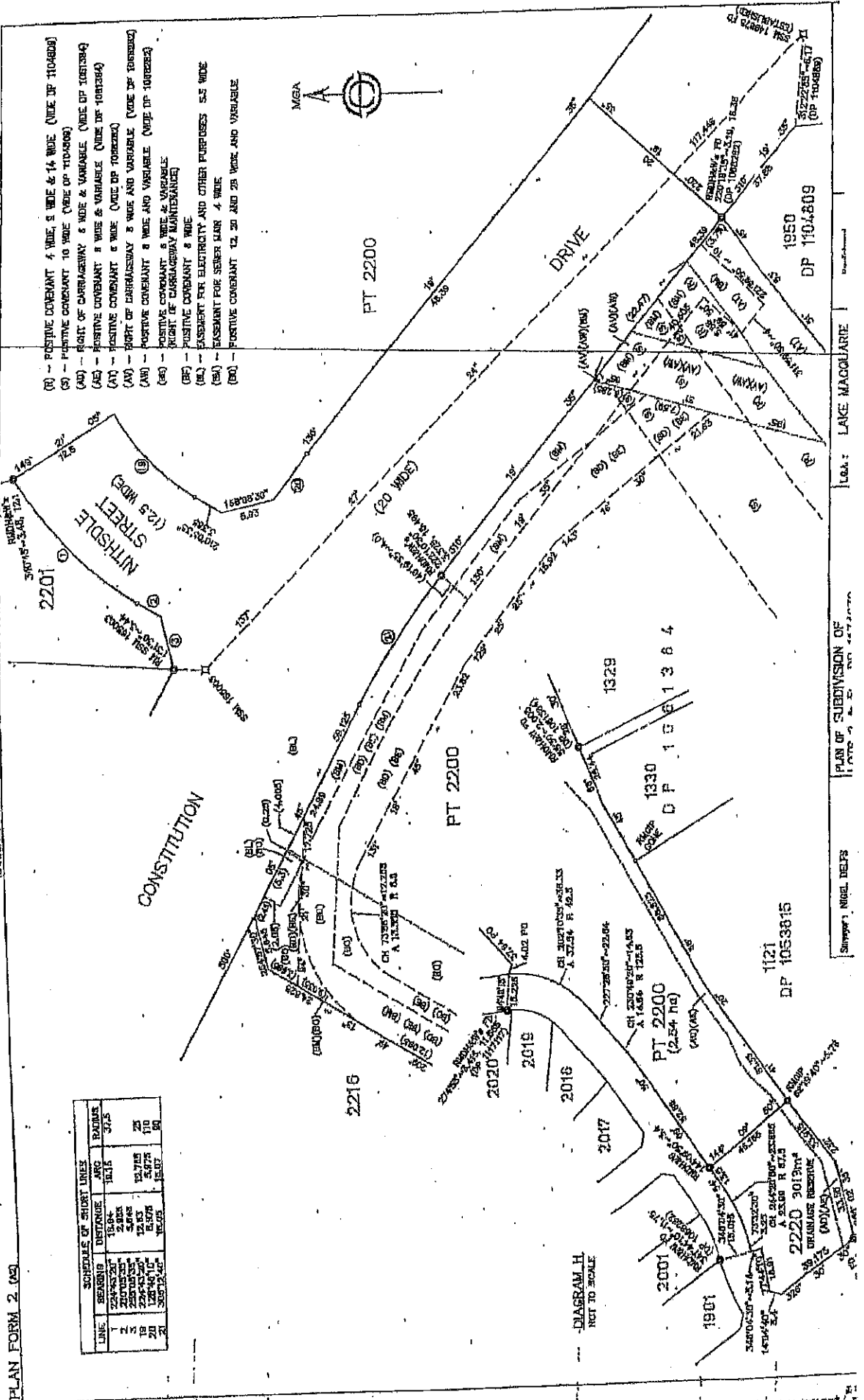


DIAGRAM G

| LINE | BEARING | DISTANCE | ARC | RADIUS |
|------|------------|----------|-------|--------|
| 1 | 224°43'20" | 18.04 | 18.15 | 37.5 |
| 2 | 224°43'20" | 2.00 | 2.00 | 25 |
| 3 | 224°43'20" | 5.64 | 5.64 | 12.70 |
| 4 | 224°43'20" | 12.83 | 12.83 | 6.37 |
| 5 | 224°43'20" | 12.83 | 12.83 | 6.37 |
| 6 | 224°43'20" | 12.83 | 12.83 | 6.37 |

- (R) - POSITIVE COVENANT 4 WIDE, 5 WIDE & 14 WIDE (WIDE OF 1104808)
- (S) - POSITIVE COVENANT 10 WIDE (WIDE OF 1104808)
- (AD) - RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE (WIDE OF 1012384)
- (AE) - POSITIVE COVENANT 8 WIDE & VARIABLE (WIDE OF 1012384)
- (AV) - POSITIVE COVENANT 8 WIDE (WIDE OF 1012384)
- (AW) - RIGHT OF CARRIAGEWAY 8 WIDE AND VARIABLE (WIDE OF 1012384)
- (AX) - POSITIVE COVENANT 8 WIDE AND VARIABLE (WIDE OF 1012384)
- (BY) - POSITIVE COVENANT 8 WIDE & VARIABLE (WIDE OF 1012384)
- (BL) - POSITIVE COVENANT 8 WIDE
- (BU) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.5 WIDE
- (BV) - EASEMENT FOR SEWER MAIN 4 WIDE
- (BW) - POSITIVE COVENANT 12, 20 AND 28 WIDE AND VARIABLE



PLAN OF SUBDIVISION OF

SURVEY NO. 1053815

Loc: LAKE MACQUARIE

Scale: 1" = 100'

Sheet 5 of 5

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention
to dedicate public roads, to create public reserves,
drainage reserves, easements, restrictions on the use
of land or positive covenants.

IN PURSUANCE TO SECTION 88B OF THE
CONVEYANCING ACT 1919, AS AMENDED
IT IS INTENDED TO CREATE :

EASEMENT TO DRAIN WATER 2 WIDE
EASEMENT FOR WASTE WATER
PUMPING STATION
RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
POSITIVE COVENANT 6 WIDE & VARIABLE
POSITIVE COVENANT 6 WIDE
POSITIVE COVENANT 45 WIDE & VARIABLE
RESTRICTION AS TO USER
RESTRICTION AS TO USER
RESTRICTION AS TO USER

(CONTINUE SHEET 2)

Use PLAN FORM 8A for additional
certificates, signatures, seals and statements

own Lands NSW/Western Lands Office Approval

In approving this plan certify
(Authorised Officer)

all necessary approvals in regard to the allocation of the land
in herein have been given

Signature :

Date :

Number :

DE :

Subdivision Certificate

Verify that the provisions of s109J of the Environmental Planning
Assessment Act 1979 have been satisfied in relation to :

proposed SUBDIVISION set out herein
* (Insert "subdivision" or "new road")

Authorised Person/General Manager/Authorised Officer
C. Field

Authority : Lake Macquarie City Council

of Endorsement : 2 December 2009

Identification No. :

Version Certificate No. : SC96/2009

Date : 28/08/2009

if applicable

DP1145397

Registered : 28-01-2010

Title System : TORRENS

Purpose : SUBDIVISION

PLAN OF SUBDIVISION OF
LOTS 2 & 5 DP 1134639
& POSITIVE COVENANT 45 WIDE
OVER LOT 3 DP 1134639

L.G.A. : LAKE MACQUARIE

Locality : CAMERON PARK

Parish : TERALBA

County : NORTHUMBERLAND

Surveying Regulation, 2008

I, NIGEL DELES
of HARRER SOMERS O'SULLIVAN
241 DENISON STREET, BROADMEADOW
a surveyor registered under the Surveying Act, 2002, certify that
the survey represented in this plan is accurate, has been made
in accordance with the Surveying Regulation, 2008 and was
completed on : 5TH NOVEMBER 2009

The survey relates to
Lots 2200 -- 2221 & Positive Covenant
45 wide within 3/1134639 as compiled

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

Signature : [Signature] Dated : 5/11/09
Surveyor registered under the Surveying Act, 2002

Datum Line : 'X'~'Y'

Type : Urban/Rural

Plans used in preparation of Survey/Compilation

DP 1053818
DP 1058198
DP 1061384
DP 1062986
DP 1089538
DP 1104809
DP 1117117
DP 1134839

SURVEYOR'S REFERENCE : 1702B-B_STG22

* OFFICE USE ONLY

23475 /Doc:DP 1145397 P /Rev:01-Feb-2010 /Sts:SG.OK /Prt:28-Sep-2010
/Pg#TALL /Seq:8 of 8

PLAN FORM BA (Annexure Sheet) WARNING: Creasing or folding will lead to rejection e-plan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF
OTS 2 & 5 DP 1134639
POSITIVE COVENANT 45 WIDE
OVER LOT 3 DP 1134639

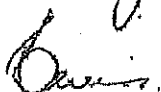
DP1145397

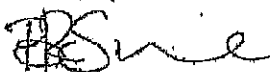
Registered :  29-01-2010

* OFFICE USE ONLY *

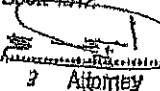
Subdivision Certificate No: 96/2009 Date of Endorsement: 2 December 2009

Executed by Northcoast Pty Limited
Act 081 031 861


DIRECTOR


DIRECTOR

Mortgage under Mortgage No. 526498
Signed at Sydney this 17th day of
January 2010 for National
Australia Bank Limited ABN 12 004 044 987
by JENNIFER DE SILVA
its duly appointed Attorney under Power of
Attorney No. 89 Book 4512

Level 3 Attorney


Witness/Bank Officer James D GALE
265 George Street, Sydney NSW

DR'S REFERENCE : 17029-8_STG22

PLAN FORM 6A (Annexure Sheet)

WARNING: Greasing or folding will lead to rejection

e-plan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOTS 2 & 5 DP 1134639
& POSITIVE COVENANT 45 WIDE
OVER LOT 3 DP 1134639

DP1145397

Registered :  29-01-2010

* OFFICE USE ONLY

Subdivision Certificate No: 96/2009

Date of Endorsement: 2 December 2009

10. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.5 WIDE
11. EASEMENT FOR SEWER MAIN 4 WIDE
12. POSITIVE COVENANT 45 WIDE
13. POSITIVE COVENANT 12, 20 AND 25 WIDE AND VARIABLE
14. EASEMENT FOR WATER PUMPING STATION
15. RESTRICTION AS TO USER

IT IS INTENDED TO DEDICATE LOT 2217 TO THE PUBLIC AS PUBLIC RESERVE

IT IS INTENDED TO DEDICATE LOTS 2218, 2219 AND 2220 TO THE PUBLIC AS DRAINAGE RESERVES

IT IS INTENDED TO DEDICATE THE EXTENSION OF NORTHLAKES DRIVE, CONSTITUTION DRIVE, RALEIGH STREET, BLACKWOOD CIRCUIT AND NITSDLE STREET TO THE PUBLIC AS ROAD

HUNTER WATER CORPORATION
by its attorney

SHARON LANA SMITH
pursuant to Power of Attorney
Book 4562 RD 958

X
Signed in my presence by its
Attorney who is personally known
to me.

Witness

CHERYL ELBE
Name of Witness
36 HONEY SUCKLE DRIVE
NEWCASTLE
Address of Witness

SURVEYOR'S REFERENCE : 17029-8_STG22

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 7

Plan: **DP1145397**

Plan of Subdivision of Lots 2 & 5 in DP 1134639 & Positive Covenant 45 wide over Lot 3 DP 1134639 covered by Subdivision Certificate No. SC196/2009

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 091 861
of 364 Pacific Highway, Belmont

Full name and address
of the mortgagee of the land:

National Australia Bank
Beaumont Street, Hamilton

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|--|--|
| 1 | Easement to drain water 2 wide | 2203
2206
2208
2215
2214
2213
2212 | 2206, 2200
2200
2200
2214, 2213, 2212, 2211
2213, 2212, 2211
2212, 2211
2211 |
| 2 | Easement for Waste Water Pumping Station | 2200 | Hunter Water Corporation |
| 3 | Right of Carriageway 6 wide and variable | 2200 & 2221 | Lake Macquarie City Council |
| 4 | Positive Covenant 6 wide and variable | 2200 & 2221 | Lake Macquarie City Council |
| 5 | Positive Covenant 6 wide | 2200 | Lake Macquarie City Council |
| 6 | Positive Covenant 45 wide and variable | 2200 | Lake Macquarie City Council |
| 7 | Restriction as to User | 2210, 2211 -
2215 | Lake Macquarie City Council |
| 8 | Restriction as to User | 2210, 2211 -
2215 | Lake Macquarie City Council |
| 9 | Restriction as to User | 2211 - 2215 | Lake Macquarie City Council |
| 10 | Easement for Electricity and other purposes 5.5 wide | 2200 | Energy Australia |
| 11 | Easement for Sewer Main 4 wide | 2200 & 2221 | Hunter Water Corporation |
| 12 | Positive Covenant 45 wide | Lot 3 DP
1134639 | Lake Macquarie City Council |
| 13 | Positive Covenant 12, 20 and 25 wide and variable | 2200 & 2221 | Lake Macquarie City Council |
| 14 | Easement for Water Pumping Station | 2200 | Hunter Water Corporation |
| 15 | Restriction as to User | 2201 - 2215
Inclusive | Every other lot except 2216,
2200 & 2221 |

BS 10

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1145397

Sheet 2 of 7

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a waste water pumping station waste water mains or pipelines for the conveyance of waste water and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey waste water through the said waste water pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for waste water pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 in the plan:

The owner/s of any lot from time to time within which the Right of Carriageway 6 wide and variable in the plan is located, shall at its expense, maintain the right of carriageway.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 2 tonnes/hectare or less.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registrable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

No cat shall be allowed to be kept on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements AS3959 Construction of Buildings in Bushfire Prone Areas.

BS 6

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1145397

Sheet 3 of 7

Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

In the event that a residence is constructed on any lot burdened having a slab on ground construction, no cut or fill external to the footprint of the residence so created shall be greater than 1.0 metres.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 10 in the plan:

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 11 in the plan:

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 12 in the plan:

The Proprietor(s) for the time being of the lot(s) containing the area marked in the plan shall perform the following:

- a) Undergrowth and grass must be regularly slashed or mowed;
- b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and

c) No habitable building or other combustible structure shall be erected, or allowed to remain erected.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 13 in the plan:

The Proprietor(s) for the time being of the lot(s) containing the area marked in the plan shall perform the following:

- d) maintain the ground fuel/understorey to a level of 2 tonnes/hectare or less;
- e) ensure that no vegetation provides a path for the transfer of fire to adjoining lot 2216.

BS B

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1145397

Sheet 4 of 7

Terms of easement, profit a prendre, restriction, or positive covenant numbered 14 in the plan:

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a water pumping station and water mains or pipelines for the conveyance of water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said water pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for water pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 15 in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) ~~No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.~~
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.

BS

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1145397

Sheet 5 of 7

- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j) (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
(ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
(iii) In this sub-clause "corner lot" shall mean lots 2204, 2207 & 2208.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 3, 4, 5, 7, 8, 9, 12 & 13 in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2, 11 & 14 in the plan.

Hunter Water Corporation

Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan.

Lake Macquarie City Council subject to the proviso in the final paragraph of the covenant where upon registration of the residential subdivision the covenant can be released by North Lakes Pty Limited

Name of person empowered to release, vary or modify restriction or positive covenant numbered 10 in the plan.

Energy Australia

BS 6

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and
of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section
88B Conveyancing Act 1919

sPlan

DP1145397

Sheet 6 of 7

Name of person empowered to release, vary or modify restriction or positive covenant numbered 15 in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan,
thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot
seeking to release, vary or modify the restriction.

JS

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and
of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section
88B Conveyancing Act 1919

DP1145397

Sheet 7 of 7

HUNTER WATER CORPORATION
by its attorney

SHARON LANA SMITH

Pursuant to Power of Attorney
Book 4562 No.953

Signed in my presence by its
Attorney who is personally known to me.

Witness

CHERYL EURE

Name of Witness

36 HONEYSUCKLE DRIVE

NEWCASTLE

Address of Witness

Mortgages Under Mortgage No. 5204952
Signed at Sydney this 6th day of
January 2010 for National
Australia Bank Limited ABN 12 004 044 937
by JENNIFER DE SILVA
its duly appointed Attorney under Power of
Attorney No. 89 Book 4512

Level 3 Attorney

Witness/Bank Officer JENNIFER DE SILVA
255 George Street, Sydney NSW

Executed by NORTH LAKES PTY LIMITED
ACN 081 031 861 by:

Director

Print Name: BRIAN SWANE

Director

Print Name: Bruce Hanks

Executed by:

Executed by:

Lake Macquarie City Council

Approved 88B Instrument for

SUBDIVISION CERTIFICATE

No. 96.1.2009

Authorised Person: G. Field

Date: 2.12.09

REGISTERED



29-01-2010

| SHORT LINE TABLE | |
|------------------|------------|
| LINE | DISTANCE |
| 8 | 74.833 PO |
| 9 | 104.58 PO |
| 10 | 128.785 PO |
| 11 | 21.525 PO |
| 12 | 51.22 PO |
| 13 | 21.33 PO |



| MARK | M.C.A. CO-ORDINATES EASTING | M.C.A. CO-ORDINATES NORTHING | ZONE | CLASS | ORDER | METHOD | ORIGIN |
|------------|-----------------------------|------------------------------|------|-------|-------|-----------------|---------|
| SSM 148676 | 370 021.760 | 6 359 880.017 | 58 | A | 1 | | SOMES |
| SSM 148678 | 389 906.103 | 6 359 884.519 | 58 | C | 3 | | SOMES |
| SSM 148679 | 385 274.588 | 6 359 764.975 | 58 | C | 3 | | SOMES |
| SSM 148680 | 369 040.3 | 6 358 864.5 | 58 | U | U | CLOSED TRAVERSE | |
| SSM 148681 | 359 808.1 | 6 358 701.7 | 58 | U | U | CLOSED TRAVERSE | |
| SSM 148682 | 389 846.9 | 6 358 744.3 | 58 | U | U | CLOSED TRAVERSE | |
| SSM 148683 | 370 067.4 | 6 358 788.1 | 58 | U | U | CLOSED TRAVERSE | |
| SSM 148687 | 370 055.3 | 6 358 764.6 | 58 | U | U | CLOSED TRAVERSE | PLAISED |

M.C.A. CO-ORDINATES ADOPED FROM SOMES AS AT 12TH MAY 1970
M.C.A. DETERMINED SCALE FACTOR = 0.999991

- | | |
|-----|---|
| (A) | PASSENGER FOR TRANSMISSION LINE 80 WIDE
(CODE 44442513) |
| (B) | PASSENGER FOR TRANSMISSION LINE 20-48 WIDE WIDE
(CODE 442877 26-440) WIDE CABLETTE OF 2-4-1987
CLASO POLI3177 |
| (C) | PASSENGER FOR TRANSMISSION LINE 43-72 WIDE WIDE
(CODE 442880 30-387) WIDE CABLETTE OF 16-3 1986
CLASO POLI181 |
| (D) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (E) | POSITIVE CONVENANT (WIDE UP 1000080) |
| (F) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (G) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (H) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (I) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (J) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (K) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (L) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (M) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (N) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (O) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (P) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (Q) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (R) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (S) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (T) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (U) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (V) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (W) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (X) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (Y) | POSITIVE CONVENANT 6 WIDE & VARIABLE (WIDE UP 1000080) |
| (Z) | RIGHT OF CARBIDEWAY 6 WIDE & VARIABLE (WIDE UP 1000080) |

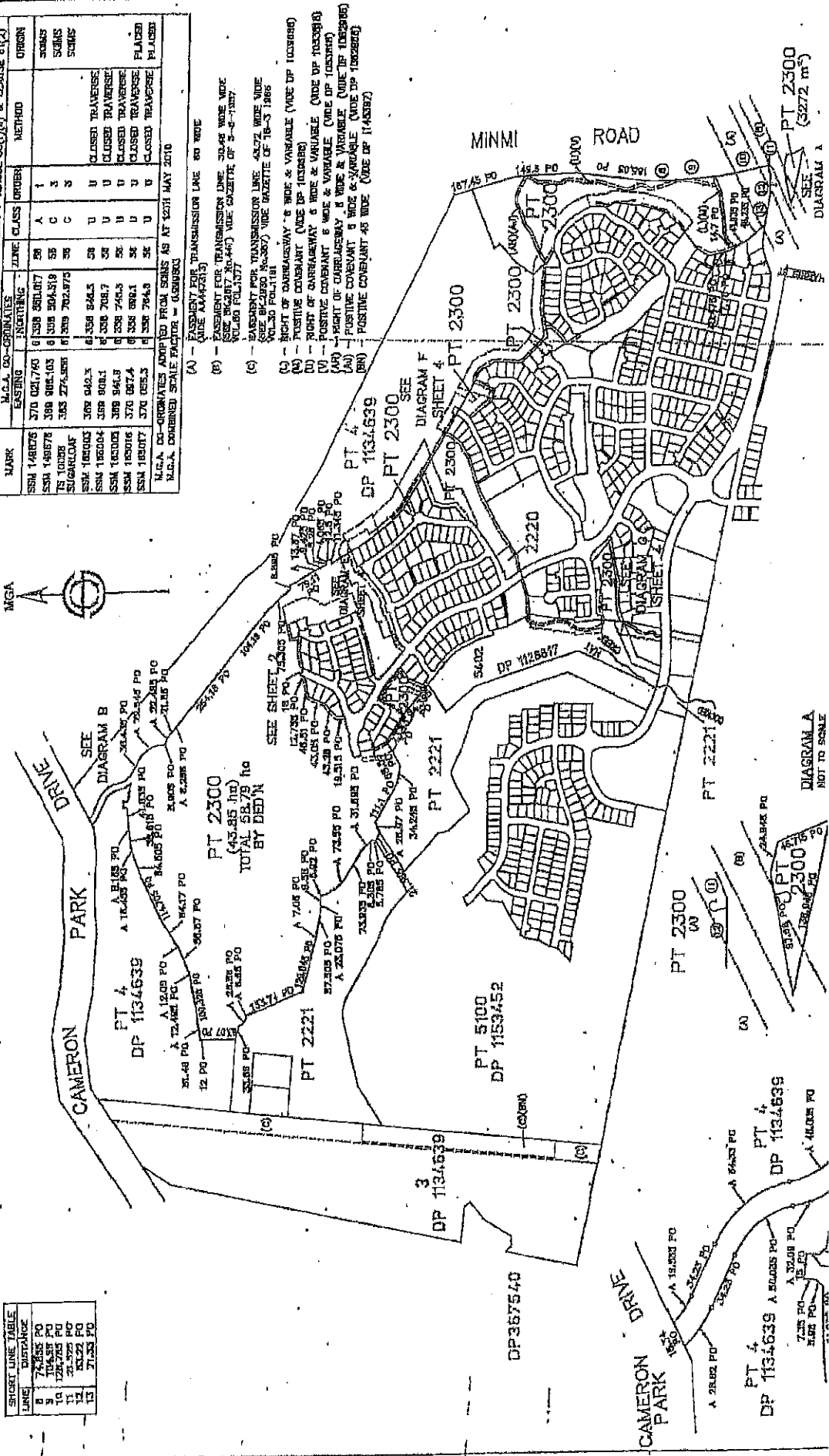


DIAGRAM A
NOT TO SCALE

SEE
DIAGRAM A

LAN FORM 2 (2)

| SCHEDULE OF SPORT LINES | | | | SCHEDULE OF SPORT LINES | | | |
|-------------------------|--------------|----------|-------|-------------------------|--------------|----------|--------|
| LINE | BEARING | DISTANCE | ARC | LINE | BEARING | DISTANCE | ARC |
| 1. | 249° 57' 51" | 10.70 | 10.70 | 21 | 211° 31' 10" | 7.2 | 7.005 |
| 2 | 252° 10' 00" | 12.03 | 12.03 | 22 | 202° 20' 10" | 11.25 | 8.875 |
| 3 | 253° 10' 00" | 12.03 | 12.03 | 23 | 204° 40' 00" | 18.38 | 18.375 |
| 4 | 257° 10' 00" | 12.03 | 2.58 | 24 | 207° 30' 00" | 18.38 | 7.732 |
| 5 | 257° 10' 00" | 12.03 | 2.58 | 25 | 207° 30' 00" | 18.38 | 7.732 |
| 6 | 257° 10' 00" | 12.03 | 2.58 | 26 | 207° 30' 00" | 18.38 | 18.415 |
| 7 | 257° 10' 00" | 12.03 | 2.58 | 27 | 207° 30' 00" | 18.38 | 18.415 |
| 8 | 257° 10' 00" | 12.03 | 2.58 | 28 | 207° 30' 00" | 18.38 | 18.415 |
| 9 | 257° 10' 00" | 12.03 | 2.58 | 29 | 207° 30' 00" | 18.38 | 18.415 |
| 10 | 257° 10' 00" | 12.03 | 2.58 | 30 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 31 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 32 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 33 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 34 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 35 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 36 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 37 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 38 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 39 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 40 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 41 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 42 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 43 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 44 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 45 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 46 | 207° 30' 00" | 18.38 | 18.415 |
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| | | | | 52 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 53 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 54 | 207° 30' 00" | 18.38 | 18.415 |
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| | | | | 56 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 57 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 58 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 59 | 207° 30' 00" | 18.38 | 18.415 |
| | | | | 60 | 207° 30' 00" | 18.38 | 18.415 |

| | | | | |
|-----|-----------|-------|-------|--|
| 12 | 251724.31 | 8.22 | 8.22 | |
| 13 | 250139.05 | 4.05 | 4.05 | |
| 14 | 189355.56 | 14.8 | 14.8 | |
| 15 | 189355.56 | 14.8 | 14.8 | |
| 16 | 182232.48 | 12.71 | 12.71 | |
| 17 | 212814.0 | 7.0 | 7.0 | |
| 18 | 237911.0 | 4.5 | 4.5 | |
| 19 | 238311.0 | 5.0 | 5.0 | |
| 20 | 238311.0 | 5.0 | 5.0 | |
| 21 | 238311.0 | 5.0 | 5.0 | |
| 22 | 238311.0 | 5.0 | 5.0 | |
| 23 | 238311.0 | 5.0 | 5.0 | |
| 24 | 238311.0 | 5.0 | 5.0 | |
| 25 | 238311.0 | 5.0 | 5.0 | |
| 26 | 238311.0 | 5.0 | 5.0 | |
| 27 | 238311.0 | 5.0 | 5.0 | |
| 28 | 238311.0 | 5.0 | 5.0 | |
| 29 | 238311.0 | 5.0 | 5.0 | |
| 30 | 238311.0 | 5.0 | 5.0 | |
| 31 | 238311.0 | 5.0 | 5.0 | |
| 32 | 238311.0 | 5.0 | 5.0 | |
| 33 | 238311.0 | 5.0 | 5.0 | |
| 34 | 238311.0 | 5.0 | 5.0 | |
| 35 | 238311.0 | 5.0 | 5.0 | |
| 36 | 238311.0 | 5.0 | 5.0 | |
| 37 | 238311.0 | 5.0 | 5.0 | |
| 38 | 238311.0 | 5.0 | 5.0 | |
| 39 | 238311.0 | 5.0 | 5.0 | |
| 40 | 238311.0 | 5.0 | 5.0 | |
| 41 | 238311.0 | 5.0 | 5.0 | |
| 42 | 238311.0 | 5.0 | 5.0 | |
| 43 | 238311.0 | 5.0 | 5.0 | |
| 44 | 238311.0 | 5.0 | 5.0 | |
| 45 | 238311.0 | 5.0 | 5.0 | |
| 46 | 238311.0 | 5.0 | 5.0 | |
| 47 | 238311.0 | 5.0 | 5.0 | |
| 48 | 238311.0 | 5.0 | 5.0 | |
| 49 | 238311.0 | 5.0 | 5.0 | |
| 50 | 238311.0 | 5.0 | 5.0 | |
| 51 | 238311.0 | 5.0 | 5.0 | |
| 52 | 238311.0 | 5.0 | 5.0 | |
| 53 | 238311.0 | 5.0 | 5.0 | |
| 54 | 238311.0 | 5.0 | 5.0 | |
| 55 | 238311.0 | 5.0 | 5.0 | |
| 56 | 238311.0 | 5.0 | 5.0 | |
| 57 | 238311.0 | 5.0 | 5.0 | |
| 58 | 238311.0 | 5.0 | 5.0 | |
| 59 | 238311.0 | 5.0 | 5.0 | |
| 60 | 238311.0 | 5.0 | 5.0 | |
| 61 | 238311.0 | 5.0 | 5.0 | |
| 62 | 238311.0 | 5.0 | 5.0 | |
| 63 | 238311.0 | 5.0 | 5.0 | |
| 64 | 238311.0 | 5.0 | 5.0 | |
| 65 | 238311.0 | 5.0 | 5.0 | |
| 66 | 238311.0 | 5.0 | 5.0 | |
| 67 | 238311.0 | 5.0 | 5.0 | |
| 68 | 238311.0 | 5.0 | 5.0 | |
| 69 | 238311.0 | 5.0 | 5.0 | |
| 70 | 238311.0 | 5.0 | 5.0 | |
| 71 | 238311.0 | 5.0 | 5.0 | |
| 72 | 238311.0 | 5.0 | 5.0 | |
| 73 | 238311.0 | 5.0 | 5.0 | |
| 74 | 238311.0 | 5.0 | 5.0 | |
| 75 | 238311.0 | 5.0 | 5.0 | |
| 76 | 238311.0 | 5.0 | 5.0 | |
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| 78 | 238311.0 | 5.0 | 5.0 | |
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| 86 | 238311.0 | 5.0 | 5.0 | |
| 87 | 238311.0 | 5.0 | 5.0 | |
| 88 | 238311.0 | 5.0 | 5.0 | |
| 89 | 238311.0 | 5.0 | 5.0 | |
| 90 | 238311.0 | 5.0 | 5.0 | |
| 91 | 238311.0 | 5.0 | 5.0 | |
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| 94 | 238311.0 | 5.0 | 5.0 | |
| 95 | 238311.0 | 5.0 | 5.0 | |
| 96 | 238311.0 | 5.0 | 5.0 | |
| 97 | 238311.0 | 5.0 | 5.0 | |
| 98 | 238311.0 | 5.0 | 5.0 | |
| 99 | 238311.0 | 5.0 | 5.0 | |
| 100 | 238311.0 | 5.0 | 5.0 | |

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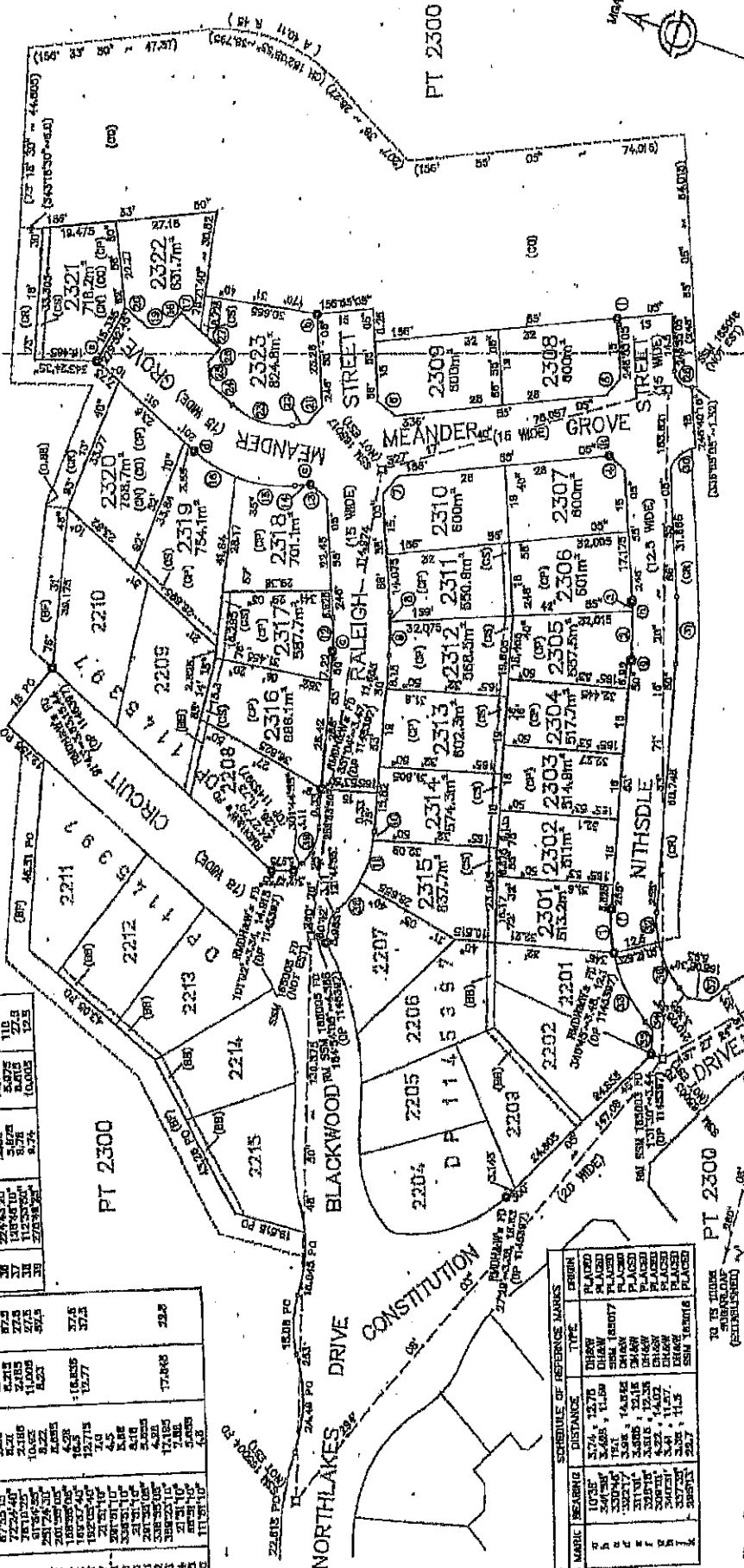
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PROPERTY OF THE U.S. AIR FORCE

Revised

LOC: LAKE MACQUARIE

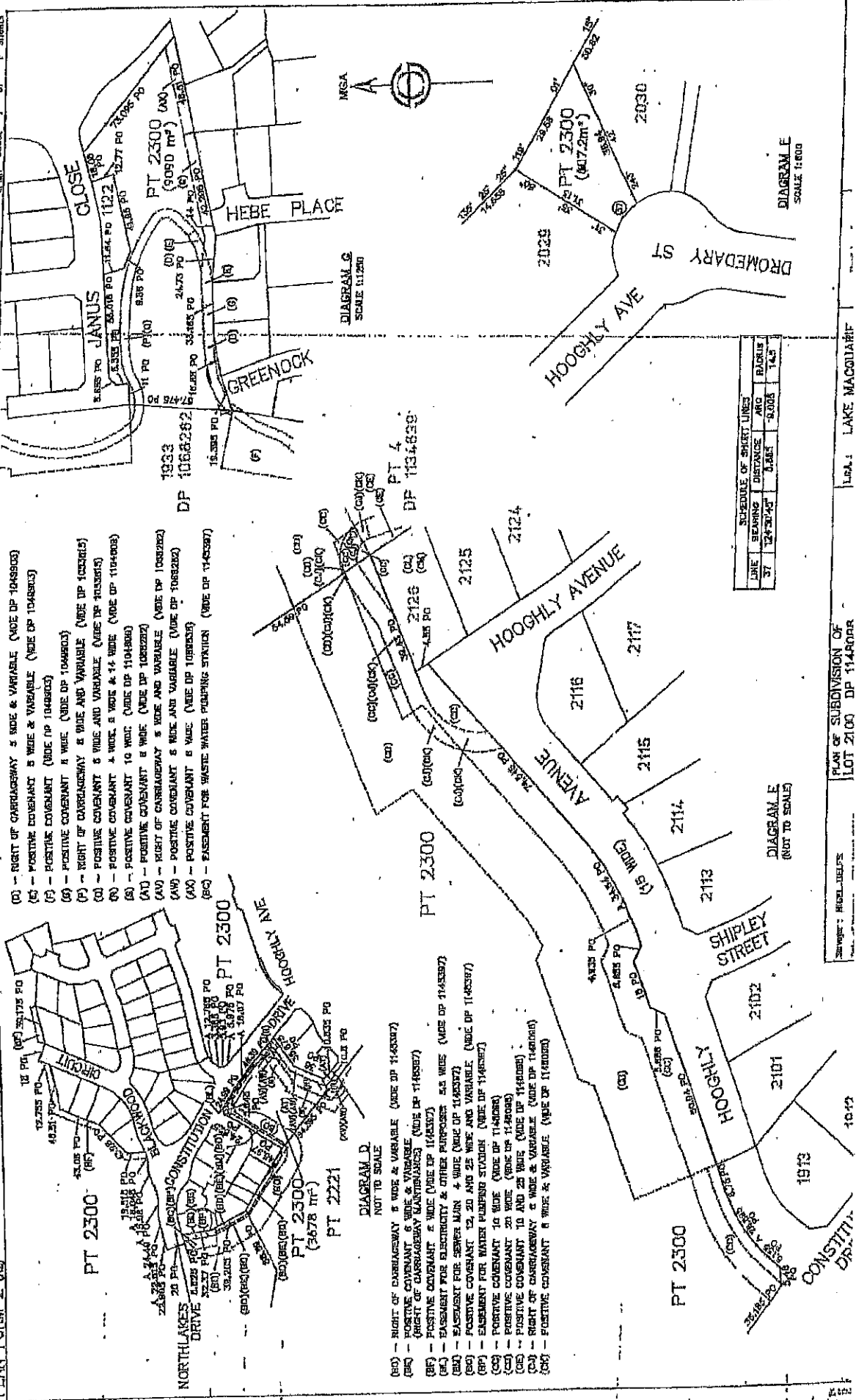
PROPERTY OF THE U.S. AIR FORCE

STATIONER, NICE DELS

225-04-10

2/2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

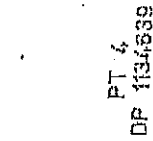


PLAN OF SUBDIVISION OF LOT 2100 DP 1148008

LAKE MACQUARIE

DIAGRAM E

SCALE 1:600



| SHORT LINE TABLE | |
|------------------|------------|
| LINE | DISTANCE |
| 20 | 27.8 PO |
| 21 | 190.085 PO |
| 22 | 51.745 PO |
| 23 | 48.175 PO |
| 24 | 9.89 PO |
| 25 | 14.25 PO |
| 26 | A73.375 PO |
| 27 | 48.35 PO |
| 28 | A9.285 PO |
| 29 | 18.71 PO |
| 30 | A42.13 PO |
| 31 | 28.725 PO |

[illegible]

(6) - POSITIVE COVENANT 5 WIDE (CODE OF 1050765)
 (7) - ESSENTIAL TO DRAIN WATER VARIABLE WITH (CODE OF 1050765)
 (8) - ESSENTIAL TO DRAIN WATER 3 WIDE (CODE OF 1050765)
 (9) - RIGHT OF EGRESS/EGRESSWAY 5 WIDE & VARIABLE (CODE OF 10503816)
 (10) - POSITIVE COVENANT 5 WIDE & VARIABLE (CODE OF 10503816)
 (11) - POSITIVE COVENANT, 30 WIDE & VARIABLE (CODE OF 10503816)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

ATURES, SEALS and STATEMENTS of Intention
 dicate public roads, to create public reserves,
 age reserves, easements, restrictions on the use
 d or positive covenants.

UANT TO SECTION 88B OF THE
 EYANCING ACT 1919, AS AMENDED
 INTENDED TO CREATE:

SEMENT TO DRAIN WATER 2 WIDE (CS)

ISITIVE COVENANT 6 WIDE (CR)

STRICTION AS TO USER (CN)

EEPING OF CATS)

STRICTION AS TO USER (CO)

ISHFIRE CONSTRUCTION)

STRICTION AS TO USER (CP)

OPES EXCEEDING 15%)

SEMENT FOR TEMPORARY ASSET

OTECTION ZONE 46 WIDE &

RIABLE (CQ)

STRICTION AS TO USER

NTENDED TO DEDICATE MEANDER GROVE
 HE EXTENSION OF RALEIGH STREET AND
 LE STREET TO THE PUBLIC AS ROAD

Use PLAN FORM 8A for additional
 certificates, signatures, seals and statements

Lands NSW / Western Lands Office Approval

In approving this plan certify
 (Authorised Officer)
 every approvals in regard to the allocation of the land
 have been given

Subdivision Certificate

provisions of s.108J of the Environmental Planning
 and Act 1979 have been satisfied in relation to:

SUBDIVISION

(insert "subdivision" or "easement")

ed Person / General Manager / Accredited Certifier

ity: **LAKE MACQUARIE CITY COUNCIL**


ement: **10/8/2010**

ificate No: **60/51/2010**

10/8/2010

is happy to do.

DP1156245

Registered:  22.9.2010
 Title System: **TORRENS**
 Purpose: **SUBDIVISION**

PLAN OF SUBDIVISION OF
 LOT 2100 DP 1148098

LOA: **LAKE MACQUARIE**
 Locality: **CAMERON PARK**
 Parish: **TERALBA**
 County: **NORTHUMBERLAND**


Surveying and Spatial Information Regulation, 2006

I, **NIGEL DELES**
 of **RPS AUSTRALIA EAST PTY LTD**
241 DENISON STREET, BROADMEADOW

a surveyor registered under the Surveying and Spatial Information Act, 2002
 certify that the survey represented in this plan is accurate, has been made
 in accordance with the Surveying and Spatial Information Regulation, 2006
 and was completed on: **4TH MAY 2010**

The survey relates to
lots 2300 - 2323

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

Signature:  Dated: **10/6/10**
 Surveyor registered under the Surveying and Spatial Information Act, 2002

Deform Line: **XNY**

Type: **Urban/Rural**

Plans used in preparation of Survey/Compilation:

DP 1053818
 DP 1056198
 DP 1061384
 DP 1062986
 DP 1089638
 DP 1104809
 DP 1117117
 DP 1134639
 DP 1145397
 DP 1148098

SURVEYOR'S REFERENCE: **17029-B_STG23**

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

LAN OF SUBDIVISION OF
OT 2100 DP 1148098

DP1156245

Registered:  22.9.2010

Subdivision Certificate No: 32/54/2010 Date of Endorsement: 10/8/2010

Executed by North Lakes Pty Limited
Act 08/03/86/
pursuant to s 127 Corporations Act

[Signature]
Paralawyer
Director

[Signature]
Director
Lance McDay

Mortgage under Mortgage No. 5264958
Signed at *[Signature]* 23 Feb day of
February 20 for National
Australia Bank Limited ABN 12 004 044 897
by *[Signature]* *[Signature]*
its duly appointed Attorney under Power of
Attorney No. 99 Book 4512

[Signature]

[Signature]
Level 1 Attorney
Witness/Bank Officer

NATHAN ELTIS
BUSINESS MANAGER

ePlan

Instrument setting out terms of Easement or Profit a Pendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 5

Plan: DP1156245

Plan of Subdivision of Lot 2100 in DP 1148098 covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

North Lakes Pty Limited
ACN 081 031 861
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Part 1

| Number of item shown in the intention panel on the plan | Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|--|--|
| 1 | Easement to drain water 2 wide (CS) | 2321
2323
2319
2317
2316
2311
2312
2313
2314
2315 | 2300
2300
2320
2320, 2319, 2318
2320, 2319, 2318, 2317
2310
2310, 2311
2310, 2311, 2312
2310, 2311, 2312, 2313
2310, 2311, 2312, 2313, 2314 |
| 2 | Positive Covenant 6 wide (CR) | 2300 | Lake Macquarie City Council |
| 3 | Restriction as to User (Keeping of Cats) (CN) | 2320, 2321 | Lake Macquarie City Council |
| 4 | Restriction as to User (Bushfire Construction) (CO) | 2320, 2321 | Lake Macquarie City Council |
| 5 | Restriction as to User (Slopes exceeding 15%) (CP) | 2303, 2304,
2305, 2306,
2311, 2312,
2313, 2316,
2317, 2318,
2319, 2320,
2321 | Lake Macquarie City Council |
| 6 | Easement for Temporary Asset Protection Zone 45 Wide & Variable (GO) | 2300 | Lake Macquarie City Council |
| 7 | Restriction as to User | 2301 - 2323
Inclusive | Every other lot except 2300 |

Lake Macquarie City Council

DP1156245

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 5

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

The Proprietor(s) for the time being of the lot(s) containing the area marked in the plan shall perform the following:

- a) Undergrowth and grass must be regularly slashed or mowed to maintain the ground fuel/understorey to a level of 2 tonnes/hectare or less;
- b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and
- c) No habitable building or other combustible structure shall be erected, or allowed to remain erected.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

No cat shall be allowed to be kept on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 in the plan:

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan:

In the event that a residence is constructed on any lot burdened having a slab on ground construction no cut or fill external to the footprint of the residence so created shall be greater than 1.2 metres.


Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registrable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the

See 

H 1156245

aPlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 5

external walls (excluding window and door areas).

- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentally for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
 - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
 - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
 - (iii) In this sub-clause "corner lot" shall mean lots 2318 & 2323.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty

Line One

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 5

Limited without the prior written consent of North Lakes Pty Limited.

- (i) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 2, 3, 4, 5 & 6 in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan.

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

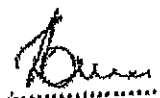
Handwritten signatures

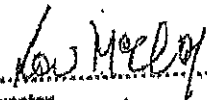
DP1156245

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919


Sheet 5 of 5

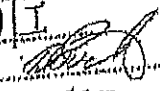
Executed by NORTH LAKES PTY LIMITED
ACN 081 031 861 by:


Director
Print Name: Paul Under


Director
Print Name: Lash Meelay

Mortgages Under Mortgage No. 5264988
Signed at Warrumbidgee this 28th day of
August 2010 for National
Australia Bank Limited ABN 12 004 044 987
by STEPHEN KENNETH MCKENZIE
its duly appointed Attorney under Power of
Attorney No. 89 Book 4512


Witness/Bank Officer
NATHAN ELTIS
BUSINESS MANAGER

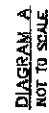
Lake Macquarie City Council
Approved 88B Instrument for
SUBDIVISION CERTIFICATE
DC 830, 1999 I
Authorised Person: 
Date: 01.09.2010

REGISTERED



22.9.2010

(P) — EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 45 WIDE & VARIABLE WIDTH TWOE DP 11737521



Registered
17.1.2013

DF-1173770

- (R) - POSITIVE COVENANT 8 WIDE (NOTE DP 1145367)
- (OR) - POSITIVE COVENANT 8 WIDE (NOTE DP 1158245)
- (DE) - RIGHT OF CARRIAGEWAY 8 WIDE (NOTE DP 1161653)
- (OP) - POSITIVE COVENANT 8 WIDE (NOTE DP 1181453) NO 4.8.888
- (FA) - EASEMENT TO DRAIN WATER 2 WIDE
- (R) - POSITIVE COVENANT 28 WIDE
- (R) - POSITIVE COVENANT 5 WIDE
- (R) - POSITIVE COVENANT FOR TEMPORARY ASSET PROTECTION ZONE 25 WIDE
- (R) - RIGHT OF CARRIAGEWAY 8 WIDE
- (R) - POSITIVE COVENANT 8 WIDE
- (R) - RESTRICTION AS TO USER (KEEPING OF CATS)

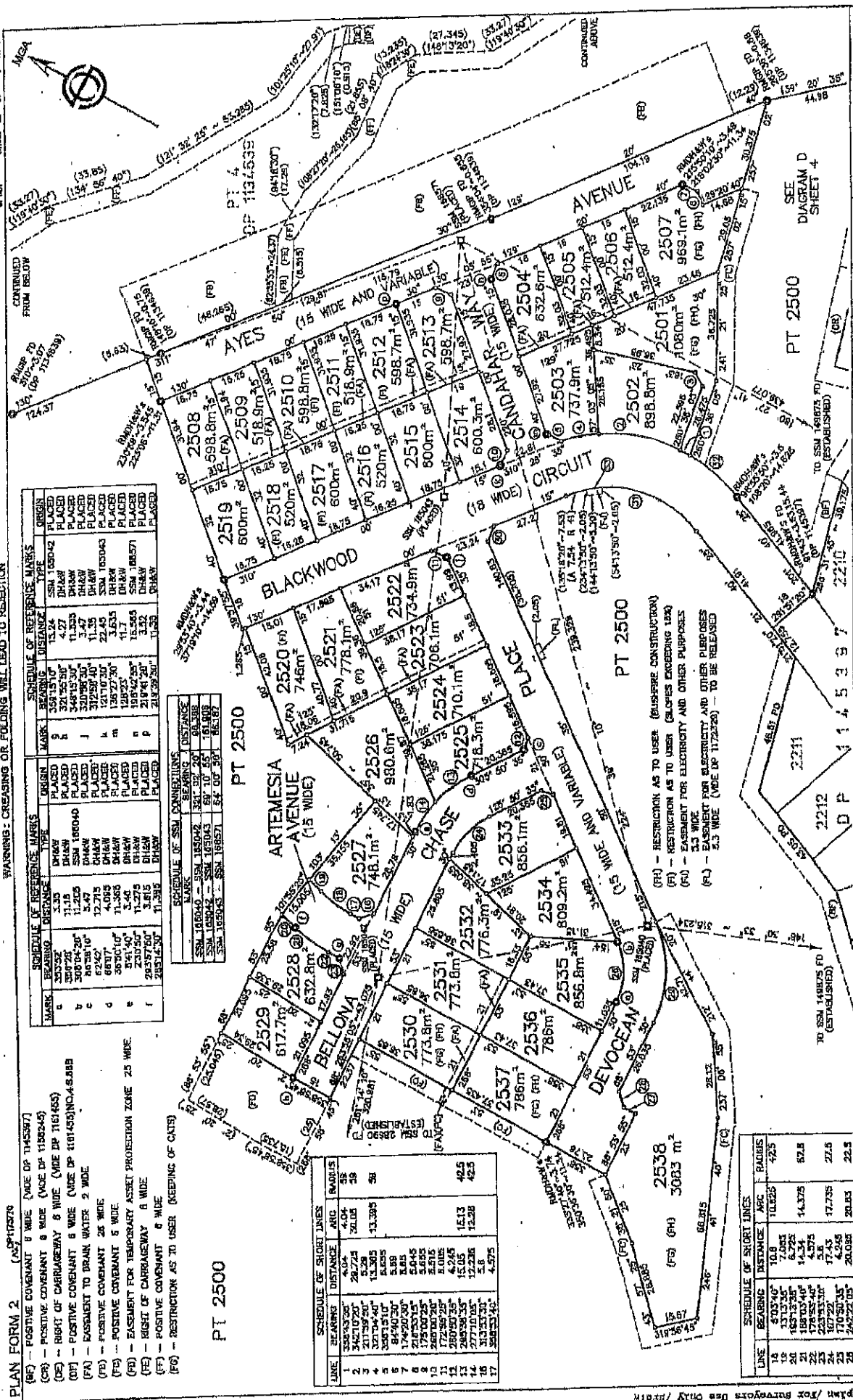
| SCHEDULE OF REFERENCE MARKS | | | SCHEDULE OF REFERENCE MARKS | | |
|-----------------------------|---------|----------|-----------------------------|---------|----------|
| MARK | BEARING | DISTANCE | MARK | BEARING | DISTANCE |
| a | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |
| b | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |
| c | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |
| d | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |
| e | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |
| f | 330°32' | 11.15 | PLACED | 330°32' | 11.15 |

| SCHEDULE OF SSM CONNECTIONS | | |
|-----------------------------|--------------|----------|
| MARK | BEARING | DISTANCE |
| SSM 160040 - SSM 160042 | 331° 02' 20" | 04.388 |
| SSM 160042 - SSM 160043 | 59° 10' 55" | 16.100 |
| SSM 160043 - SSM 160051 | 54° 00' 30" | 16.167 |

PT 2500

| SCHEDULE OF SHORT LINES | | |
|-------------------------|---------|----------|
| LINE | BEARING | DISTANCE |
| 1 | 330°32' | 11.15 |
| 2 | 330°32' | 11.15 |
| 3 | 330°32' | 11.15 |
| 4 | 330°32' | 11.15 |
| 5 | 330°32' | 11.15 |
| 6 | 330°32' | 11.15 |
| 7 | 330°32' | 11.15 |
| 8 | 330°32' | 11.15 |
| 9 | 330°32' | 11.15 |
| 10 | 330°32' | 11.15 |
| 11 | 330°32' | 11.15 |
| 12 | 330°32' | 11.15 |
| 13 | 330°32' | 11.15 |
| 14 | 330°32' | 11.15 |
| 15 | 330°32' | 11.15 |
| 16 | 330°32' | 11.15 |
| 17 | 330°32' | 11.15 |

| SCHEDULE OF SHORT LINES | | |
|-------------------------|---------|----------|
| LINE | BEARING | DISTANCE |
| 18 | 330°32' | 11.15 |
| 19 | 330°32' | 11.15 |
| 20 | 330°32' | 11.15 |
| 21 | 330°32' | 11.15 |
| 22 | 330°32' | 11.15 |
| 23 | 330°32' | 11.15 |
| 24 | 330°32' | 11.15 |
| 25 | 330°32' | 11.15 |
| 26 | 330°32' | 11.15 |
| 27 | 330°32' | 11.15 |
| 28 | 330°32' | 11.15 |
| 29 | 330°32' | 11.15 |
| 30 | 330°32' | 11.15 |
| 31 | 330°32' | 11.15 |
| 32 | 330°32' | 11.15 |



PLAN OF SUBDIVISION OF LOT 3000
DP 1173770 AND POSITIVE COVENANT
25 WIDE, RIGHT OF CARRIAGEWAY 8 WIDE
& POSITIVE COVENANT 8 WIDE WITHIN

Surveyor: BRIAN JAMES HAMMONDS
RPS AUSTRALIA EAST PT LTD
Date of Survey: 15TH OCTOBER 2012

LGA: LAKE MACQUARIE
Locality: CAMERON PARK
Substation No.: 57/2012
17.1.2013

DP1173770



| | | | |
|------|-------------------------------------|--|-------------------------------|
| (X) | POSITIVE COVENANT | 30 WIDE & VARIABLE | (NOTE DP 10359150) NO.4.9.86B |
| (Y) | NIGHT OF CARLENGEWAY | 8 WIDE (NOTE DP 10361368) | |
| (Z) | POSITIVE COVENANT | 8 WIDE (NOTE DP 10361400) NO.3.8.86B | |
| (AA) | RIGHT OF CARLENGEWAY | 6 WIDE & VARIABLE (NOTE DP 10371364) | |
| (AB) | POSITIVE COVENANT | 8 WIDE & VARIABLE (NOTE DP 10371384) NO.4.9.86B | |
| (AC) | POSITIVE COVENANT | 30 WIDE & VARIABLE (NOTE DP 10371404) NO.4.9.86B | |
| (AD) | EASEMENT FOR ELECTRICITY SUBSTATION | 5.3 WIDE (NOTE DP 10372388) | |
| (AE) | RIGHT OF CARLENGEWAY | 6 WIDE & VARIABLE (NOTE DP 10372390) | |
| (AF) | POSITIVE COVENANT | 8 WIDE & VARIABLE (NOTE DP 10372390) NO.5.8.86B | |
| (AG) | POSITIVE COVENANT | 30 WIDE & VARIABLE (NOTE DP 10372398) | |
| (AH) | POSITIVE COVENANT | 8 WIDE & VARIABLE (NOTE DP 10372408) NO.7.8.86B | |
| (AI) | POSITIVE COVENANT | 30 WIDE & VARIABLE (NOTE DP 10373398) | |
| (AJ) | POSITIVE COVENANT | 30 WIDE & VARIABLE (NOTE DP 10371717) NO.7.8.86B | |

(72-483) - EASEMENT TO DRAIN WATER 2' WIDE AND VARIABLE WIDTH (MODE OF 1735628)

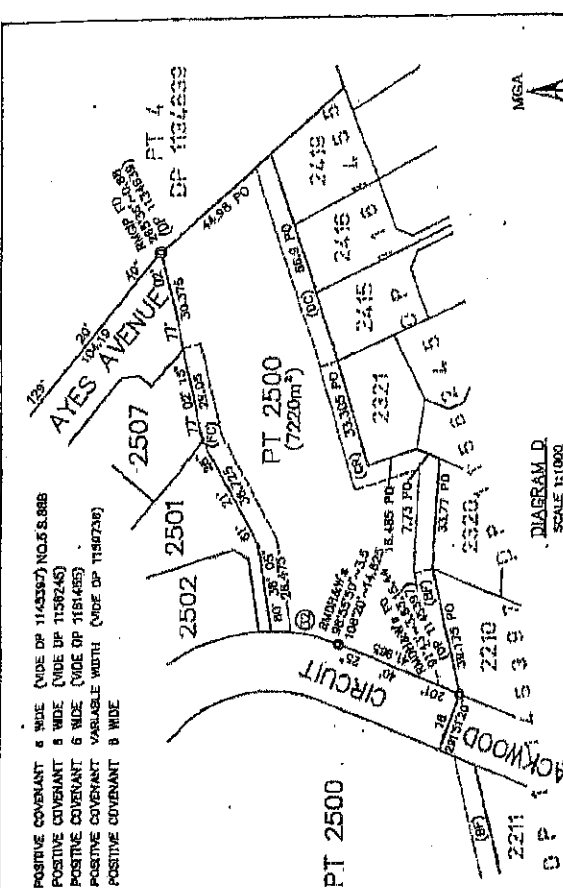
| | |
|--|---|
| <p>Buyer: BRIAN JAMES MAMOUNOUS
 105 AUSTRIA EAST PTY LTD</p> <p>Date of Sale: 15TH OCTOBER 2012</p> <p>Buyer's Ref: 17029--3 ST225 NENG</p> | <p>PLAN OF SUBDIVISION OF LOT 3000
 DP 1173752 AND POSITIVE COVENANT
 26' WIDE , RIGHT OF CARRIAGEWAY 6' WIDE
 & POSITIVE COVENANT 6' WIDE WITHIN
 LOT 4, DP 11734730</p> |
|--|---|

LGA: LAKE MACQUARIE
Locality: CAMERON PARK
Subdivision No.: 57/2012

Registered
© 17.1.2013

DP1173770

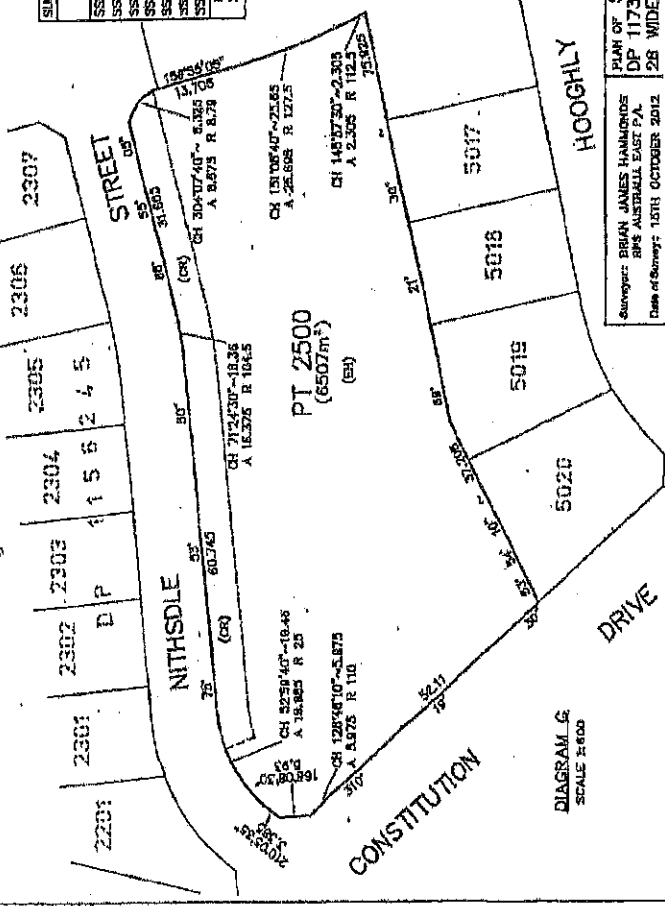
| | 8 WIDE | (NIDE DP 11433945) NO.5 S.88B |
|---------------------------|----------------|-------------------------------|
| (BF) -- POSITIVE COVENANT | 8 WIDE | (NIDE DP 11433945) NO.5 S.88B |
| (DB) -- POSITIVE COVENANT | 8 WIDE | (NIDE DP 11536245) |
| (DC) -- POSITIVE COVENANT | 8 WIDE | (NIDE DP 11514365) |
| (BN) -- POSITIVE COVENANT | VARIABLE WIDTH | (NIDE DP 11490730) |
| (TE) -- POSITIVE COVENANT | 8 WIDE | |



| MARK | M.G.A. CO-ORDINATES | | ZONE | CLASS | ORDER | METHOD | ORIGIN |
|------------|---------------------|---------------|------|-------|-------|-----------------|--------|
| | EASTING | NORTHING | | | | | |
| SSN 18880 | 368 478.380 | 6 358 554.638 | 25 | B | 2 | - | SOMS |
| SSN 188976 | 370 021.740 | 6 355 580.017 | 55 | A | 1 | - | SOMS |
| SSN 148876 | 368 868.103 | 6 358 384.519 | 55 | C | 3 | - | SOMS |
| SSN 165940 | 368 037 | 6 358 023 | 55 | U | U | CLOSED TRAVERSE | PLACED |
| SSN 185942 | 355 756 | 6 358 904 | 55 | U | U | CLOSED TRAVERSE | PLACED |
| SSN 185043 | 365 948 | 6 356 961 | 55 | U | U | CLOSED TRAVERSE | PLACED |
| SSN 185731 | 370 025 | 6 358 959 | 55 | U | U | CLOSED TRAVERSE | PLACED |

M.G.A. CO-ORDINATES ADOPED FROM SOMS AS AT 17TH AUGUST 2012

M.G.A. COMBINED SCALE FACTOR = 0.989759



| SCHEDULE OF SHORT LINES | | | | |
|-------------------------|------------|----------|--------|--------|
| LINE | BEARING | DISTANCE | ARC | RADIUS |
| 15 | 124°50'45" | 8.865 | 9.005 | 14.3 |
| 20 | 114°11' | 21.48 | 21.615 | 59 |

DIAGRAM F
SCALE 1:600

| | | |
|---|---|--|
| Surveyor: BRIAN JAMES HAMMONDS
RPS AUSTRALIA EAST P.A. | PLAN OF SUBDIVISION OF LOT 3000
DP 1173752 AND POSITIVE COVENANT
28 WIDE, RIGHT OF CARRIAGEWAY & WIDE | L.R.A.: LAKE MACQUARIE
Locality: CAMERON PARK |
| Date of Survey: 10TH OCTOBER 2012 | | |

Displacement of

LA.: LAKE MACQUARIE
Locality: CAMERON PARK

PLAN OF SUBDIVISION OF LOT 3000
DP 1173752 AND POSITIVE COVENANT
28 MIDE BIGHT OF CARBONADO

**Surveyors: BRIAN JAMES HAMMONDS
RMS AUSTRALIA EAST P/L**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered: 17.1.2013

Title System: TORRENS

Purpose: SUBDIVISION

DP1173770

PLAN OF SUBDIVISION OF
LOT 3000 DP 1173752 AND
POSITIVE COVENANT 26 WIDE,
RIGHT OF CARRIAGEWAY 6 WIDE &
POSITIVE COVENANT 6 WIDE WITHIN
LOT 4 DP 1134639

LGA: LAKE MACQUARIE
 Locality: CAMERON PARK
 Parish: TERALBA
 County: NORTHUMBERLAND

Crown Lands NSW / Western Lands Office Approval

Survey Certificate

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

BRIAN JAMES HAMMONDS
RPS AUSTRALIA EAST PTY LTD
241 DENISON STREET, BROADMEADOW

a surveyor registered under the *Surveying and Spatial Information Act 2002*
certify that:

Signature: _____

(e) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 11/07/2012.

Date: 20250919 16:46:45

(b) The part of the land shown in the plan ^{(A being A excluding A}
 lot 2500
 was surveyed in accordance with the *Surveying and Spatial
 Information Regulation 2012* is accurate and the survey was
 completed on, 15.10.2022, the part not surveyed was
 completed in accordance with that regulation.

File Number : [REDACTED]

Office :

Subdivision Certificate

* Authorised Person / General Manager / Accredited Certifier,
certify that the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature:

Signature: _____ Dated: 27/12/2023

Accreditation number:

Surveyor ID: 92

Consent Authority: Lake Macquarie City Council

Datum Line: $X_2 Y$

Date of Endorsement : 22 November 2012

Type: * Urban / * Rural

Subdivision Certificate Number: SC 16712012

The terrain is *Level-Undulating / *Steep-Mountainous.

File Number: 0A/830/1997/L

* Strike through if inapplicable.

* Strike through if inapplicable.

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

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in preparation of Survey / Compilation:

IT IS INTENDED TO DEDICATE GANDAHAR WAY,
DEVOCEAN PLACE, BELLONA CHASE,
ARTEMESIA AVENUE, AYES AVENUE AND THE
EXTENSION OF BLACKWOOD CIRCUIT TO THE
PUBLIC AS PUBLIC ROAD

DP 1134639
DP 1145397
DP 1156245
DP 1161455
DP 1172329
DP 1173762

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 17029--B STG25 NEWO

PLAN FORM 8A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  17.1.2013

Office Use Only

Office Use Only

DP1173770

PLAN OF SUBDIVISION OF
LOT 3000 DP 1173752 AND
POSITIVE COVENANT 26 WIDE
RIGHT OF CARRIAGEWAY 6 WIDE &
POSITIVE COVENANT 6 WIDE WITHIN
LOT 4 DP 1134639

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of Intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 155B *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: ...SC/17.1.2013

Date of Endorsement: ...22 November 2012

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE (FA)
2. POSITIVE COVENANT 26 WIDE (FB)
3. POSITIVE COVENANT 6 WIDE (FC)
4. EASEMENT FOR TEMPORARY ASSET PROTECTION ZONE 25 WIDE (FD)
5. RIGHT OF CARRIAGEWAY 6 WIDE (FE)
6. POSITIVE COVENANT 6 WIDE (FF)
7. RESTRICTION AS TO USER (KEEPING OF CATS) (FG)
8. RESTRICTION AS TO USER (BUSHFIRE CONSTRUCTION) (FH)
9. RESTRICTION AS TO USER (SLOPES EXCEEDING 15%) (FI)
10. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (FJ)
11. RESTRICTION AS TO USER

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (VIDE DP 1172329) (FL)

MORTGAGE UNDER MORTGAGE 5264458

SIGNED AT CHARLESTOWN 4TH DAY OF
DECEMBER 2012 FOR NATIONAL AUSTRALIA

BANK LIMITED ABN 12 004 044 937

BY GARRY NORMAN GREEN ITS DULY

APPOINTED ATTORNEY UNDER POWER OF

ATTORNEY NO 39 Book 4512

LEVEL 13 ATTORNEY

WITNESS BANK OFFICER

PETER CURRAN
ASSOCIATE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered:  17.1.2013

Office Use Only

DP1173770

PLAN OF SUBDIVISION OF
LOT 3000 DP 1173752 AND
POSITIVE COVENANT 26 WIDE
RIGHT OF CARRIAGEWAY 6 WIDE &
POSITIVE COVENANT 6 WIDE WITHIN
LOT 4 DP 1134639

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - see 80(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 156D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: 55/67/12012
Date of Endorsement: 22 November 2012

EXECUTED for and on behalf of AUSGRID
by

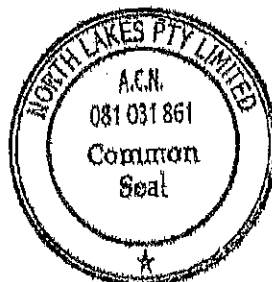
don m... ..
It's duly constituted Attorney pursuant to
Power of Attorney registered Book 4523 No 404
In the presence of: 4641 639 107
KB

K Bostock
Witness

Karen Bostock
Name of witness (please print)

570 George Street
Sydney, NSW 2000
Address of witness

Brian Swaine
DIRECTOR
Paul Fenwick
SECRETARY



Surveyor's Reference: 17029-8 STG25 NEWC

ePlan

Instrument setting out terms of Easement or Profit a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 7

Plan: **DP1173770**

Plan of Subdivision of Lot 3000 in DP 1173752 and Positive Covenant 26 wide, Right of Carriageway 6 wide and Positive Covenant 6 wide within Lot 4 DP 1134639 covered by Subdivision Certificate No. SC/67/2012

Full name and address
of the owner of the land:

North Lakes Pty Limited
ABN 44 723 470 121
of 426 King Street, Newcastle West

Full name and address
of the mortgagee of the land:

National Australia Bank
Hannell Street, Wickham

Part 1

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|--|--|
| 1 | Easement to drain water 2 wide (FA) | 2506
2505
2504
2508
2509
2510
2511
2512
2513

2520
2521
2523
2531
2530
2500 | 2507
2506, 2507
2505, 2506, 2507
2500
2508, 2500
2509, 2508, 2500
2510, 2509, 2508, 2500
2511, 2510, 2509, 2508, 2500
2512, 2511, 2510, 2509, 2508, 2500
2500
2500
2520, 2500
2521, 2520, 2500
2532
2531, 2532
2530, 2531, 2532 |
| 2 | Positive Covenant 26 wide (FB) | Part Lot 4
DP 1134639 | Lake Macquarie City Council |
| 3 | Positive Covenant 6 wide (FC) | Part Lot 2500 | Lake Macquarie City Council |
| 4 | Easement for Temporary Asset Protection Zone 25 wide (FD) | 2500 | Lake Macquarie City Council |
| 5 | Right of Carriageway 6 wide (FE) | Lot 4
DP1134639 | Lake Macquarie City Council |
| 6 | Positive Covenant 6 wide (FF) | Part Lot 4
DP1134639 | Lake Macquarie City Council |

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 7

| | | | |
|----|---|--|-------------------------------|
| 7 | Restriction as to User (Keeping of Cats) (FG) | 2501, 2507, 2530, 2537, 2538 | Lake Macquarie City Council |
| 8 | Restriction as to User (Bushfire Construction) (FH) | 2501, 2507, 2530, 2537, 2538 | Lake Macquarie City Council |
| 9 | Restriction as to User (Slopes exceeding 15%) (FI) | 2510, 2511, 2512, 2516, 2517, 2518, 2520, 2521 | Lake Macquarie City Council |
| 10 | Easement for Electricity and Other Purposes 5.3 wide (FI) | 2500 | Ausgrid
ABN 67 505 337 385 |
| 11 | Restriction as to User | 2501 - 2538 Inclusive | Every other lot except 2500 |

Part 1A

| Number of item shown in the intention panel on the plan | Identity of easement, profit a pendre, restriction or positive covenant to be released and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|-------------------------------|--|
| 1 | Easement for Electricity and Other Purposes 5.3 wide DP 117329 (FI) | 3000
DP 1173752 | Ausgrid
ABN 67 505 337 385 |

Part 2 (Terms)

Terms of easement, profit a pendre, restriction, or positive covenant numbered 2 and 4 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

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In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Management Authority, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

The Proprietor(s) for the time being of the lot(s) containing the area marked in the plan shall perform the following:

- a) Undergrowth and grass must be regularly slashed or mowed to maintain the ground fuel/understorey to a level of 2 tonnes/hectare or less;
- b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and
- c) No habitable building or other combustible structure shall be erected, or allowed to remain erected.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The owner/s of any lot from time to time within which the Right of Carriageway 6 wide (RB) in the plan is located, shall at its expense, maintain the Right of Carriageway.

In the event that the Lake Macquarie City Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Lake Macquarie City Council for a release, the Lake Macquarie City Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

No cat shall be allowed to be kept on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959-2009 Construction of Buildings in Bushfire Prone Areas.

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

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Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

In the event that a residence is constructed on any lot burdened having a slab on ground construction no cut or fill external to the footprint of the residence so created shall be greater than 1.2 metres.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 10 in the plan:

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 11 in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) Except for lot 2538, no main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

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- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
 - (i) Except for lot 2538, not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
 - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
 - (iii) In this sub-clause "corner lot" shall mean lots 2503, 2525, 2527 and 2533
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 2, 3, 4, 5, 6, 7, 8 & 9 in the plan.

Lake Macquarie City Council

DP1173770

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

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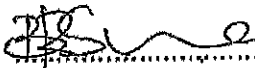
Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 10 in the plan.


Ausgrid

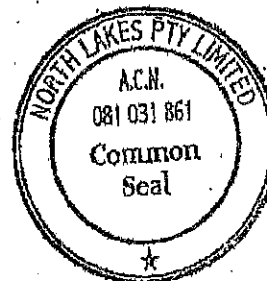
Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 11 in the plan.

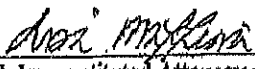

North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

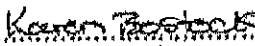
Executed by NORTH LAKES PTY LIMITED
ABN 44 723 470 121 by:


.....
Director
Print Name: BRIAN SWAINE


.....
Director Secretary
Print Name: PAUL FERNBERG



EXECUTED for and on behalf of AUSGRID)
By )
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528)
No. 461 in the presence of: 4641 km)
629 pz)

Witness


.....
Name of Witness (please print)

370 George Street,
Sydney, NSW 2000.

.....
Address of Witness

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 7 of 7

Executed by:

Mortgage under Mortgage No. 5264956
Signed at WARRIMOO 4th day of
DECEMBER 2011 for National
Australia Bank Limited ABN 12 004 044 937
by *Norman Green*
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Norman Green
Level 3 Attorney

Witness Bank Officer

PETER CURRAN
ASSOCIATE

Level 1, 6 Chapman Street
Charlestown, NSW 2290

REGISTERED



17.1.2013

Lake Macquarie City Council

Approved 88B instrument for

SUBDIVISION CERTIFICATE

to 67/2012

Authorised Person: *C. Field*

Date: 22/11/2012



23 June 2023

SARJO CONVEYANCING
PO Box 5248
KAHIBAH NSW 2290

Our Ref: 160067
Your Ref:
HARTNELL: 167131
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 12810520
Receipt Date: 22 June 2023

DESCRIPTION OF LAND

Address: 22 Sandfield Street, CAMERON PARK NSW 2285
Lot Details: Lot 2931 DP 1194810
Parish: Teralba
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Hayes", written in a cursive style.

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 -

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 -

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 -

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 -

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021 -

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 -

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 -

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 -

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.
- R2 Low Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Bed and breakfast accommodation; Boarding houses; Boat sheds; Building

identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether additional permitted uses apply to the land,

No

- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5

Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether draft additional permitted uses apply to the land

No

(c) Whether any draft 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.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie Section 94 Contributions Plan No.2, 2004 - Northlakes Urban Release Area, (as amended 2012)
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) 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

A building rectification order **is not** in force in respect of this land.

- (c) 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.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 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.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
No

- (3) In this section -
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (b) bushfire
Yes
- (c) tidal inundation
No
- (d) acid sulfate soils
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) aircraft noise

No

(g) salinity

No

(h) any other risk (other than flooding).

No

(2) In this section —

adopted policy means a policy adopted —

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 2931 DP 1194810 - ALL of the land is bush fire prone land.

12 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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 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.
Nil
- (2) The date of any subdivision order that applies to the land.
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17 Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has an order 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).

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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).

Nil

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*.

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the

land.

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

Nil

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

NOTE: 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:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) 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,

No

- (b) 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,

No

- (c) 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,

No

- (d) 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,

No

- (e) 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.

No



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

22 SANDFIELD

CAMERON PARK NSW

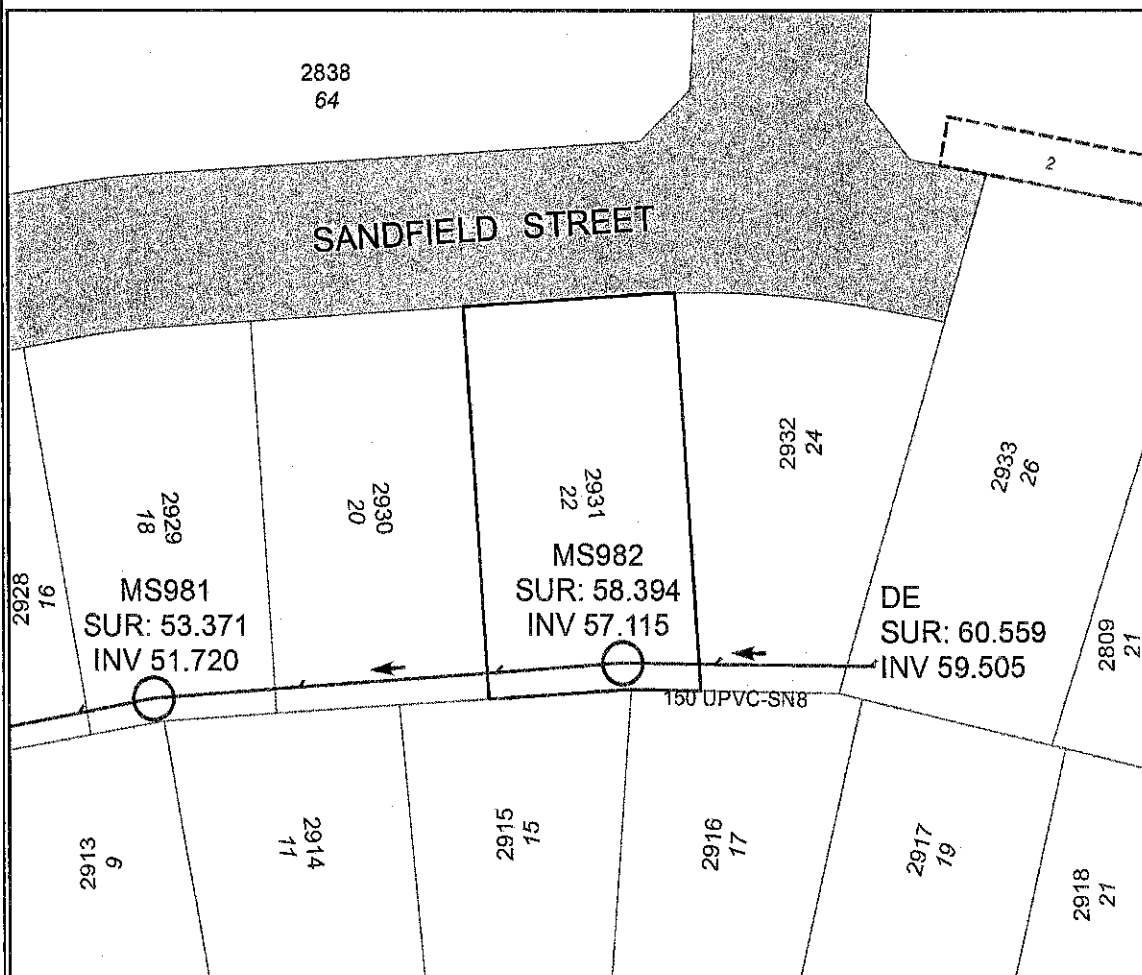
APPLICATION NO.: 2029708

APPLICANT REF: M Hartnell

RATEABLE PREMISE NO.: 4165401587

PROPERTY ADDRESS: 22 SANDFIELD ST CAMERON PARK 2285

LOT/SECTION/DP: SP: 2931//DP 1194810



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE, PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE
AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 23/06/2023

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAM/Hatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION

20 January 2015

DIXON HOMES NEWCASTLE
PO Box 93
BROADMEADOW NSW 2292

Occupation Certificate

Section 109C (1) (c) & 109H, Environmental Planning & Assessment Act 1979

Occupation Certificate No: CC/605/2014

Type: Final

Determination: Approved

Date of Certificate: 19 January 2015

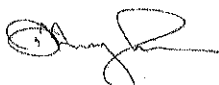
Subject Property: Lot 2931 DP 1194810
22 Sandfield Street, CAMERON PARK NSW 2285

Building Details: Single Storey Residential Dwelling, Associated Retaining Walls And Driveway

BCA Classification of Building: Class 1a
Class 10b

Council **CERTIFIES** that:

- A current Development Consent is in force with respect to the building; and
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building; and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.



David Hughes – BPB1398
Building Surveyor
Development Assessment and Compliance



Home Warranty Insurance Fund

calliden
group

NSWSHCHWIW/176444-PermitAuthority

29/05/2014

Edgeworth Constructions Pty Ltd
7-9 Brunner Road
BROADMEADOW NSW 2292

Calliden Insurance Ltd
ABN 47 004 125 268 AFS Licence 234438
Level 9, 11-33 Exhibition Street
MELBOURNE VIC 3000
Phone: (03) 9637 1300 FAX: 1300 662 215

Certificate of Insurance RESIDENTIAL BUILDING WORK BY CONTRACTORS

A contract of insurance complying with sections 92 and 96A of the Home Building Act 1989 has been issued by **Calliden Insurance Limited** (ABN 47 004 125 268) (AFSL 234438) as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In respect of: New Single Dwelling
At: 22 (Lot 2931) Sandfield Street
CAMERON PARK NSW 2285
Carried out by: Edgeworth Constructions Pty Ltd
Licence Number: 204959C
ABN: 47 130 236 172
For: Peter Cook & Beverly Hartnell
In the amount of: \$279,000.00

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to:

- a beneficiary described in the contract and successors in title to the beneficiary,
- OR
- the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Authorisation: Signed by Calliden Insurance Ltd (ABN 47 004 125 268) (AFSL 234438) as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650)

Issued on the 29th day of May, 2014.

NOTICE: To download a copy of your insurance policy wording visit <http://www.policywording.com.au>.