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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**STONE REAL ESTATE HUNTER VALLEY** 45 Vincent Street, Cessnock, NSW, 2325	Telephone: (02) 4089 1122 Reference: Matthew Clarkson
co-agent		
vendor	**BRETT DOUGLAS HOPKINSON** and **CHANEL ANN HOPKINSON** 49 Boomerang Street, Cessnock, NSW, 2325	
vendor's solicitor	**FLYNNS SOLICITORS** 1 Lovejoy Street, Mudgee, NSW, 2850 (PO Box 1014, Mudgee, NSW, 2850)	Telephone: (02) 6372 6500 Facsimile: (02) 6372 2883 Reference: Tom Flynn
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	**85/2 OAKEY CREEK ROAD, CESSNOCK, NSW, 2325** Lot 85 in Deposited Plan 270158 Folio Identifier: 85/270158	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: 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	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		Telephone: Facsimile: Reference:
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."

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SIGNING PAGE

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:		**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	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): **PEXA**

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make a *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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☒ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS:

Name: Strata Master Pty Ltd

Address: 37/342 Military Road, Cremorne, NSW, 2090

Email: info@stratamaster.com.au

Telephone: (02) 9909 5300

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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.

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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, 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 to resolve the dispute 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.

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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:

Australian Taxation Office	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
	Owner of adjoining land
Department of Primary Industries and Regional Development	Privacy
	Subsidence Advisory NSW
Electricity, gas and telecommunications	Transport agencies
Homes NSW	Water, sewerage or drainage authority

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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.

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. 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 Australian Taxation Office.

13 From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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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*.

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the 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.

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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).

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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.

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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 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 contract or management 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 s174 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.

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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.

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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 earnt 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 whatever is reasonably necessary 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND MADE BETWEEN BRETT DOUGLAS HOPKINSON and CHANEL ANN HOPKINSON (hereinafter called "Vendors") and

(hereinafter called "Purchaser")

---

1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendors at law or in equity had this Clause not been included herein should the Purchaser prior to completion:

   (a) die or become mentally ill then the Vendors may rescind the within Contract by notice in writing forwarded to the solicitor named as the Purchaser's solicitor in this Contract and thereupon the within Contract shall be at an end and the provisions of Clause 19 shall apply; or

   (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into a scheme of arrangement with its creditors under part VIII of the Companies Act, 1981 (as amended) or should any liquidator, receiver or official manager be appointed in respect of the Purchaser thereupon the within Contract shall be at an end and the provisions of Clause 19 hereof shall apply.

   This Clause shall apply mutatis mutandis.

2. Should the Purchaser apply for a Certificate under Section 6.24 of the Environmental Planning and Assessment Act and the Council to which such application is made lists defects or prescribes work to be carried out on the subject property and if the Purchaser shall then be entitled to and requisition the Vendors to comply with the notice, remedy the defects or do the work and, if the Vendors shall be unable or unwilling to comply, then the Vendors shall be entitled to rescind the Contract pursuant to Clause 8.1. Provided however that the Vendors shall give prior notice of intention to rescind whereupon the Purchaser may elect to withdraw any such requisition and to proceed to settlement.

3. If the Purchaser has not completed this Contract by the completion date other than due to the default of the Vendors, then the Purchaser shall pay interest on the balance of the purchase price at the rate of eight per cent (8%) per annum from the completion date until the actual date of completion and such interest shall be paid to the Vendors on completion in addition to the purchase price and any other moneys payable by the Purchaser to the Vendors.

4. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

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5. Subject only to section 52A(2)(b) of the Conveyancing Act 1919, the Regulations thereunder and the Conveyancing (Sale of Land) Regulation 2022:

   (i) the Purchaser acknowledges that the provisions of this Contract constitute the full and complete Contract between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties with respect to any of the matters to which this Contract relates; and

   (ii) the Purchaser acknowledges that the property and all inclusions are sold in its or their present state and condition subject to any defects of whatever nature or kind and whether latent or patent and the Purchaser further acknowledges that he does not rely on entry into this Contract upon any representations made by the Vendors or on their behalf except as are expressly provided herein; and

   (iii) the Purchaser further acknowledges that he does not rely on entry into this Contract upon any representations made by the Vendors or on their behalf except as are expressly provided herein.

6. The standard provisions of the Contract are varied as follows:

   (a) Clause 13.4.3 is varied by adding "who shall use such sum to pay any GST in respect of the supply, and in the event of none being payable shall refund such amount to the Purchaser".

   (b) Clause 13.4.4 is varied by adding "or such lesser amount as shall be required to cover such GST".

   (c) Clause 13.8 is amended by inserting after "on" in the second line, the words "demand whether on or after".

   (d) Clause 13.10 is varied by inserting after "completion" the words "or at any time when the Purchaser is called on to pay any amount to cover GST".

   (e) Clause 25.1.1 – delete the word "limited".

7. The Vendors must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

8. The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendors by any Agent or other person entitled to claim commission as a result of this sale other than the Vendors' Agent, if any, specified in this Contract. The Purchaser will

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indemnify the Vendors against any claim for commission by any Real Estate Agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendors. The right continues after completion.

9. The parties named herein as Directors of the Purchaser/company and Guarantors hereby guarantee the performance of the within Contract by the Purchaser/Company and promise and undertake to be bound by all the covenants of the agreement between the Vendors and the Purchaser/Company and agree to be personally bound in respect of the terms of this Contract for Sale.

……
Director Guarantor
(Insert Company Name)
Print Name of Director/Guarantor

……
Director Guarantor
(Insert Company Name)
Print Name of Director/Guarantor

10. If the completion date is between Tuesday 22 December 2026 and Wednesday 6 January 2027 inclusive, then the completion date is determined to be Monday 11 January 2027.

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Order number: 91841125
Your Reference: 20260831
05/11/26 10:12

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 85/270158

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	10:12 AM	8	21/10/2025

LAND

LOT 85 IN COMMUNITY PLAN DP270158
AT CESSNOCK
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270158

FIRST SCHEDULE

CHANEL ANN HOPKINSON
BRETT DOUGLAS HOPKINSON
AS JOINT TENANTS (T AV530923)

SECOND SCHEDULE (16 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
3 INTERESTS RECORDED ON REGISTER FOLIO 1/270158
4 DP872006 RESTRICTION(S) ON THE USE OF LAND
5 DP270158 RESTRICTION(S) ON THE USE OF LAND (DOC 1)
6 DP270158 EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE AND ACCESS THERETO (DOC 2) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP270158 RESTRICTION(S) ON THE USE OF LAND (DOC 2)
8 DP270158 VINEYARD MAINTENANCE VARIABLE WIDTH (DOC 3) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP270158 RIGHT OF CARRIAGEWAY 2.5 METRE(S) WIDE AND VARIABLE (DOC 3) APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP270158 EASEMENT FOR SERVICES 2.5 METRE(S) WIDE AND VARIABLE (DOC 3) APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP270158 EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPE (DOC 3) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP270158 EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPE (DOC 3) APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP270158 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE (DOC 3) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14 DP270158 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE (DOC 3) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 85/270158 PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

15 DP270158 EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE (DOC 3) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

16 AV530924 MORTGAGE TO POLICE BANK LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 5/11/2026

* 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.
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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270158

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	10:15 AM	16	15/10/2026

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270158
AT CESSNOCK
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270158

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270158
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA MASTER PTY LTD
37/342 MILITARY ROAD
CREMORNE 2090

SECOND SCHEDULE (27 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
AT328356 AMENDMENT TO MANAGEMENT STATEMENT - CONSOLIDATION OF MANAGEMENT STATEMENT (SEE AT328356)
3 DP831570 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
4 DP855326 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
5 DP270158 EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
DP270158 RELEASED IN AS FAR AS IT AFFECTS LOT 49 IN DP270158
6 DP270158 VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
DP270158 RELEASED IN AS FAR AS IT AFFECTS LOT 49 IN DP270158
7 DP270158 EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
8 DP270158 EASEMENT FOR SERVICES 3.5 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

9	DP270158	EASEMENT TO DRAIN WATER 4 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
10	DP270158	EASEMENT FOR VINEYARD MAINTENANCE 3 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.2)
11	DP270158	EASEMENT FOR ACCESS 3.5, 2.5 WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.2)
	DP270158	RELEASED IN SO FAR AS IT AFFECTS LOTS 79 AND 80 IN DP270158
12	DP270158	EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.2)
	DP270158	RELEASED IN SO FAR AS IT AFFECTS LOTS 78,79 AND 80 IN DP270158
13	DP270158	EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
	DP270158	RELEASED IN SO FAR AS IT AFFECTS LOTS 75 TO 80 INCLUSIVE IN DP270158
14	DP270158	EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE AND ACCESS THERETO AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270158
15	DP270158	EASEMENT FOR ELECTRICITY SUBSTATION 3.5X5.5 AND ACCESS THERETO AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270158
16	DP270158	VINEYARD MAINTENANCE VARIABLE WIDTH (DOC 3) APPURTENANT TO THEPART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
17	DP270158	VINEYARD MAINTENANCE 25 METRE(S) WIDE (DOC 3) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
18	DP270158	EASEMENT FOR ACCESS 2.5 METRE(S) WIDE AND VARIABLE (DOC 3) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
19	DP270158	EASEMENT FOR ACCESS AND SERVICES 3 AND 8 METRE(S) WIDE (DOC 3) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
20	DP270158	EASEMENT FOR LANDSCAPING 10 METRE(S) WIDE (DOC 3) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
21	DP270158	EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE (DOC 3) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
22	AA353004	NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 94 IN DP270158
23	DP270158	RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART

END OF PAGE 2 - CONTINUED OVER

DRAFT

FOLIO: 1/270158 PAGE 3

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
24 DP270158 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
25 DP1084363 EASEMENT TO DRAIN WATER 6 METRES WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1084363
26 DP1084363 EASEMENT TO DRAIN WATER 6 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1084363
27 DP1084363 EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1084363

NOTATIONS

DP270158 NOTE: REGISTERED 9.8.2001 SUBDIVIDES LOT 49 INTO LOTS 50-80 IN DP270158
DP270158 NOTE: REGISTERED19-12-2003 - SUBDIVIDES LOTS 75-80 INTO LOTS 81-94
DP270158 NOTE: REGISTERED 8-4-2004. REDEFINITION OF LOT 1 IN DP270158.
DP270158 NOTE: REGISTERED 8-4-2004. REPLACEMENT SHEET 59A OF MANAGEMENT STATEMENT.
DP270158 NOTE: REGISTERED 15/10/2026 SUBDIVIDES LOT 20 INTO LOTS 95-96 IN DP270158

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DRAFT

PRINTED ON 5/11/2026

* 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.
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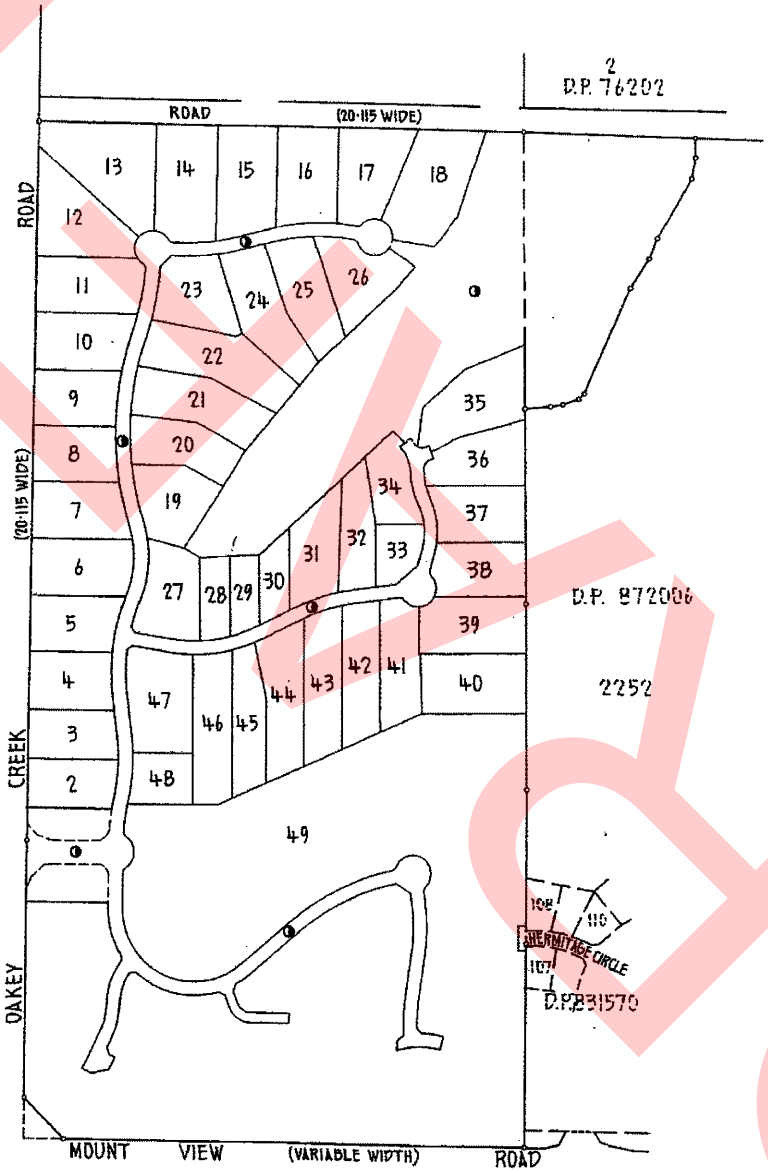
Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

PLAN FORM 4

DP 270158

NAME OF DEVELOPMENT, IF ANY	ADDRESS FOR SERVICE OF NOTICE
KELMAN VINEYARD ESTATE	KELMAN ESTATE. OAKEY CREEK ROAD, CESSNOCK. N.S.W. 2325

LOCATION DIAGRAM ONLY



M.M.

LOT 1 -
COMMUNITY PROPERTY

COMMUNITY PLAN
SHEET 1 OF 7 SHEETS

For reference to additional sheets see schedule below

Registered: 27.4.1998.

This sheet is being continually updated to show the current subdivision pattern of the scheme.
For details of such updates and additional and replacement sheets added see schedule below.

Council's Approval No. 63/95
Date: MARCH 27, 1998
Council Clerk's Signature:

Surveyor's Signature
Date: 25/9/97

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.
49	SUBDIVIDED INTO LOTS 50 - 80	8-10
75-80	SUBDIVIDED INTO LOTS 81-94	11-12
20	SUBDIVIDED INTO LOTS 95-96	13

SURVEYOR'S REFERENCE 114-22/1 PRE-EXAMINATION PDP 5219

FREEHOLD

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:1 of 24
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PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

THE COMMON SEAL OF TORRENS PTY LIMITED C.N. 000 848 [illegible]

Executed by STEGGERDA PTY LIMITED ACN 000 848 [illegible] in accordance with s.127 of the Corporations Act 2001 (Cth) by the Attorney who has no notice of revocation of the Power of Attorney registered No. [illegible] in the presence of:

KATHLEEN MEYARD

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Address of Witness

Office Held

Occupation of Witness

Power of Attorney Registered No. [illegible]

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages.....

Council's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of ~~Part 3 Division 3 of the Water Board Act 1994~~ s.~~1~~ Part 5 Division 7 of the Hunter Water Board Act 1991,

have been complied with by the applicant in relation to the proposed ..... Subdivision .....

(insert 'new road', subdivision or consolidated lot) set out herein.

Subdivision No. ..... 63/95 .....

Date ..... MARCH / 27 / 1998 .....

(Signature) .....

General Manager/Authorised Person

Council File No. ..... 150/595/63 .....

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 11422/1 PRE-EXAMINATION PDP 5219

DETAIL PLAN

(SHEET 1)

(1.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE
(2.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
◐ COMMUNITY PROPERTY
(6.) EASEMENT FOR UNDERGROUND ELEC. CABLES & ACCESS THERETO OVER EXISTING LINE OF CABLES.
(6.)RIGHT OF CARRIAGEWAY 3·5 WIDE
(7.)EASEMENT FOR ACCESS 3·5 WIDE

M. | M.

R.M.G.I.P.FD 270°38'25" ~1·15 (D.P. 851205) NOW GONE

ROAD (VARIABLE WIDTH)

CREEK RD.

OAKEY

DIAGRAM 1
RATIO 1 : 1500

SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	~~X 89°42'~~	~~24·875~~	~~24·885~~	~~444~~
2	333°50'	4·91	5·135	5
3	0°48'	24·975	29·51	15
4	28°51'	4·745	4·99	5
5	0°31'35"	28·465	–	–
6	344°17'40"	32·985	33·43	59
7	328°04'	3·5	–	–
8	319°56'	13·295	13·34	47
9	270°20'	7·88	8·613	59·5
10	228°52'	4·747	–	–
11	292°54'20"	99·71	100·71	205·5
12	228°57'	4·695	4·885	5
13	303°08'	29·325	53·5	15
14	17°36'	4·65	4·835	5
15	359°10'40"	53·43	53·66	165·5
16	8°27'40"	31·99	–	–
17	9°20'	25·84	25·875	144·5
18	313°31'	5·765	–	–
19	278°10'	18·49	18·535	75·5
20	15°12'	11	–	–
21	89°05'	35·815	36·295	64·5
22	181°48'50"	8·455	–	–
23	236°39'	6·255	–	–
24	182°18'40"	33·34	33·405	155·5
25	188°27'40"	31·99	–	–
26	174°00'	50·8	51·035	154·5
27	123°09'	11·49	–	–
28	63°04'	95·45	96·43	194·5
29	48°52'	47·47	–	–
30	54°39'	14·195	14·215	70·5
31	20°25'	5·98	–	–
32	338°47'	10·35	–	–
33	304°49'	13·42	14·24	12
34	194°50"	8	–	–
35	124°49'	22·37	23·735	20
36	158°49'	10·085	–	–
37	115°19'	5·8	–	–
38	102°58'20"	69·53	72·71	70·5
39	85°45'	5·31	–	–
40	20°15'	22·325	22·565	44·5
41	5°43'	11·82	–	–
42	16°08'	20·07	20·18	55·5
43	26°33'	9·48	–	–
44	341°33'	5·655	–	–
45	296°33'	5·5	–	–
46	26°33'	11·455	–	–
47	116°33'	9·04	–	–
48	196°08'	16·09	16·18	44·5
49	185°43'	11·82	–	–
50	200°58'	29·175	29·525	55·5
51	182°33'	8·31	8·81	7·5
52	169°43'20"	38·68	39·175	71
53	180°31'35"	4·465	–	–
54	315°40'20"	46·785	–	–
55	0°31'35"	33	–	–
56	270°48'50"	33	–	–
57	123°00'	4·36	–	–
58	138°13'	12·47	–	–
59	109°37'	13	–	–
60	180°31'35"	19	–	–
61	261°33'	6·5	–	–
62	226°05'	14·265	–	–
63	204°58'	10	–	–

※	7°41'	22.245	22.265	144

R.M.G.I.P.FD 90°48'50"~1·15 (D.P.851205)

R.M.G.I.P.FD 58°00'~W (D.P.827321)

R.M.G.I.P.FD: 90°31'35" 78°10'~1 (D.P.872006)

R.M.G.I.P.FD 89°19'~1 (D.P.872006)

R.M.G.I.P.FD 270°00'~07 (D.P.827321)

R.M.G.I.P.FD 270°00'~12 (D.P.827321)

R.M.G.I.P. 90°45'~1

R.M.G.I.P. 90°32'~1

R.M.G.I.P.FD 270°14'~04·62 (D.P.851205)

R.M.G.I.P. 0°49'~1

P.M. No. 70276 FD (NOT ESTABLISHED)

PEG & R.M. NAIL & WING FD (W) 1·20~1·14 (D.P.851205)

S.S.M. No. 8616 FD 284°28'30"~34·975 (ESTABLISHED)

S.S.M. No. 7258 (NOT ESTABLISHED)

SSM 101040

SSM 101041

SSM 99622

SSM 99621

SSM 103593

SEE DIAGRAM 1

SEE DIAGRAM 2

SEE DIAGRAM 3

SEE DIAGRAM 4

ROAD WIDENING

ROAD (20·115 wide)

MOUNT VIEW ROAD (VAR. WIDTH)

CREEK

OAKEY

No.5 PROPERTY

No.6 PROPERTY

No.4

No.3

LOT 1

SEE COMMUNITY PROPERTY SHEET

DIAGRAM 2
RATIO 1 : 1000

DIAGRAM 3
RATIO 1 : 1000

HERMITAGE CIRCLE

DIAGRAM 4
RATIO 1 : 500

REFERENCE MARKS

REF.	BEARING	DISTANCE	TYPE	REF.	BEARING	DISTANCE	TYPE	REF.	BEARING	DISTANCE	TYPE
V	90°32'	1	GIP	AA	98°28'	1	GIP	FF	0°49'	1	GIP
W	318°52'	1	GIP	BB	98°28'	1	GIP	GG	131°56'	1	GIP
X	318°52'	1	GIP	CC	195°12'	1	GIP	HH	208°33'	1	GIP
Y	341°41'	1	GIP	DD	66°55'	1	GIP	–ll–	350°50'		DH&W'S ※
Z	84°44'	1	GIP	EE	0°49'	1	GIP	A	180°32'	5 & 10·27	DH&W'S

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PLAN DP 270158

Registered: 27.4.1998.

CA: No 63/95 OF 27.3.1998.

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8 *

Last Plan: DP 872006

PLAN OF SUBDIVISION OF LOT 2251 D.P. 872006.

Lengths are in metres. Reduction Ratio 1:3000

LGA: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This is sheet 2 of my plan in 7 sheets. (Delete if inapplicable).

I, IAN G MARLER

of CASHMERE MARLER & CAVANAGH 116 DARBY STREET, NEWCASTLE

a surveyor registered under the Surveyors Act 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 25-9-97

The survey relates to LOTS 1-49 INCL.

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

(Signature) .....

Datum Line: 'X'–'Y'

Zone: Suburban/Country

Surveyor registered under the surveyors Act 1929

Plans used in preparation of survey/compilation.

D.P. 851205
D.P. 855326
D.P. 831570

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

IT IS INTENDED

A) TO DEDICATE AS PUBLIC ROAD :
(1.) THE EXTENSION OF HERMITAGE CIRCLE
(2.) THE 544·5m² PARCEL OF LAND SHOWN AS ROAD WIDENING
(3.) THE ROAD VARIABLE WIDTH

B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED :
(1.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE
(2.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
(3.) RIGHT OF CARRIAGEWAY 2·5 WIDE AND VARIABLE
(4.) EASEMENT FOR ACCESS 2·5 WIDE AND VARIABLE
(5.) EASEMENT FOR SERVICES 2·5 WIDE AND VARIABLE
(6.) RIGHT OF CARRIAGEWAY 3·5 WIDE
(7.) EASEMENT FOR ACCESS 3·5 WIDE
(8.) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS THERETO OVER EXISTING LINE OF CABLES
(9.) EASEMENT TO DRAIN WATER 2 WIDE
(10.) EASEMENT TO DRAIN WATER 4 WIDE
(11.) RESTRICTION AS TO USER

AMENDMENTS ※ MADE W. LTO AT SURVEYOR'S REQUEST VIDE 6413/96 3.3.1999

U2765-8

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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270158

OFFICE USE ONLY

COMMUNITY PLAN

Registered: 27.4.1998

Title System: TORRENS

Purpose: SUBDIVISION

Reference to previous plan: DP 270158

This is sheet 1 of my plan in 7 sheets

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 7 sheets covered by my Certificate No 150/595/163 of MARCH 27, 1998

Council Clerk

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

Plan Drawing only to appear in this space

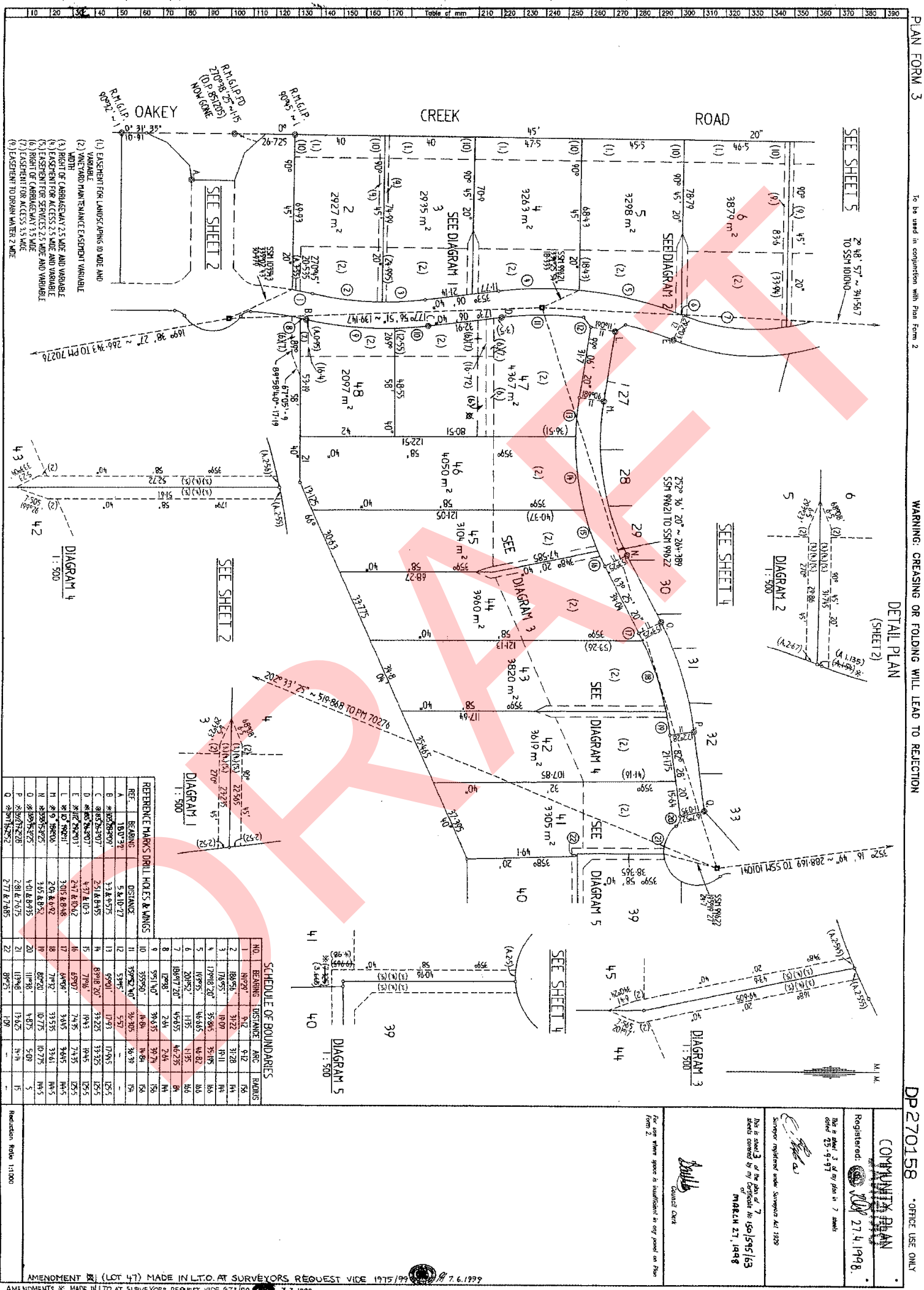
SURVEYOR'S REFERENCE: 11422/1 PRE-EXAMINATION PDP 5219

Reduction Ratio 1:1000

AMENDMENT ⊠ (LOT 47) MADE IN L.T.O. AT SURVEYORS REQUEST VIDE 1975/99 7.6.1999

AMENDMENTS ※ MADE IN LTO AT SURVEYORS REQUEST VIDE 673/99 3.3.1999

DRAFT



REFERENCE MARKS DRILL HOLES & WINGS

REF.	BEARING	DISTANCE
A	180°39'	5 & 10·27
B	※180°39'00"	3·5 & 9·575
C	※85°24'00"	2·51 & 8·955
D	※85°24'00"	4·37 & 10·3
E	※112°24'00"	2·47 & 10·42
L	※0°00'00"	3·016 & 8·948
H	※9°19'00"	2·06 & 6·92
N	※358°53'00"	3·65 & 8·92
O	※358°53'00"	4·01 & 8·935
P	※269°42'28"	2·81 & 7·675
Q	※269°42'28"	2·77 & 7·685

SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	180°39'	9·42		156
2	188°56'	31·22	31·28	154
3	176°55'	5·57	–	–
4	179°18'20"	19·00	19·11	154
5	169°35'	35·985	35·975	166
6	169°35'	46·665	46·82	166
7	188°17'20"	45·635	46·235	84
8	12°48'	39·635	39·74	156
9	355°40'	24·61	24·64	154
10	355°52'40"	26·205	26·38	154
11	355°52'40"	19·68	19·84	154
12	188°56'	3·122	9·12	156
13	179°01'	17·93	17·945	125·5
14	83°18'20"	31·225	33·325	125·5
15	7°18'	19·43	19·45	125·5
16	6°30''	7·435	7·435	125·5
17	64°30'	9·045	9·045	144·5
18	5°32'	33·535	33·61	144·5
19	85°20'	18·775	18·775	144·5
20	11°48'	4·875	5·09	5
21	173°48'	14·675	14·14	15
22	85°25'	1·09	–	–

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:4 of 24
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 270158 *OFFICE USE ONLY

COMMUNITY PLAN

Registered: 27.4.1998

This is sheet 4 of my plan in 7 sheets dated 25-9-97

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 7 sheets covered by my Certificate No 150/395/63 of MARCH 27, 1998

Council Clerk

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

DETAIL PLAN
(SHEET 3)

SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	69°30'20"	51.47	52.1	96
2	17°53'	22.39	22.41	154
3	326°30'	54.65	-	-
4	277°34'	21.99	22.02	119.5
5	268°41'	255°55"	25.405	119.5
6	269°21'	23.63	23.675	119.5
7	269°25'	2.41	-	-
8	269°25'	4.22	-	-
9	70°30'20"	38.325	38.425	155.5
10	260°30'	13.26	13.265	155.5
11	188°11'	20.79	20.92	94.5
12	163°47'	17.805	17.885	94.5
13	165°40'	25.615	25.78	65.5
14	157°22'	27.11	27.565	94.5
15	232°48'	5.115	-	-
16	232°48'	5.92	-	-
17	322°30'	7.13	7.14	45.5
18	290°15'	14.65	-	-
19	290°15'	9.16	-	-
20	269°59'	3.895	-	-
21	339°59'	5.5	-	-
22	339°59'	5.5	-	-
23	69°59'	5.835	-	-
24	269°41'	6.105	3.975	45.5
25	359°27'	3.995	3.975	45.5
26	359°04'	11.16	11.18	94.5
27	339°47'	10.26	10.275	94.5
28	359°53'	37.205	37.725	65.5
29	179°27'	8.405	8.41	65.5
30	346°01'	4.875	5.09	65.5
31	352°10'	17.34	18.485	65.5
32	327°08'	14.845	15.53	65.5
33	55°15'	5.57	-	-

REFERENCE MARKS DRILL HOLES & WINGS

REF	BEARING	DISTANCE
E 1127	242°13'	2.47 & 10.62
L 1071	198°11'	3.015 & 8.948
M 6°%	198°04'	2.04 & 6.92
N 355°%	153°25'	3.455 & 8.52
O 355°%	153°25'	4.01 & 8.935
P 355°%	332°28'	2.81 & 7.675
Q 341°%	162°52'	2.77 & 7.685
R 269°%	198°47'	4.26 & 9.2
S 269°%	169°11'	2.06 & 7
T 204°%	84°23'	2.84 & 7.71
U 294°%	198°54'	2.465 & 7.405

(1.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE
(2.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
(3.) RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE
(4.) EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE
(5.) EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE
(6.) EASEMENT TO DRAIN WATER 4 WIDE

SEE SHEET 2
SEE SHEET 5
SEE SHEET 6
SEE SHEET 3
SEE DIAGRAM 3
SEE DIAGRAM 2
SEE DIAGRAM 1
DIAGRAM 1 1:500
DIAGRAM 2 1:500
DIAGRAM 3 1:500
TO SSM 101040
TO SSM 101043
R.M. G.I.P. F.D. 270°00'~07 (O.P. 82742)
R.M. G.I.P. F.D. 85°09'~1 (O.P. 87780)

AMENDMENTS ⊠ (LOTS 32 & 34) MADE IN LTO AT SURVEYORS REQUEST VIDE 1975/99 26.1999
AMENDMENTS ※ MADE IN LTO AT SURVEYORS REQUEST VIDE 673/99 3.3.1999

Plan Drawing only to appear in this space

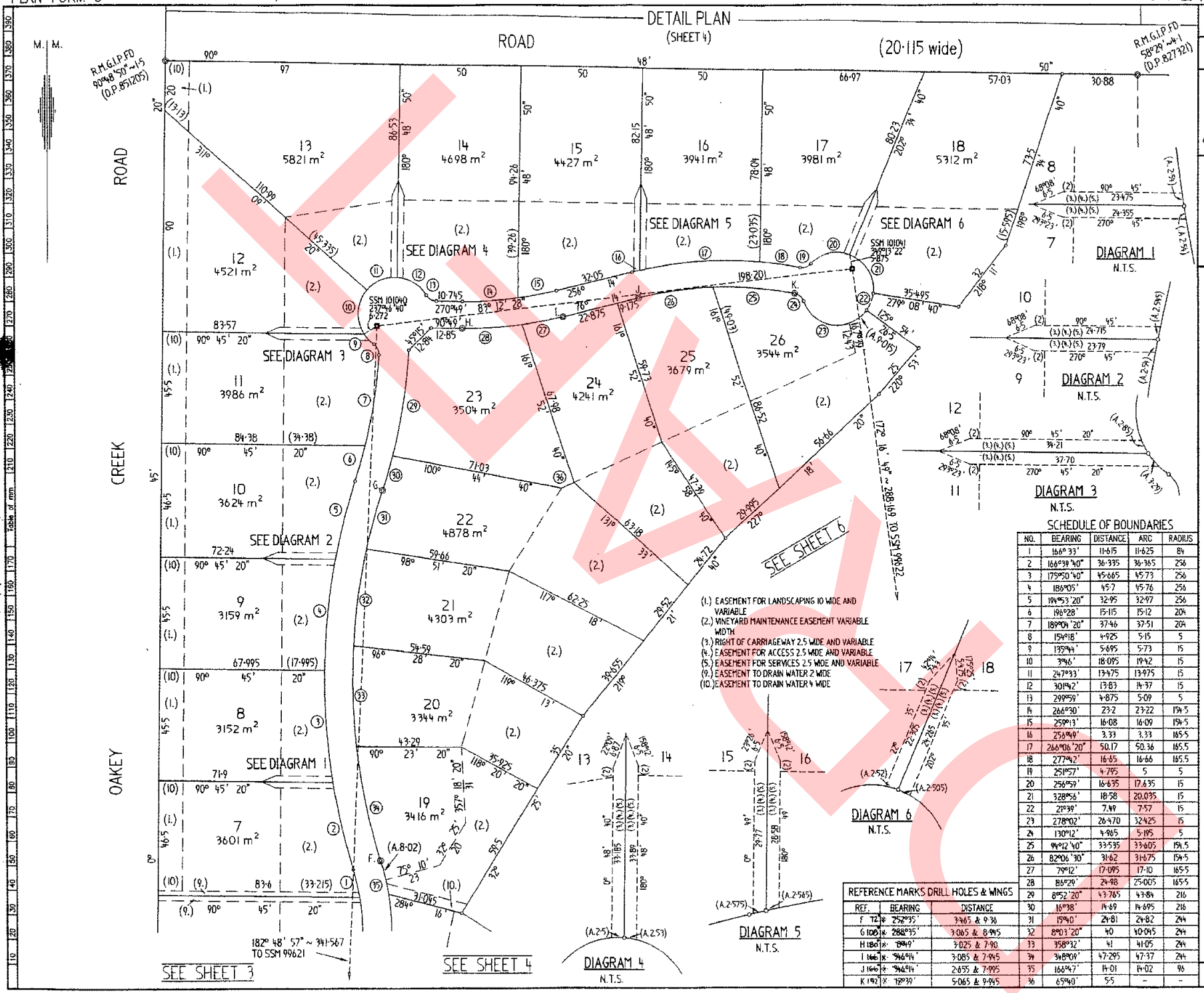
SURVEYOR'S REFERENCE: 1422/1 PRE-EXAMINATION 5214

Reduction Ratio 1:1000

DRAFT

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION DP 270158 *OFFICE USE ONLY

DETAIL PLAN (SHEET 4)



(1.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE
(2.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
(3.) RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE
(4.) EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE
(5.) EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE
(9.) EASEMENT TO DRAIN WATER 2 WIDE
(10.) EASEMENT TO DRAIN WATER 4 WIDE

SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	166° 33'	11·615	11·625	84
2	166°39'40"	36·335	36·365	256
3	175°50'40"	45·665	45·73	256
4	186°05'	45·7	45·76	256
5	194°53'20"	32·95	32·97	256
6	196°28'	15·115	15·12	204
7	189°04'20"	37·46	37·51	204
8	154°18'	4·925	5·15	5
9	135°44'	5·695	5·73	15
10	3°46'	18·095	19·42	15
11	247°33'	13·475	13·975	15
12	301°42'	13·83	14·37	15
13	299°59'	4·875	5·09	5
14	266°30'	23·2	23·22	154·5
15	259°13'	16·08	16·09	154·5
16	256°49'	3.33	3.33	165·5
17	266°06'20"	50.17	50.36	165.5
18	277°42'	16·65	16·66	165.5
19	251°57'	4·795	5	5
20	256°59'	16·635	17.635	15
21	328°56'	18·58	20.035	15
22	21°39'	7.49	7·57	15
23	278°02'	26·470	32·425	15
24	130°12'	4·965	5·195	5
25	94°12'40"	33·535	33·605	154.5
26	82°06'30"	31·62	31·675	154·5
27	79°12'	17·095	17·10	165·5
28	86°29'	24·98	25·005	165·5
29	8°52'20"	43·765	43·84	216
30	16°38'	14·69	14·695	216
31	15°40'	24·81	24·82	244
32	8°03'20"	40	40·045	244
33	358°32'	41	41·05	244
34	348°09'	47·295	47·37	244
35	166°47'	14·01	14·02	96
36	65°40'	5·5	–	–

REFERENCE MARKS DRILL HOLES & WINGS

REF.	BEARING	DISTANCE
F 72	※ 252°35'	3·465 & 9·36
G 108	※ 288°35'	3·065 & 8·945
H 180	※ 0°49'	3·025 & 7·90
I 166	※ 346°14'	3·085 & 7·945
J 166	※ 346°14'	2·655 & 7·995
K 192	※ 12°39'	5·065 & 9·945

COMMUNITY PLAN

Registered: 27.4.1998

This is sheet 5 of my plan in 7 sheets dated 25-9-97

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 7 sheets covered by my Certificate No 150/595/63 of MARCH 27, 1998

Council Clerk

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

Reduction Ratio 1:1000

AMENDMENTS ※ MADE IN LTO AT SURVEYORS REQUEST WIDE 6/3/99 3.3.1999

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 11422/1 PRE-EXAMINATION PDP 5219

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:5 of 24
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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP 270158 — *OFFICE USE ONLY

COMMUNITY PROPERTY PLAN

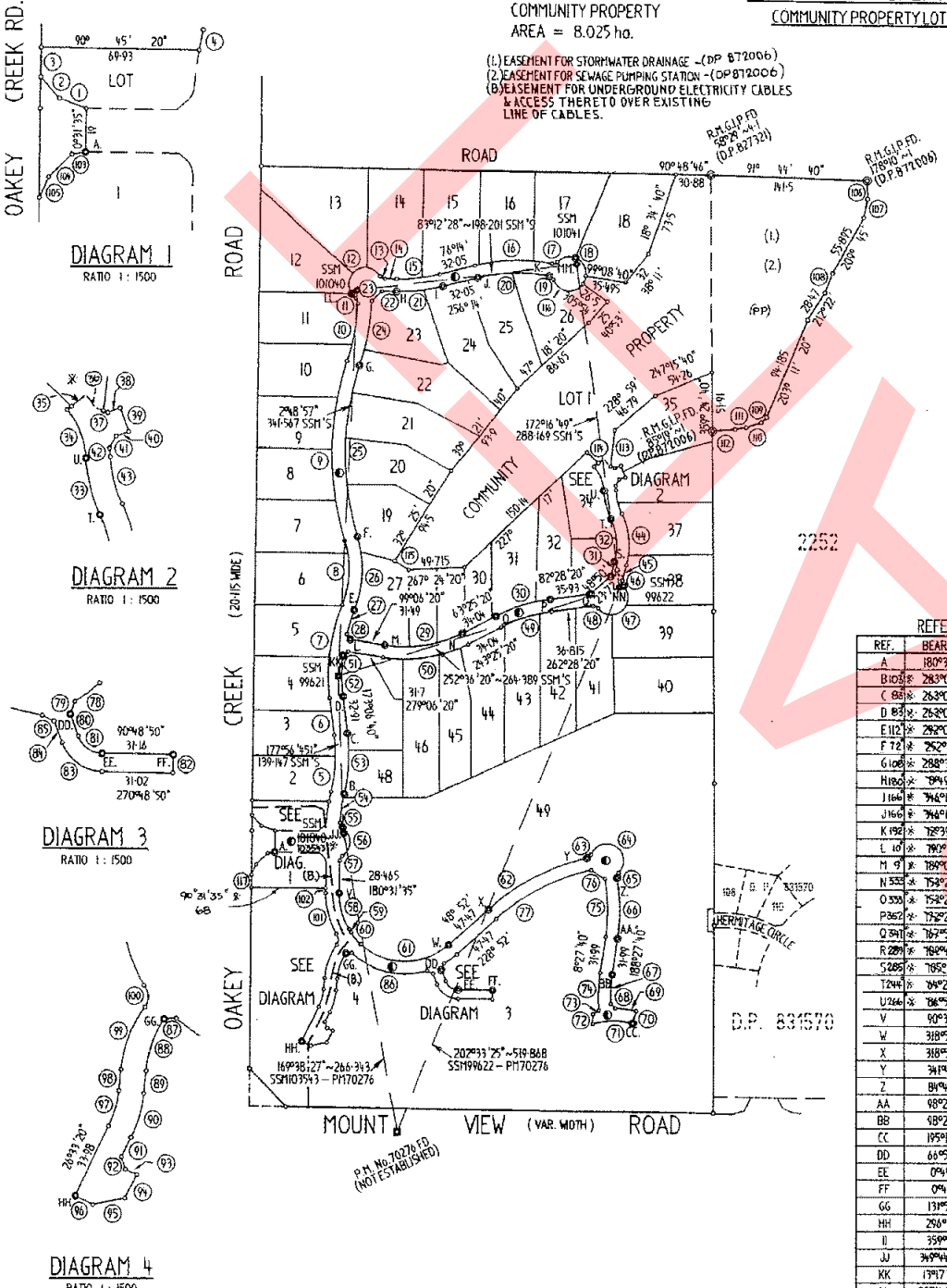
COMMUNITY PROPERTY LOT ONLY

M. I. M.

● LOT 1 – COMMUNITY PROPERTY AREA = 8.025 ha.

(1.) EASEMENT FOR STORMWATER DRAINAGE – (DP 872006)
(2.) EASEMENT FOR SEWAGE PUMPING STATION – (DP 872006)
(3.) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES & ACCESS THERETO OVER EXISTING LINE OF CABLES.

(PP) – BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE – DP 831570 ; DP 855326
– RESTRICTION ON THE USE OF LAND – DP 872006



SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS	NO.	BEARING	DISTANCE	ARC	RADIUS
1	289° 37'	13	–	–	60	139° 56'	13·295	13·314	47
2	318° 13'	12·47	–	–	61	90° 20'	78·8	86·13	59·5
3	0° 45' 20"	12·96	~~7·565~~	~~9·5~~	62	62° 54' 20"	99·71	100·71	205·5
4	11° 29'	9·125	9·125	156	63	48° 57'	4·695	4·885	5
5	3° 08'	50·13	50·38	144	64	123° 08'	29·325	53·5	15
6	353° 06' 40"	32·91	–	–	65	197° 36'	4·65	4·835	5
7	7° 35'	82·98	83·87	166	66	179° 10' 40"	53·43	53·66	165·5
8	2° 19' 20"	56·72	57·86	84	67	183° 20'	25·84	25·875	144·5
9	0° 35' 20"	158·19	160·82	256	68	133° 31'	5·765	–	–
10	11° 11' 40"	52·485	52·63	204	69	98° 10'	18·49	18·535	75·5
11	339° 18'	4·925	5·15	5	70	195° 12'	11	–	–
12	46° 58'	29·325	53·5	15	71	269° 05'	35·815	36·295	64·5
13	119° 59'	4·875	5·09	5	72	1° 48' 50"	8·455	–	–
14	90° 49'	10·745	–	–	73	56° 39'	6·255	–	–
15	83° 31' 20"	39·205	39·31	154·5	74	2° 18' 40"	33·34	33·405	155·5
16	88° 24' 40"	69·82	70·35	165·5	75	359° 00'	50·8	51·035	154·5
17	71° 57'	4·795	5	5	76	303° 09'	14·49	–	–
18	148° 56'	18·58	37·67	15	77	243° 04'	95·45	96·43	194·5
19	310° 12'	4·965	5·195	5	78	234° 39'	14·195	14·215	70·5
20	268° 20' 20"	64·79	65·28	154·5	79	200° 25'	5·98	–	–
21	263° 31' 20"	41·99	42·1	165·5	80	158° 47'	10·35	–	–
22	270° 40'	12·85	–	–	81	124° 49'	13·42	14·24	12
23	225° 15'	12·84	–	–	82	181° 48' 50"	8	–	–
24	190° 49' 20"	58·35	58·53	216	83	304° 49'	22·37	23·735	20
25	180° 35' 20"	150·77	153·28	244	84	338° 49'	10·085	–	–
26	182° 19' 20"	64·83	66·13	96	85	295° 19'	5·8	–	–
27	197° 54'	22·39	22·41	154	86	282° 58' 20"	69·53	72·71	70·5
28	146° 02'	5·465	–	–	87	265° 45'	5·31	–	–
29	81° 16'	70·16	71·3	114·5	88	200° 15'	22·325	22·565	44·5
30	72° 57'	51·45	51·69	155·5	89	185° 43'	11·82	–	–
31	15° 11'	13·36	–	–	90	196° 08'	20·07	20·18	55·5
32	354° 47' 20"	37·99	38·805	65·5	91	206° 33'	9·48	–	–
33	345° 40'	25·615	25·78	65·5	92	161° 33'	5·655	–	–
34	337° 22'	23·11	23·565	34·5	93	116° 33'	5·5	–	–
35	52° 48'	11·03	–	–	94	206° 33'	11·455	–	–
36	14° 30'	7·13	7·14	45·5	95	258° 16'	14·6	–	–
37	110° 15'	6·105	–	–	96	296° 33'	9·04	–	–
38	69° 59'	5·835	–	–	97	16° 08'	16·09	16·18	44·5
39	159° 59'	11	–	–	98	5° 49'	11·82	–	–
40	249° 59'	5·835	–	–	99	20° 58'	29·175	29·525	55·5
41	209° 43'	6·105	–	–	100	2° 33'	8·31	8·81	7·5
42	174° 27'	3·955	3·955	45·5	101	344° 43' 20"	38·68	39·175	71
43	165° 40'	21·315	21·45	54·5	102	0° 31' 35"	~~9·25·615~~	–	–
44	174° 47' 20"	45·655	46·635	65·5	103	261° 33'	6·5	–	–
45	195° 11'	14·245	–	–	104	226° 05'	14·245	–	–
46	166° 01'	4·875	5·09	5	105	204° 58'	10	–	–
47	228° 50'	29·98	48·16	15	106	178° 10'	16·03	–	–
48	291° 38'	4·875	5·09	5	107	191° 04'	16·975	–	–
49	252° 57'	47·81	48·035	144·5	108	202° 20'	18·48	–	–
50	261° 16'	7·69	7·815	125·5	109	225° 55'	6·755	–	–
51	233° 15'	5·57	–	–	110	251° 33'	14·185	–	–
52	179° 52' 40"	36·305	36·39	154	111	260° 53'	10·11	–	–
53	183° 08'	54·31	54·58	156	112	265° 19'	21·055	–	–
54	188° 12'	24·875	24·905	144	113	186° 35' 20"	31·84	–	–
55	153° 50'	4·91	5·135	5	114	313° 03'	13·855	–	–
56	180° 48'	24·975	29·51	15	115	301° 25'	14·755	–	–
57	208° 51'	4·745	4·94	5	116	278° 02'	26·47	32·425	15
58	164° 17' 40"	32·985	33·43	59	117	0° 31' 35"	10·91	–	–
59	148° 04'	3.5							

REFERENCE MARKS

REF.	BEARING	DISTANCE	TYPE
A	180°32'	5 & 10·27	DH&W'S
B105 ✱	283°09'	3·3 & 9·575	DH&W'S
C 88 ✱	263°07'	2·51 & 8·455	DH&W'S
D 83 ✱	263°07'	4·37 & 10·3	DH&W'S
E112 ✱	292°03'	2·47 & 10·62	DH&W'S
F 72 ✱	252°35'	3·465 & 9·36	DH&W'S
G108 ✱	288°35'	3·065 & 8·945	DH&W'S
H180 ✱	19°49'	3·025 & 7·90	DH&W'S
J166 ✱	346°19'	3·085 & 7·995	DH&W'S
J166 ✱	346°19'	2·655 & 7·995	DH&W'S
K192 ✱	128°39'	5·065 & 9·945	DH&W'S
L 10 ✱	190°11'	3·015 & 8·48	DH&W'S
M 9 ✱	189°06'	2·04 & 6·92	DH&W'S
N 555 ✱	158°25'	3·65 & 8·52	DH&W'S
O 555 ✱	158°25'	4·01 & 8·935	DH&W'S
P362 ✱	175°28'	2·81 & 7·675	DH&W'S
Q 541 ✱	162°52'	2·77 & 7·685	DH&W'S
R 289 ✱	198°47'	4·215 & 9·2	DH&W'S
S289 ✱	169°11'	2·06 & 7	DH&W'S
T246 ✱	169°23'	2·8 & 7·71	DH&W'S
U266 ✱	186°54'	2·465 & 7·405	DH&W'S
V	90°32'	1	GIP
W	318°52'	1	GIP
X	318°52'	1	GIP
Y	341°41'	1	GIP
Z	81°44'	1	GIP
AA	98°28'	1	GIP
BB	98°28'	1	GIP
CC	105°12'	1	GIP
DD	66°55'	1	GIP
EE	0°49'	1	GIP
FF	0°49'	1	GIP
GG	131°56'	1	GIP
HH	298°33'	1	GIP
II	359°59'		DW&W'S
JJ	349°44' 48"	5·354	SSM103543
KK	139°17' 39"	18·949	SSM99621
LL	237°46' 40"	6·272	SSM101040
MM	349°13' 22"	5·875	SSM101041
NN	68°26' 39"	3·845	SSM99622

COMMUNITY PLAN

Registered: 27.4.1998.

This is sheet 6 of my plan in 7 sheets dated 25-9-97

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 7 sheets covered by my Certificate No 150/595/63 of MARCH 27, 1998

General Manager/Authorised Person

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

Reduction Ratio 1: 3000

AMENDMENTS ✱ & ● MADE IN LTO AT SURVEYOR'S REQUEST VIDE 673/99 3.3.1999

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 11422 / 1

PRE-EXAMINATION PDP 5219

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Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:6 of 24

PLANFORM 2

Plan Drawing only to appear in this space.

*OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

DIRECTOR / SECRETARY

COMMUNITY ASSOCIATION D.P. NO. 270158 CERTIFIES THAT IT HAS, BY UNANIMOUS RESOLUTION, CONSENTED TO THE CONVERSION OF LOT 1 IN D.P.270158.

A.C.N. 070 795 667 — Seal Of Community Association D.P. 270158

The common seal of Community Association D.P. 270158 was hereto affixed on 11 / 12 / 2003 in the presence of Monteath & Powys Strata Management Pty Limited being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

The common seal of Monteath & Powys Strata Management Pty Limited was hereunto affixed by authority of the Board of Directors in the presence of:

Director

Secretary

COUNCIL'S CERTIFICATE OF APPROVAL

THE COUNCIL OF THE CITY OF CESSNOCK HAVING SATISFIED ITSELF THAT THE PROPOSED CONVERSION IS NOT INCONSISTENT WITH THE CONDITIONS OF THE DEVELOPMENT CONSENT AND THAT ANY DEVELOPMENT CONTRACT HAS BEEN AMENDED ACCORDINGLY, APPROVED THE CONVERSION OF LOT 94 IN D.P.270158.

DATED. NOVEMBER 3, 2003

APPLICATION NO. 14/2002/1859/1

(Signature)..... AUTHORISED OFFICER

Crown Land Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I hereby certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... set out herein

* (insert 'subdivision' or 'new road')

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

Consent Authority .....

Date of endorsement .....

Accreditation no. .....

Subdivision Certificate no. .....

File no. .....

Note:

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

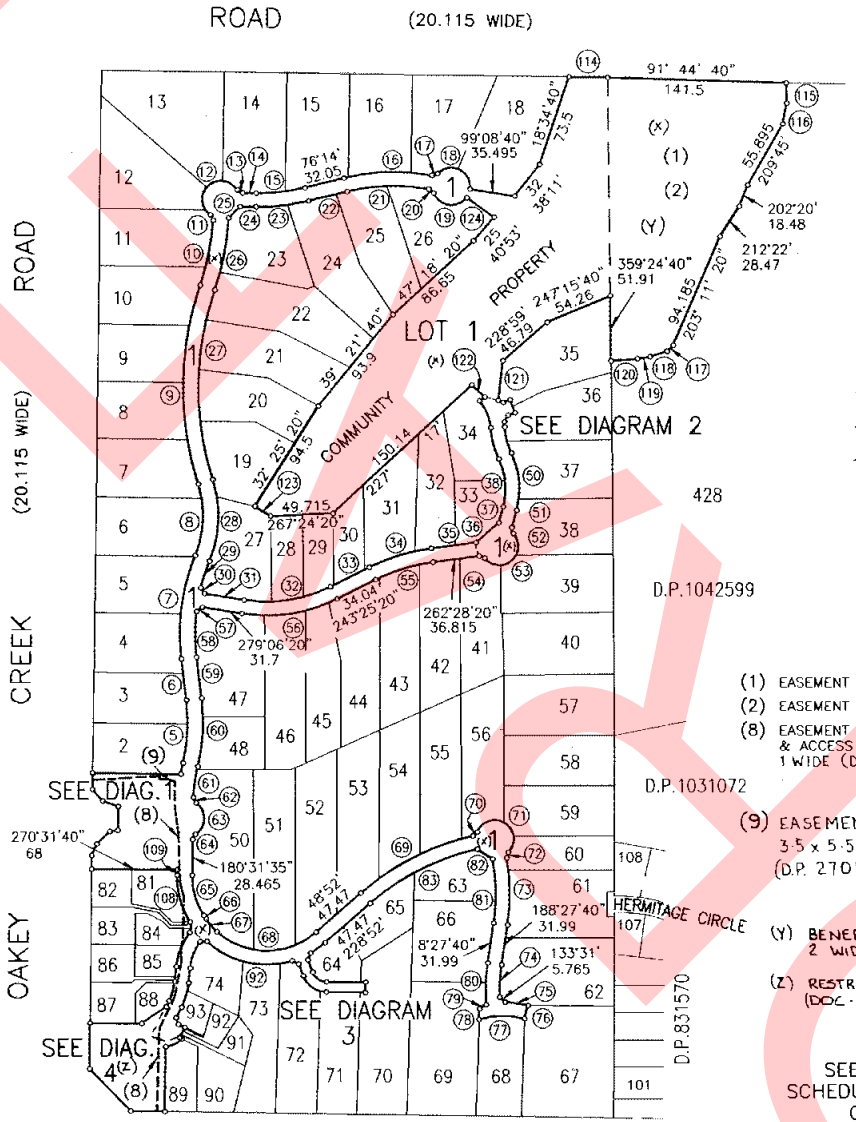
* Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 16977

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

LOT 1 – COMMUNITY PROPERTY
AREA = 8.313 ha



(x) BENEFITED BY - DP270158 (DOC.1)
- EASEMENT FOR LANDSCAPING 10 WIDE & VAR
- VINEYARD MAINTENANCE EASEMENT VAR. WIDTH
- EASEMENT FOR ACCESS 2·5 WIDE & VAR
- EASEMENT FOR SERVICES 3·5 WIDE
- EASEMENT TO DRAIN WATER 4 WIDE

DP270158 (DOC.2)
- EASEMENT FOR VINEYARD MAINTENANCE 3 WIDE
- EASEMENT FOR ACCESS 3·5 , 2·5 WIDE & VAR.
- EASEMENT FOR LANDSCAPING 10 WIDE & VAR.
- EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH

DP270158 (DOC.3)
- EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH
- EASEMENT FOR VINEYARD MAINTENANCE 25 WIDE
- EASEMENT FOR ACCESS 2·5 WIDE & VAR.
- EASEMENT FOR ACCESS & SERVICES 3 & 8 WIDE
- EASEMENT FOR LANDSCAPING 10 WIDE
- EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES .

(1) EASEMENT FOR STORMWATER DRAINAGE (D.P.872006)
(2) EASEMENT FOR SEWAGE PUMPING STATION (D.P.872006)
(8) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES & ACCESS THERETO ~~OVER EXISTING LINE OF CABLES~~ 1 WIDE (D.P.270158)

(9) EASEMENT FOR ELECTRICITY SUBSTATION 3·5 x 5·5 WIDE AND ACCESS THERETO (D.P.270158)

(Y) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE VIDE DP831570 & DP855326

(Z) RESTRICTION ON THE USE VIDE DP270158 (DOC.1) (DOC.2)

SEE DIAGRAMS AND SCHEDULE OF BOUNDARIES ON SHEET 6B REPLACEMENT

AMENDMENTS AND ADDITIONS BY ANDREW MARK SCOTT ON 13/2/2004

COMMUNITY PLAN (CONVERSION)*
DP270158
REPLACEMENT SHEET 6A

Registered: 24 08·04·2004*

Title System: TORRENS

Purpose: REDEFINITION

Ref. Map: U2765-8

Last Plan: DP270158

PLAN REDEFINING LOT1 (COMMUNITY PROPERTY) IN D.P.270158

Lengths are in metres. Reduction Ratio 1: 3000

L G A: CESSNOCK
Locality: CESSNOCK
Parish: POKOLBIN
County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets.

Surveying Regulation 2001

I, ANDREW MARK SCOTT
of MARSHALL SCOTT PTY LTD
PO BOX 165 CESSNOCK 2325
a land surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 4TH SEPTEMBER, 2003.

The survey relates to LOT 1 COMPILED FROM SHEETS 6 AND 11

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

Datum Line:

(Signature) Land Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/compilation.
D.P.270158

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

THIS SHEET CONTAINS UP-DATE DETAILS OF LOT 1 AND REPLACES SHEET 6 OF THE PLAN REGISTERED ON 27TH APRIL 1998

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:7 of 24
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PLANFORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

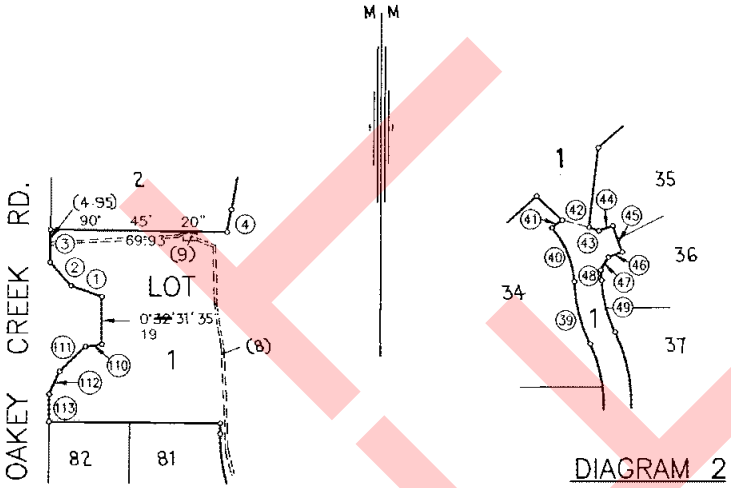

DIAGRAM 1
SCALE 1:1500

DIAGRAM 2
SCALE 1:1500

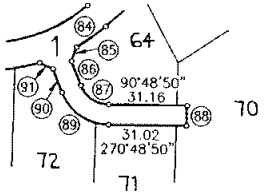

DIAGRAM 3
SCALE 1:1500

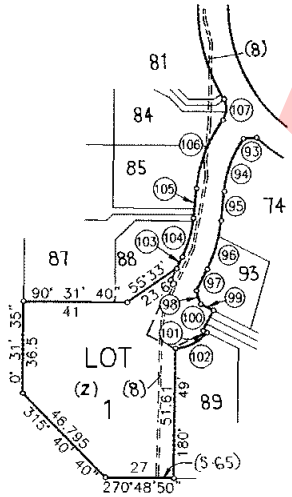

DIAGRAM 4
SCALE 1:1500

(8) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS THERETO 1 WIDE (D.P. 270158) (DOC.2)

(9) EASEMENT FOR ELECTRICITY SUBSTATION 3·5 x 3·5 WIDE AND ACCESS THERETO (D.P. 270158)(DOC.2)

Z RESTRICTION ON THE USE OF LAND VIDE DP270158 (DOC.1) (DOC.2)

AMENDMENTS AND ADDITIONS BY
ANDREW MARK SCOTT ON 13/2/2004

SCHEDULE OF BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
1	289°37'	13	–	–	68	90°20'	78.8	86.13	59.5
2	318°13'	12.47	–	–	69	62°54'20"	99.71	100.71	205.5
3	0°45'20"	12.96	–	–	70	48°57'	4.695	4.885	5
4	11°29'	9.125	9.125	156	71	123°08'	29.325	53.715	15
5	3°08'	50.13	50.38	144	72	197°36'	4.65	4.835	5
6	353°06'40"	32.91	–	–	73	179°10'40"	53.43	53.66	165.5
7	7°35'	82.98	83.87	166	74	183°20'	25.84	25.875	144.5
8	2°19'20"	56.72	57.86	84	75	98°10'	18.49	18.535	75.5
9	0°35'20"	158.19	160.82	256	76	195°12'	11	–	–
10	11°11'40"	52.485	52.63	204	77	269°05'	35.815	36.295	64.5
11	334°18'	4.925	5.15	5	78	1°48'50	8.455	–	–
12	46°58'	29.325	53.5	15	79	56°39'	6.255	–	–
13	119°59'	4.875	5.09	5	80	2°18'40"	33.34	33.405	155.5
14	90°49'	10.745	–	–	81	359°00'	50.8	51.035	154.5
15	83°31'20"	39.205	39.31	154.5	82	303°09'	14.49	–	–
16	88°24'40"	69.82	70.35	165.5	83	243°04'	95.45	96.425	194.5
17	71°57'	4.795	5	5	84	234°39'	14.195	14.215	70.5
18	115°15'	28.52	37.67	15	85	200°25'	5.98	–	–
19	278°02'	26.47	32.425	15	86	158°47'	10.35	–	–
20	310°12'	4.965	5.195	5	87	124°49'	13.42	14.24	12
21	268°20'20"	64.79	65.28	154.5	88	181°48'50"	8	–	–
22	256°14'	32.05	–	–	89	304°49'	22.37	23.735	20
23	263°31'20"	41.99	42.1	165.5	90	338°49'	10.085	–	–
24	270°49'	12.85	–	–	91	295°19'	5.8	–	–
25	225°15'	12.84	–	–	92	282°58'20"	69.53	72.71	70.5
26	190°49'20"	58.35	58.53	216	93	265°45'	5.31	–	–
27	180°35'20"	150.77	153.28	244	94	200°15'	22.325	22.565	44.5
28	182°19'20"	64.83	66.183	96	95	185°43'	11.82	–	–
29	197°54'	22.39	22.41	154	96	196°08'	20.07	20.18	55.5
30	146°02'	5.465	–	–	97	206°33'	9.48	–	–
31	99°06'20"	31.49	–	–	98	161°33'	5.655	–	–
32	81°16'	70.16	71.3	114.5	99	116°33'	5.5	–	–
33	63°25'20"	34.04	–	–	100	206°33'	9	–	–
34	72°57'	51.45	51.69	155.5	101	116°33'20"	1.7	–	–
35	82°28'20"	35.93	–	–	102	243°07'	14.06	14.495	17
36	48°50'	23.72	–	–	103	26°33'	5.15	–	–
37	15°11'	13.36	–	–	104	16°08'	16.09	16.18	44.5
38	354°47'20"	37.99	38.805	65.5	105	5°43'	11.82	–	–
39	345°40'	25.615	25.78	65.5	106	20°58'	29.175	29.525	55.5
40	337°22'	23.11	23.565	34.5	107	2°33'	8.31	8.81	7.5
41	52°48'	5.115	–	–	108	344°43'20"	38.68	39.175	71
42	104°41'	11.145	–	–	109	0°31'35"	4.165	–	–
43	110°15'	4.16	–	–	110	81°33'	6.5	–	–
44	69°59'	5.835	–	–	111	46°05'	14.245	–	–
45	159°59'	11	–	–	112	24°58'	10	–	–
46	249°59'	5.835	–	–	113	0°31'35"	10.91	–	–
47	209°43'	6.105	–	–	114	90°48'50"	30.88	–	–
48	174°27'	3.955	3.955	45.5	115	178°10'	16.03	–	–
49	165°40'	21.315	21.45	54.5	116	191°04'	16.975	–	–
50	174°47'20"	45.655	46.635	65.5	117	225°55'	6.755	–	–
51	195°11'	14.245	–	–	118	251°31'35"	14.185	–	–
52	166°01'	4.875	5.09	5	119	260°53'	10.11	–	–
53	228°50'	29.98	48.16	15	120	265°19'	21.055	–	–
54	291°38'	4.875	5.09	5	121	186°35'20"	31.84	–	–
55	252°57'	47.81	48.035	144.5	122	313°03'	13.855	–	–
56	261°16'	76.9	78.15	125.5	123	301°25'	14.755	–	–
57	233°15'	5.57	–	–	124	305°54'	26.5	–	–
58	179°52'40"	36.305	36.39	154					
59	173°06'40"	32.91	–	–					
60	183°08'	54.31	54.58	156					
61	188°12'	24.875	24.905	144					
62	153°50'	4.91	5.135	5					
63	180°48'	24.975	29.51	15					
64	208°51'	4.745	4.94	5					
65	164°17'40"	32.985	33.43	59					
66	148°04'	3.5	–	–					
67	139°56'	13.295	13.34	47					

COMMUNITY PLAN (CONVERSION)*
[DP270158
REPLACEMENT SHEET 6B

Registered: 08-04-2004*

This is sheet 2 of my plan in 3 sheets dated 4TH SEPTEMBER, 2003.

Land Surveyor registered under the Surveying Act, 2002

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. of

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

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

Reduction Ratio 1: AS SHOWN

Plan Drawing only to appear in this space. SURVEYOR'S REFERENCE: 16977

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — DP 270158 *OFFICE USE ONLY

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	53	
3	53	
4	57	
5	59	
6	58	
7	57	
8	58	
9	58	
10	59	
11	60	
12	66	
13	70	
14	67	
15	66	
16	66	
17	68	
18	73	
19	68	
20	67	
21	67	
22	68	
23	68	
24	66	
25	65	
26	65	
27	68 50	
28	62	
29	64	
30	65	
31	70	
32	66	
33	58	
34	65	
35	75	
36	85	
37	62	
38	63	
39	63	
40	64	
41	68	
42	67	
43	66	
44	65	
45	65	
46	65	
47	61	
48	58	
49	~~2021~~ 2011	
TOTAL	~~5020~~ 5000	

Corrections made by
Greg Jones April 1st 1998.

HISTORICAL FILE

SEE REPLACEMENT SHEET 7A

COMMUNITY PLAN

Registered: 27.4.1998.

This is sheet 7 of my plan in 7 sheets dated 25/9/97

Surveyor registered under Surveyors Act 1929

This is sheet 7 of the plan of 7 sheets covered by my Certificate No 150/595/63 of MARCH 27, 1998

Council Clerk

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 7A, 7B ETC. AS THE CIRCUMSTANCES REQUIRE.

I GREG JONES
OF ROBERTSON & ROBERTSON
P.O. BOX 250, WYONG. 2259
BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 25-9-97

SIGNATURE
DATE 1-4-98

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 11422/1
PRE-EXAMINATION PDP 5219

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270158

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		41	68	
2	53		42	67	
3	53		43	66	
4	57		44	65	
5	59		45	65	
6	58		46	65	
7	57		47	61	
8	58		48	58	
9	58		49	NOW LOTS 50 – 80 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 8 & 9
10	59		50	82	
11	60		51	84	
12	66		52	85	
13	70		53	84	
14	67		54	82	
15	66		55	78	
16	66		56	76	
17	68		57	78	
18	73		58	70	
19	68		59	67	
20	67		60	50	
21	67		61	74	
22	68		62	72	
23	68		63	72	
24	66		64	50	
25	65		65	51	
26	65		66	51	
27	50		67	70	
28	62		68	59	
29	64		69	70	
30	65		70	69	
31	70		71	53	
32	66		72	61	
33	58		73	61	
34	65		74	50	
35	75		75	50	
36	65		76	50	
37	62		77	50	
38	63		78	50	
39	63		79	60	
40	64		80	52	
		TOTAL		5000	

SEE REPLACEMENT SHEET 7B

D.P.270158 REPLACEMENT SHEET 7A

Registered: 9.8.2001.

This is sheet 4 of my plan in 4 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. 14/1995/63/1 of JUNE 29, 2001.

Authorised Person/General Manager/Accredited Certifier

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7B, 7C ETC. AS THE CIRCUMSTANCES REQUIRE.

I GREGORY JONES

OF LISMORE

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON .....

SIGNATURE .....

DATE 6-7-1

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 11422

Req:R0080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:10 of 24
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PLANFORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

HISTORICAL FILE
SEE REPLACEMENT
SHEET 7C

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	53	
3	53	
4	57	
5	59	
6	58	
7	57	
8	58	
9	58	
10	59	
11	60	
12	66	
13	70	
14	67	
15	66	
16	66	
17	68	
18	73	
19	68	
20	67	
21	67	
22	68	
23	68	
24	66	
25	65	
26	65	
27	50	
28	62	
29	64	
30	65	
31	70	
32	66	
33	58	
34	65	
35	75	
36	65	
37	62	
38	63	
39	63	
40	64	
41	68	
42	67	
43	66	
44	65	
45	65	
46	65	
47	61	
48	58	
49	NOW LOTS 50–80 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 8 & 9
50	82	
51	84	
52	85	
53	84	
54	82	
55	78	
56	76	
57	78	
58	70	
59	67	
60	50	
61	74	
62	72	
63	72	
64	50	
65	51	
66	51	
67	70	
68	59	
69	70	
70	69	
71	53	
72	61	
73	61	
74	50	
75	NOW LOTS 81 TO 94	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 11 & 12
76		
77		
78		
79		
80		
81	25	
82	23	
83	24	
84	22	
85	22	
86	24	
87	24	
88	21	
89	25	
90	26	
91	21	
92	21	
93	21	
94	13	TO BE CONVERTED TO ASSOCIATION PROPERTY
TOTAL	5000	

DP270158

REPLACEMENT SHEET 7B

Registered: 19-12-2003 *

This is sheet 3 of my plan in 3 sheets dated 4TH SEPTEMBER, 2003.

Land Surveyor registered under the Surveying Act, 2002

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. of

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

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 7A OF THE PLAN REGISTERED ON 09.08.2001

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7C, 7D ETC. AS THE CIRCUMSTANCES REQUIRE.

I, HENRY PAWLIK
OF WOLTHERS PROPERTY VALUERS,
BEING A VALUER REGISTERED UNDER
THE VALUERS REGISTRATION ACT 1975
CERTIFY THAT THE UNIT ENTITLEMENTS
SHOWN ON THIS SHEET ARE BASED UPON
VALUATIONS MADE BY ME ON 25-8-2003

SIGNATURE Henry Pawlik

DATE 26 SEPTEMBER 2003.

Reduction Ratio 1:

Plan Drawing only to appear in this space.

SURVEYOR'S REFERENCE: 16977

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:11 of 24
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PLANFORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		41	68		81	26	
2	53		42	67		82	24	
3	53		43	66		83	25	
4	57		44	65		84	23	
5	59		45	65		85	23	
6	58		46	65		86	25	
7	57		47	61		87	25	
8	58		48	58		88	22	
9	58		49	NOW LOTS 50-80 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEETS 8 & 9	89	26	
10	59		50	82		90	27	
11	60		51	84		91	22	
12	66		52	85		92	22	
13	70		53	84		93	22	
14	67		54	82		94	70	CONVERTED TO COMMUNITY PROPERTY
15	66		55	78				
16	66		56	76				
17	68		57	78				
18	73		58	70				
19	68		59	67				
20	67		60	50				
21	67		61	74				
22	68		62	72				
23	68		63	72				
24	66		64	50				
25	65		65	51				
26	65		66	51				
27	50		67	70				
28	62		68	59				
29	64		69	70				
30	65		70	69				
31	70		71	53				
32	66		72	61				
33	58		73	61				
34	65		74	50				
35	75		75	NOW LOTS 81 TO ~~95~~ 94	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 11 & 12			
36	65		76					
37	62		77					
38	63		78					
39	63		79					
40	64		80					

TOTAL 5000

COMMUNITY ASSOCIATION D.P. NO. 270158 CERTIFIES THAT IT HAS, BY UNANIMOUS RESOLUTION, AGREED TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE IS ENDORSED.

The common seal of Community Association D.P. No. 270158 was hereto affixed on 11-11-2003 in the presence of Monteath & Powys Strata Management Pty Limited being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

The common seal of Monteath & Powys Strata Management Pty Limited was hereunto affixed by authority of the Board of Directors in the presence of:

Director

Secretary

Monteath & Powys Strata Management Pty Limited A.C.N. 070 795 667 Common Seal

Community Association Seal of Association D.P. 270158

DP270158

REPLACEMENT SHEET 7C

Registered: 08-04-2004*

This is sheet 3 of my plan in 3 sheets dated 4TH SEPTEMBER, 2003.

Land Surveyor registered under the Surveying Act, 2002

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. of

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

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 7~~B~~ OF THE PLAN REGISTERED ON 09.08.2001

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7D, 7E ETC. AS THE CIRCUMSTANCES REQUIRE.

I, HENRY PAWLIK OF WOLTHERS PROPERTY VALUERS, BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 25-8-2003

SIGNATURE

DATE 26 SEPTEMBER 2003.

Reduction Ratio 1:

Plan Drawing only to appear in this space.

SURVEYOR'S REFERENCE: 16977

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:12 of 24
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PLAN FORM 2 — Plan Drawing only to appear in this space

DP270158

D.P.270158 ADDITIONAL SHEET 8

SIGNATURE AND SEALS ONLY.

FORM 21 FURNISHED AND FILED WITH PAPERS

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by GRANT KENNETH GREENE-SMITH its duly constituted Attorney pursuant to Power of Attorney registered Book 4290 No. 808

THE COMMON SEAL OF COMMUNITY ASSOCIATION DP No. 270158 WAS HERETO AFFIXED ON 30 JULY 01 IN THE PRESENCE OF MONTEATH & POWYS STRATA MANAGEMENT PTY LIMITED BEING THE PERSON(S) AUTHORISED BY SECTION 8 OF THE COMMUNITY LAND MANAGEMENT ACT 1989 TO ATTEST THE AFFIXING OF THE SEAL.

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:

SECRETARY DIRECTOR

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages.....

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein (insert subdivision or new road)

+ Authorised Person/General Manager/Accredited Certifier.

Consent Authority : CESSNOCK CITY COUNCIL

Date of endorsement : JUNE 29, 2001

Accreditation No* : ...

Subdivision Certificate No* : 14/1995/63/1

File No* : 150/595/63

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

+ Delete whichever is inapplicable.

DETAIL PLAN

SHEET 1

DIAGRAM

SSM99621 FD. SSM103543 FD. SSM111063 4 FD. SSM122735 SSM122737 SSM122736 SSM186167 FD. PM70276 FD.

(1) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE (D.P.270158)
(2) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH (D.P.270158)
(6) RIGHT OF CARRIAGEWAY 3·5 WIDE (D.P.270158)
(7) EASEMENT FOR ACCESS 3·5 WIDE (D.P.270158)
(a.) VINEYARD MAINTENANCE EASEMENT 3 WIDE
(b.) RIGHT OF CARRIAGE WAY 3·5 WIDE
(c.) RIGHT OF CARRIAGEWAY 2·5 WIDE & VAR.
(d.) EASEMENT FOR ACCESS 3·5,2·5 WIDE & VAR.
(e.) EASEMENT FOR SERVICES 3·5,2·5 WIDE & VAR.
(f.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE WIDTH
(g.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
(h.) EASEMENT FOR ACCESS & SERVICES 2·5 & 8 WIDE.
(i.) EASEMENT FOR ACCESS & SERVICES 5 WIDE.
(j.) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE & ACCESS THERETO.
(k.) EASEMENT FOR ELECTRICITY SUBSTATION 3.5 x 5.5 WIDE & ACCESS THERETO.

THIS IS SHEET 8 OF DP 270158 AND IT REPLACES SHEET 2 AS REGARDS LOT 49 AND IS AN ADDITIONAL SHEET.

SEE SHEET 3 FOR EASEMENT (j) & (k.) DETAILS

SEE DIAGRAM

LOT 1 COMMUNITY PROPERTY

OAKLEY CREEK ROAD

MOUNT VIEW ROAD

LOTS 50 – 80 ARE DEVELOPMENT LOTS.

SCHEDULE OF BOUNDARIES

No.	BEARING	DIST	ARC	RAD.
1	7°40'40"	22·245	22·265	164
2	3°39'50"	4·91	5·135	5
3	0°47'40"	28·975	29·51	15
4	28°51'	4·745	4·94	5
5	344°17'40"	32·985	33·43	59
6	139°56'	13·295	13·34	47
7	296°06'30"	32·19	32·6	59·5
8	266°03'40"	33·5	33·96	59·5
9	238°17'	19·48	19·57	59·5
10	231°25'	18·29	18·295	205·5
11	239°14'	37·695	37·75	205·5
12	249°27'30"	35·58	35·625	205·5
13	75°41'	9·04	9·045	205·5
14	48°57'	4·695	4·885	5
15	69°24'40"	22·45	25·37	15
16	324°43'40"	13·56	14·07	15
17	18°27'	13·555	14·06	15
18	17°36'	4·65	4·835	5
19	351°35'	9·82	9·82	165·5
20	0°52'30"	43·715	43·845	165·5
21	3°20'	25·835	25·87	144·5
22	278°10'	18·49	18·535	75·5
23	89°05'	35·815	36·295	64·5
24	179°23'40"	17·565	17·57	155·5
25	185°33'	15·82	15·83	155·5
26	185°17'40"	17·075	17·085	154·5
27	175°50'	33·88	33·995	154·5
28	69°24'10"	53·25	53·42	194·5
29	55°12'	42·42	43·01	194·5
30	54°38'30"	14·195	14·215	70·5
31	304°49'	13·42	14·24	12
32	98°05'	5·06	5·075	20
33	132°05'	17·995	18·665	20
34	77°29'	9·99	10	70·5
35	93°37'20"	29·49	29·71	70·5
36	110°06'20"	32·7	33	70·5
37	20°15'	22·325	22·565	44·5
38	8°56'	6·225	6·23	55·5
39	19°21'20"	13·915	13·95	55·5
40	196°08'20"	16·09	16·18	44·5
41	200°57'40"	29·175	29·525	55·5
42	184°24'	7·905	8·325	7·5
43	150°45'	0·48	0·48	7·5
44	164°43'10"	38·68	39·175	71

SCHEDULE OF BOUNDARIES

No.	BEARING	DIST
45	328°04'	3·5
46	313°31'	5·765
47	236°39'	6·255
48	210°25'	5·97
49	338°48'50"	10·35
50	158°48'50"	10·085
51	115°19'	5·8
52	85°45'	5·31
53	26°33'20"	9·48
54	341°33'	5·655
55	296°33'20"	5·5
56	26°33'20"	6·5
57	26°33'20"	4·955
58	78°16'	14·6
59	116°33'20"	2·055
60	116°33'20"	6·990
61	0°31'35"	4·165

REFERENCE MARKS PLACED

REF.	BEARING	DISTANCE	TYPE
A	90°31'35"	2·795, 7·68	DH & WNGS
B	69°05'	3·59, 8·36	DH & WNGS
C	318°52'	3·1, 7·87	DH & WNGS
D	318°52'	3·14, 7·86	DH & WNGS
E	341°12'	3·01, 7·70	DH & WNGS
F	269°49'30"	3·15, 7·725	DH & WNGS
G	269°27'50"	3·04, 7·765	DH & WNGS
H	287°27'50"	3·11, 7·80	DH & WNGS
J	262°37'40"	3·035, 8·075	DH & WNGS
K	66°55'	1·65, 6·34	DH & WNGS
L	0°49'	1·61, 6·29	DH & WNGS
M	1°48'50"	1·62, 6·33	DH & WNGS
N	311°56'	3·235, 8·16	DH & WNGS
O	275°43'	3·075, 7·87	DH & WNGS
P	275°43'	3·075, 7·86	DH & WNGS
Q	296°33'20"	3·07, 7·86	DH & WNGS
R	251°33'20"	4·365, 24·535	DH & WNGS

R.M.GIP.GONE (D.P.270158) R.M.D.H. & WNGS 90°31'35" 2·695, 13·955

R.M.GIP.GONE (D.P.270158) R.M.D.H. & WNGS 0°48'50" 4·765, 16·655

R.M.D.H. & WNGS 0°48'50" 6·96, 17·025

Registered: 9.8.2001

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: D2765-8[illegible]

Last Plan: DP270158

PLAN OF SUBDIVISION OF LOT 49 D.P. 270158 & EASEMENTS OVER LOT 1 D.P.270158

Lengths are in metres. Reduction Ratio 1:1000

LGA: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This is sheet 1 of my plan in 4 sheets. (Delete if inapplicable).

I, IAN G MARLER of CASHMERE MARLER & CAVANAGH 72 BELFORD STREET, BROADMEADOW a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 15th January 2001

The survey relates to LOTS 50–80 (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature) .....

Datum Line: 'X'–'Y' Surveyor registered under the surveyors Act 1929

Zone: Suburban/Country

Plans used in preparation of survey/compilation.

DP270158

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

IT IS INTENDED

TO RELEASE PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED:

(1) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE OVER LOT 49 D.P.270158.
(2) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH OVER LOT 49 D.P.270158.
(3) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES & ACCESS THERETO OVER EXISTING LINE OF CABLES OVER LOT 49 D.P.270158.

TO CREATE PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED:

(1) VINEYARD MAINTENANCE EASEMENT 3 WIDE.
(2) RIGHT OF CARRIAGEWAY 3·5 WIDE
(3) RIGHT OF CARRIAGEWAY 2·5 WIDE & VAR.
(4) EASEMENT FOR ACCESS 3·5,2·5 WIDE & VAR.
(5) EASEMENT FOR SERVICES 3·5,2·5 WIDE & VAR.

SURVEYOR'S REFERENCE: 1422 EXCEMPTION 30(2) BARRY O'MALLEY

MPR PERMANENT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:13 of 24

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270158

D.P.270158 — ADDITIONAL SHEET 9

Registered: 9.8.2001.

This is sheet 2 of my plan in 4 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. 14/1995/68/1

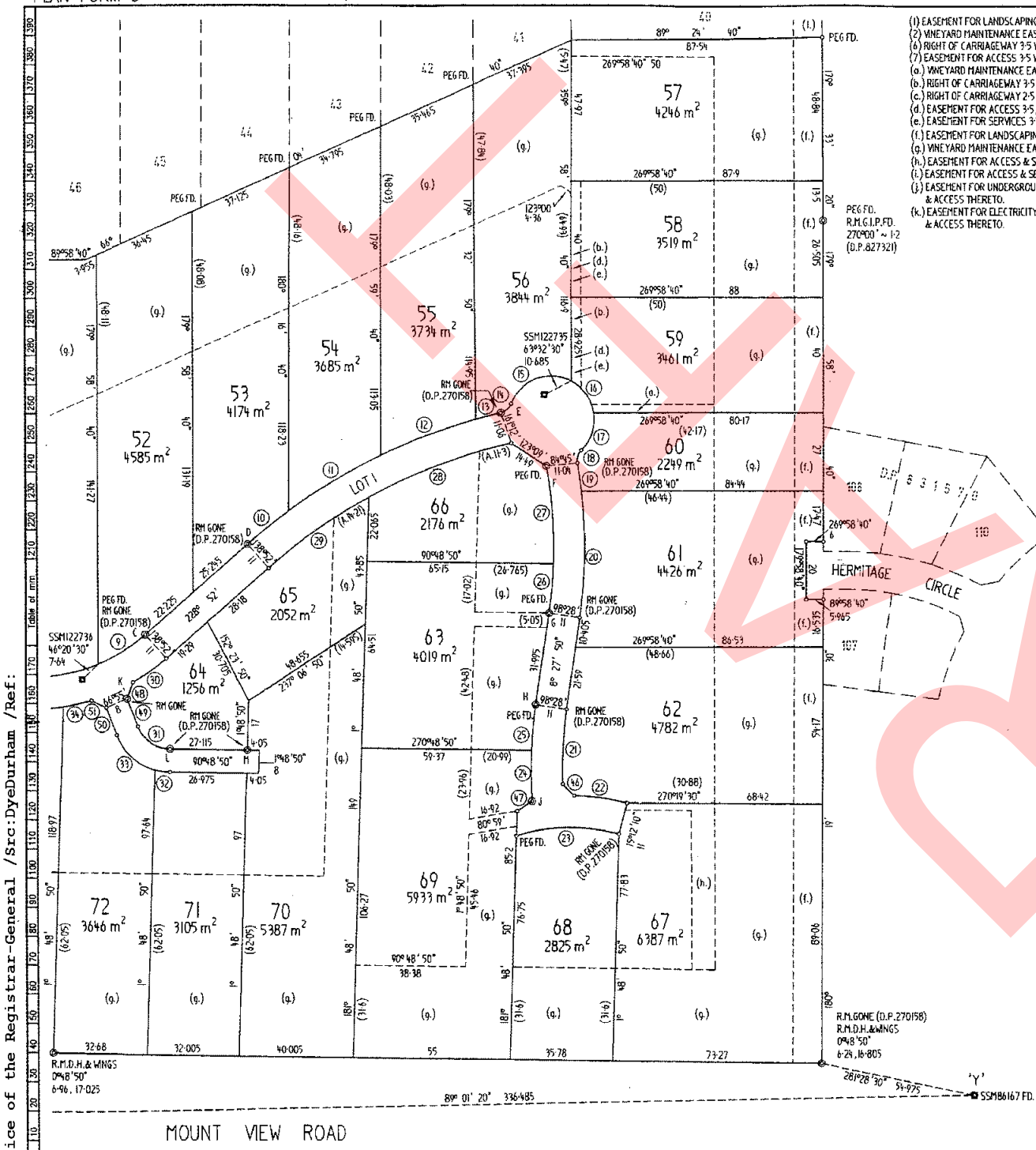
Authorised Person/General Manager/Accredited Certifier

DETAIL PLAN

SHEET 2

THIS IS SHEET 9 OF DP 270158 AND IT REPLACES SHEET 2 AS REGARDS LOT 49 AND IS AN ADDITIONAL SHEET.

(1) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE (D.P.270158)
(2) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH (D.P.270158)
(6) RIGHT OF CARRIAGEWAY 3·5 WIDE (D.P.270158)
(7) EASEMENT FOR ACCESS 3·5 WIDE (D.P.270158)
(a.) VINEYARD MAINTENANCE EASEMENT 3 WIDE
(b.) RIGHT OF CARRIAGEWAY 3·5 WIDE
(c.) RIGHT OF CARRIAGEWAY 2·5 WIDE & VAR.
(d.) EASEMENT FOR ACCESS 3·5,2·5 WIDE & VAR.
(e.) EASEMENT FOR SERVICES 3·5,2·5 WIDE & VAR.
(f.) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE WIDTH
(g.) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH
(h.) EASEMENT FOR ACCESS & SERVICES 2·5 & 8 WIDE.
(i.) EASEMENT FOR ACCESS & SERVICES 5 WIDE.
(j.) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE & ACCESS THERETO.
(k.) EASEMENT FOR ELECTRICITY SUBSTATION 3.5 x 5.5 WIDE & ACCESS THERETO.



REFERENCE MARKS PLACED

REF.	BEARING	DISTANCE	TYPE
A	90°31'35"	2·795, 7·68	DH & WINGS
B	63°05'	3·59, 8·36	DH & WINGS
C	318°52'	3·1, 7·87	DH & WINGS
D	318°52'	3·14, 7·86	DH & WINGS
E	341°12'	3·01, 7·70	DH & WINGS
F	264°46'30"	3·15, 7·725	DH & WINGS
G	264°27'50"	3·04, 7·765	DH & WINGS
H	287°27'50"	3·11, 7·80	DH & WINGS
J	262°37'40"	3·035, 8·075	DH & WINGS
K	66°55'	1·65, 6·34	DH & WINGS
L	0°49'	1·61, 6·29	DH & WINGS
M	1°48'50"	1·62, 6·33	DH & WINGS
N	311°56'	3·235, 8·16	DH & WINGS
O	275°43'	3·075, 7·87	DH & WINGS
P	275°43'	3·075, 7·86	DH & WINGS
Q	296°33'20"	3·07, 7·86	DH & WINGS
R	251°33'20"	4·365, 24·535	DH & WINGS

SCHEDULE OF BOUNDARIES

No.	BEARING	DIST	ARC	RAD.
1	7°40'40"	22·245	22·265	164
2	333°50'	1·91	5·135	5
3	0°47'40"	24·975	29·51	15
4	28°51'	4·745	4·99	5
5	344°17'40"	32·985	33·43	59
6	139°56'	13·295	13·34	47
7	296°06'30"	32·19	32·6	59·5
8	269°03'40"	33·5	33·96	59·5
9	238°17'	19·48	19·57	59·5
10	231°25'	18·29	18·295	205·5
11	239°14'	37·695	37·75	205·5
12	249°27'30"	35·58	35·625	205·5
13	75°41'	9·04	9·045	205·5
14	48°57'	4·695	4·885	5
15	69°24'40"	22·45	25·37	15
16	324°43'40"	13·56	14·07	15
17	18°27'	13·555	14·06	15
18	17°36'	4·65	4·835	5
19	351°35'	9·82	9·82	165·5
20	0°52'30"	43·715	43·845	165·5
21	3°20'	25·835	25·87	144·5
22	278°10'	18·49	18·535	75·5
23	89°05'	35·815	36·295	64·5
24	179°23'40"	17·565	17·57	155·5
25	185°33'	15·82	15·83	155·5
26	185°17'40"	17·075	17·085	154·5
27	175°50'	33·88	33·945	154·5
28	69°24'10"	53·25	53·42	194·5
29	55°12'	42·92	43·01	194·5
30	54°38'30"	14·195	14·215	70·5
31	304°40'	13·42	14·24	12
32	98°05'	5·06	5·075	20
33	192°05'	17·995	18·665	20
34	77°29'	9·99	10	70·5
35	93°37'20"	29·49	29·71	70·5
36	119°36'20"	32·7	33	70·5
37	20°15'	22·325	22·565	44·5
38	8°56'	6·225	6·23	55·5
39	19°21'20"	13·915	13·95	55·5
40	196°08'20"	16·09	16·18	44·5
41	200°57'40"	29·175	29·525	55·5
42	184°24'	7·905	8·325	7·5
43	150°45'	0·48	0·48	7·5
44	164°43'10"	38·68	39·175	71

SCHEDULE OF BOUNDARIES

No.	BEARING	DIST
45	328°04'	3·5
46	315°31'	5·765
47	236°39'	6·255
48	20°25'	5·07
49	338°48'50"	10·35
50	158°48'50"	10·085
51	115°19'	5·8
52	85°45'	5·31
53	26°33'20"	9·48
54	341°33'	5·655
55	296°33'20"	5·5
56	26°33'20"	6·5
57	26°33'20"	4·955
58	78°16'	14·6
59	116°33'20"	2·055
60	116°33'20"	6·990
61	0°31'35"	4·165

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

(6) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE.
(7) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH.
(8) EASEMENT FOR ACCESS AND SERVICES 2·5 & 8 WIDE.
(9) EASEMENT FOR ACCESS & SERVICES 5 WIDE.
(10) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE & ACCESS THERETO.
(11) EASEMENT FOR ELECTRICITY SUBSTATION 3.5 x 5.5 WIDE & ACCESS THERETO.
(12) RESTRICTIONS ON THE USE OF THE LAND.

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: IN22 EXCEPTION 30 (2) BARRY O'HALEY

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270158

D.P.270158 — ADDITIONAL SHEET 10

Registered: 9.8.2001.

This is sheet 3 of my plan in 4 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. 14/1995/63/1 *of* JUNE 29, 2001.

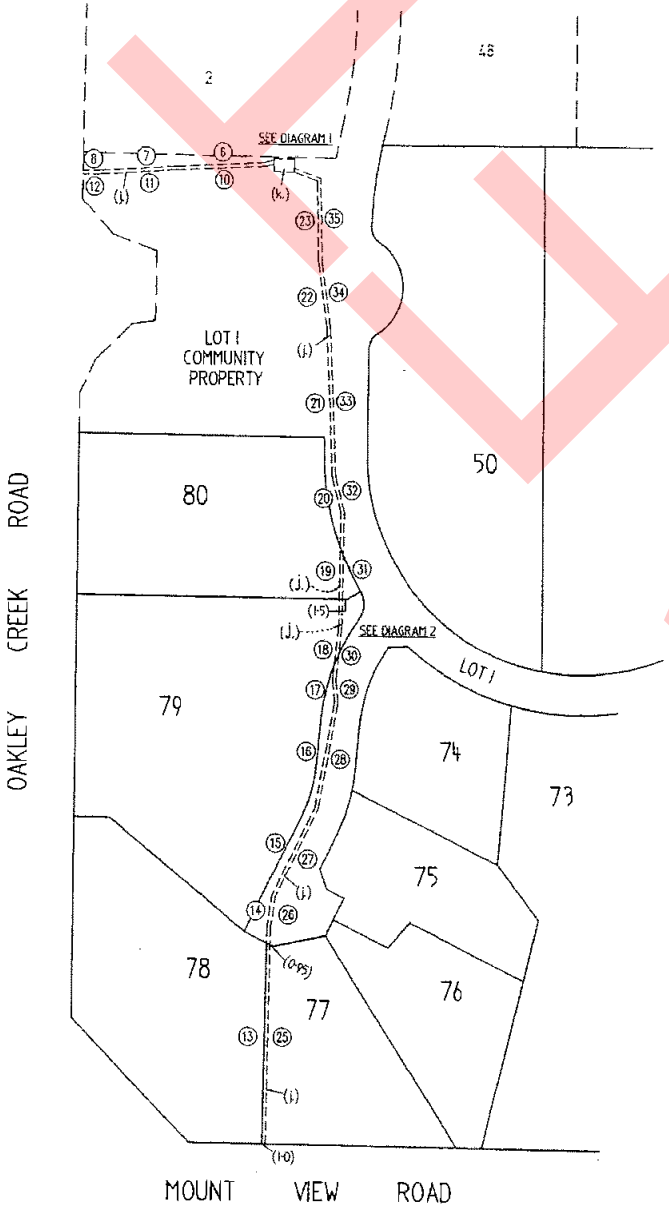
Authorised Person/General Manager/Accredited Certifier

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

DETAIL PLAN
SHEET 3

THIS SHEET DETAILS EASEMENTS (j.) & (k.)
REFER TO SHEETS 1 & 2 FOR ADDITIONAL EASEMENT DETAILS

THIS IS SHEET 10 OF DP 270158 AND IT REPLACES SHEET 2 AS REGARDS LOT 49 AND IS AN ADDITIONAL SHEET.



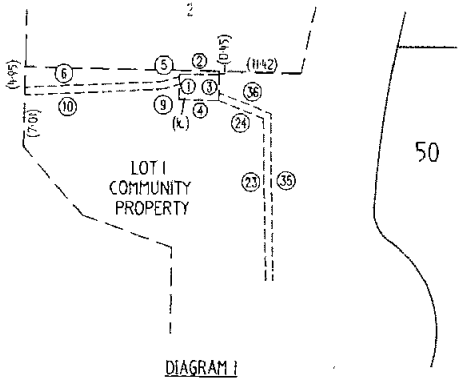


DIAGRAM 1
1:500

(j.) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE & ACCESS THERETO.
(k.) EASEMENT FOR ELECTRICITY SUBSTATION 3.5 x 5.5 & ACCESS THERETO.

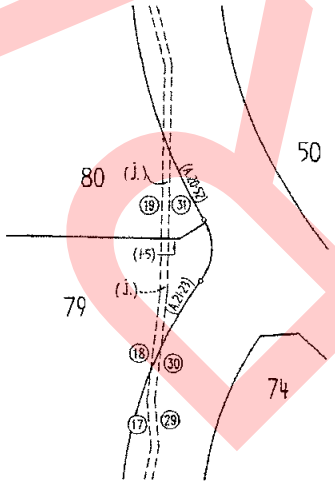


DIAGRAM 2
1:500

SCHEDULE OF EASEMENT DIMENSIONS

No.	BEARING	DIST
1	180°45'20"	3·5
2	270°45'20"	5·5
3	0°45'20"	3·5
4	90°45'20"	5·5
5	253°19'	2·51
6	267°06'	24·41
7	266°15'30"	21·925
8	269°19'	4·405
9	253°19'	2·32
10	267°06'	24·52
11	266°15'30"	21·945
12	269°19'	4·455
13	1°14'	58·76
14	8°15'	8·775
15	26°00'	26·395
16	10°47'30"	29·21
17	354°15'	6·15
18	6°30'	14·975
19	0°50'40"	30·82
20	345°15'	9·87
21	357°36'30"	40·65
22	352°03'	18·215
23	358°52'30"	22·23
24	280°48'	6·685
25	1°14'	58·69
26	8°15'	8·555
27	26°00'	26·37
28	10°47'30"	29·49
29	354°15'	6·19
30	6°30'	14·92
31	0°50'40"	31·005
32	345°15'	9·9
33	357°36'30"	40·59
34	352°03'	18·205
35	358°52'30"	22·845
36	280°48'	7·725

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 11427

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Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:15 of 24

PLANFORM 2

Plan Drawing only to appear in this space.

SIGNATURES AND SEALS ONLY

SOLE DIRECTOR / SECRETARY

S.F. Ewin

Common Seal

(A) EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH

(B) EASEMENT FOR VINEYARD MAINTENANCE 25 WIDE

(C) RIGHT OF CARRIAGEWAY 3 AND 2 WIDE

(D) RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE

(E) EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE

(F) EASEMENT FOR SERVICES 3 AND 2 WIDE

(G) EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE

(H) EASEMENT FOR ACCESS AND SERVICES 3 AND 8 WIDE

(I) EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPE (approximate position)

(J) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE (approximate position)

(K) EASEMENT FOR LANDSCAPING 10 WIDE

(L) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE (approximate position)

(m) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1.0 WIDE AND ACCESS THERETO (DP 270158 - DOC. Z)

SCHEDULE OF REFERENCE MARKS				
No.	TYPE	BEARING	DISTANCE	ORIGIN
a	D.H.& WINGS	311°56'	3.235,8.16	D.P.270158
b	D.H.& WINGS	275°43'	3.075,7.87	D.P.270158
c	D.H.& WINGS	275°43'	3.075,7.86	D.P.270158
d	D.H.& WINGS	296°33'	3.07,7.86	D.P.270158
e	D.H.& WINGS	251°33'	4.365,24.535	D.P.270158

SCHEDULE OF SHORT BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RAD.
1	180°32'	4.165		
2	149°42'	2.025	2.025	71
3	150°45'	0.48	0.48	7.5
4	171°07'	4.76	4.845	7.5
5	202°52'	3.45	3.48	7.5
6	238°31'	3.495		
7	238°31'	4.15		
8	210°04'	11.85	11.875	55.5
9	185°43'	8.005		
10	185°43'	2.51		
11	185°43'	1.305		
12	186°30'	1.205	1.205	44.5
13	196°55'	14.905	14.975	44.5
14	206°33'	5.15		
15	63°07'	14.06	14.495	17
16	19°21'	13.915	13.95	55.5

S.S.M.110634 FD.

S.S.M.103543 FD.

S.S.M.122737 FD.

S.S.M. 122736 FD.

P.M.70276 FD.

OAKEY CREEK ROAD (20.115 WIDE)

MOUNT VIEW (20.115 WIDE) ROAD

81 1304m²

82 1086m²

83 1197m²

84 783.8m²

85 852.3m²

86 1127m²

87 1283m²

88 704.3m²

89 1360m²

90 1630m²

91 706.3m²

92 594.3m²

93 637.6m²

94 3615m²

(Z) RESTRICTION(S) ON THE USE OF LAND (DOC.Z) VIDE DP 270158

LOTS 81 TO 93 INCLUSIVE ARE DEVELOPMENT LOTS

SEE ~~ADDITIONAL~~ SHEET ~~12~~ 2 FOR EASEMENT DETAILS

DETAIL PLAN
SHEET 1

THIS IS SHEET 11 OF D.P.270158 AND IT REPLACES SHEET 8 AS REGARDS LOTS 75, 76, 77,78, 79 AND 80 AND IS AN ADDITIONAL SHEET

AMENDMENTS & ADDITIONS BY ANDREW MARK SCOTT 16/12/03 15:12:03

DP270158

ADDITIONAL SHEET 11

Registered: 19-12-2003

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8

Last Plan: DP 270158

PLAN OF SUBDIVISION OF LOTS 75 TO 80 INCLUSIVE D.P.270158 AND EASEMENT WITHIN LOT 67 D.P.270158

Lengths are in metres. Reduction Ratio 1: 600

L G A: CESSNOCK

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets.

Surveying Regulation 2001

I, ANDREW MARK SCOTT

of MARSHALL SCOTT PTY LTD

PO BOX 165 CESSNOCK 2325

a land surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 4TH SEPTEMBER, 2003.

Datum Line: X - Y

Zone: Urban

(Signature) Andrew Scott

Land Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/compilation

D.P.270158

PANEL FOR USE ONLY for 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, IT IS INTENDED TO CREATE:

1. EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH
2. EASEMENT FOR VINEYARD MAINTENANCE 25 WIDE
3. RIGHT OF CARRIAGEWAY 3 AND 2 WIDE
4. RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE
5. EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE
6. EASEMENT FOR SERVICES 3 AND 2 WIDE
7. EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE

CONTINUED ON ADDITIONAL SHEET 12

Crown Land Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No .....

Field Book ..... pages .....

Subdivision Certificate

I hereby certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein

* (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

CESSNOCK CITY COUNCIL

Consent Authority

Date of endorsement: NOVEMBER 3, 2003

Accreditation no. ~

Subdivision Certificate no. 14/2002/1359/1

File no. 8/2002/1359

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

* Delete whichever is inapplicable

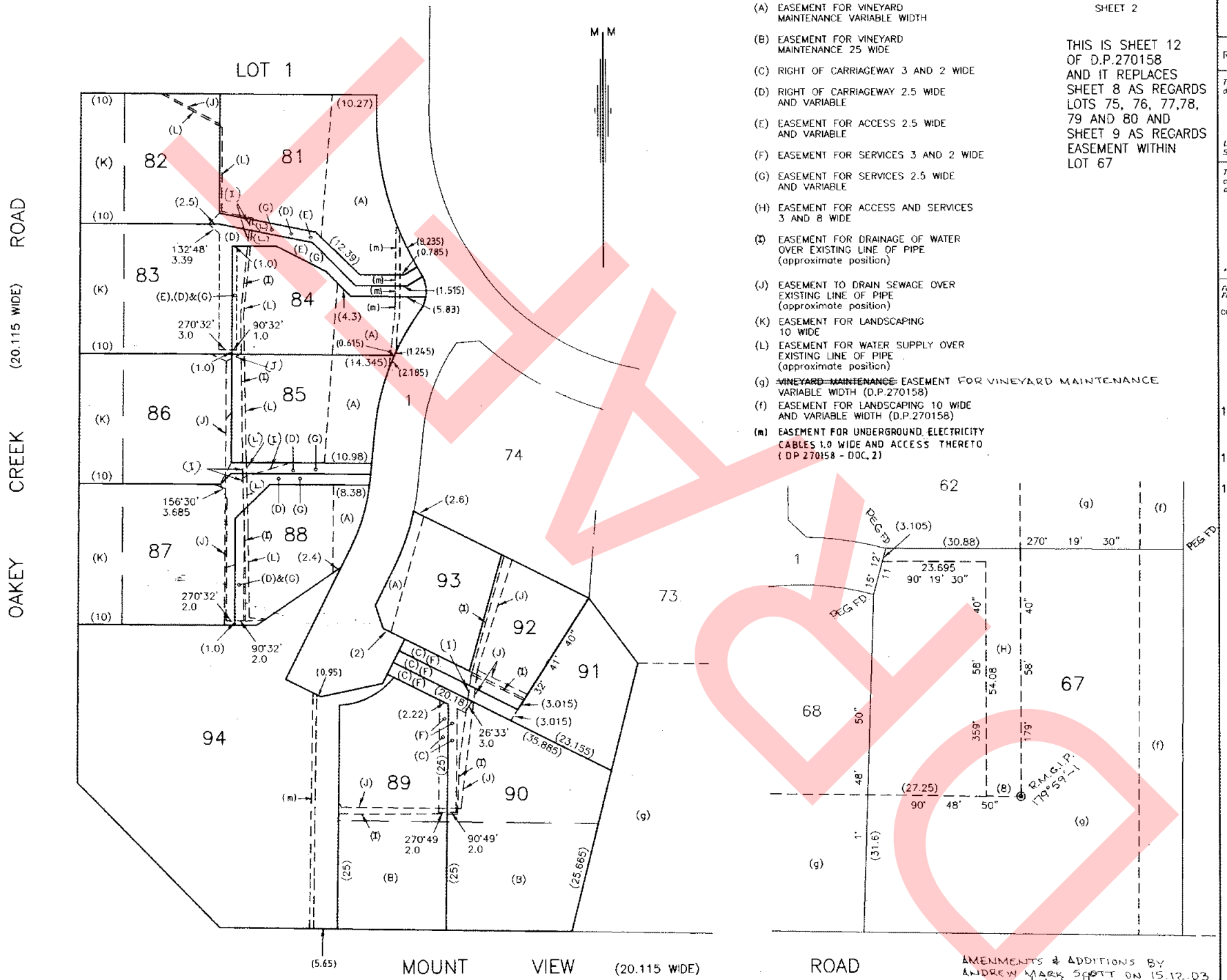
Office of the Registrar-General /Src:DyeDurham /Ref:

Req:R080442 /Doc:DP 0270158 P /Rev:16-Oct-2026 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:16 of 24

© SURVEYOR'S REFERENCE: 16977 EX. Nº 03/143 CLAUSE 33 (3)
P.P. RETAINED PERMANENTLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLANFORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



(A) EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH

(B) EASEMENT FOR VINEYARD MAINTENANCE 25 WIDE

(C) RIGHT OF CARRIAGEWAY 3 AND 2 WIDE

(D) RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE

(E) EASEMENT FOR ACCESS 2.5 WIDE AND VARIABLE

(F) EASEMENT FOR SERVICES 3 AND 2 WIDE

(G) EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE

(H) EASEMENT FOR ACCESS AND SERVICES 3 AND 8 WIDE

(I) EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPE (approximate position)

(J) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE (approximate position)

(K) EASEMENT FOR LANDSCAPING 10 WIDE

(L) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE (approximate position)

(g) ~~VINEYARD MAINTENANCE~~ EASEMENT FOR VINEYARD MAINTENANCE VARIABLE WIDTH (D.P.270158)

(f) EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE WIDTH (D.P.270158)

(m) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1.0 WIDE AND ACCESS THERETO (DP 270158 - DOC. 2)

DETAIL PLAN
SHEET 2

THIS IS SHEET 12 OF D.P.270158 AND IT REPLACES SHEET 8 AS REGARDS LOTS 75, 76, 77,78, 79 AND 80 AND SHEET 9 AS REGARDS EASEMENT WITHIN LOT 67

AMENMENTS & ADDITIONS BY ANDREW MARK SCOTT ON 15.12.03

DP270158

ADDITIONAL SHEET 12

Registered: 19-12-2003*

This is sheet 2 of my plan in 3 sheets dated 4TH SEPTEMBER, 2003.

Land Surveyor registered under the Surveying Act, 2002

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. of

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

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

CONTINUED FROM ADDITIONAL SHEET 11

8. EASEMENT FOR ACCESS AND SERVICES 3 AND 8 WIDE
9. EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPE
10. EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE
11. EASEMENT FOR LANDSCAPING 10 WIDE
12. EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE

TO RELEASE:

1. EASEMENT FOR LANDSCAPING 10 WIDE AND VARIABLE (D.P.270158) DOC.2
2. EASEMENT FOR VINEYARD MAINTENANCE ~~EASEMENT~~ VARIABLE WIDTH (D.P.270158) DOC.2
3. EASEMENT FOR ACCESS AND SERVICES 5 WIDE (D.P.270158) DOC.2
4. RIGHT OF CARRIAGEWAY 2.5 WIDE AND VARIABLE (D.P.270158) DOC.2
5. EASEMENT FOR ACCESS 3.5, 2.5 WIDE AND VARIABLE (D.P.270158) DOC. 2
6. EASEMENT FOR SERVICES 3.5, 2.5 WIDE AND VARIABLE (D.P.270158) DOC. 2
7. EASEMENT FOR ACCESS AND SERVICES 2.5 AND 8 WIDE (D.P.270158) DOC. 2

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 16977

Plan Drawing only to appear in this space.

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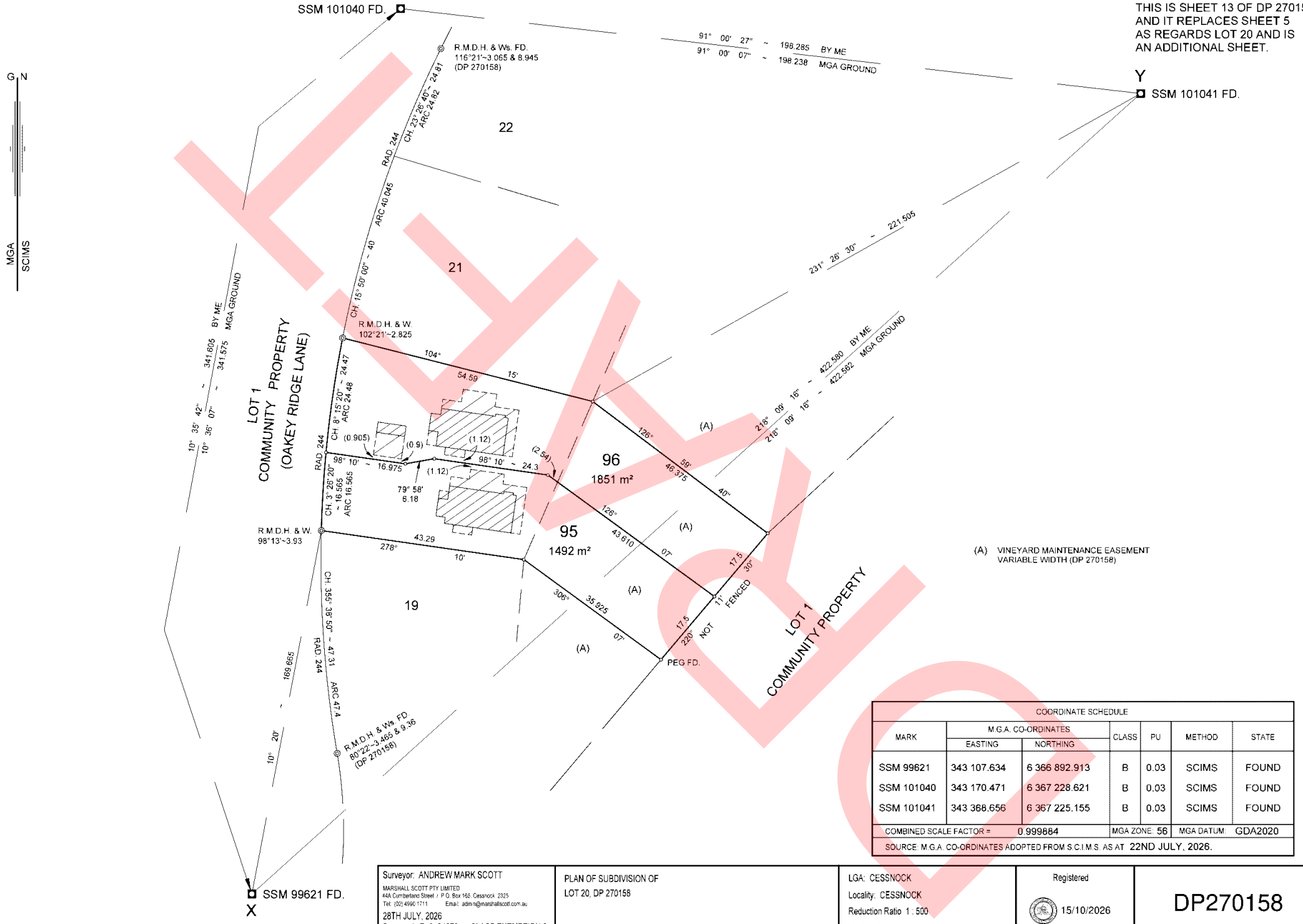
THIS IS SHEET 13 OF DP 270158 AND IT REPLACES SHEET 5 AS REGARDS LOT 20 AND IS AN ADDITIONAL SHEET.



(A) VINEYARD MAINTENANCE EASEMENT VARIABLE WIDTH (DP 270158)

COORDINATE SCHEDULE

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	PU	METHOD	STATE
SSM 99621	343 107.634	6 366 892.913	B	0.03	SCIMS	FOUND
SSM 101040	343 170.471	6 367 228.621	B	0.03	SCIMS	FOUND
SSM 101041	343 368.656	6 367 225.155	B	0.03	SCIMS	FOUND

COMBINED SCALE FACTOR = 0.999884 MGA ZONE: 56 MGA DATUM: GDA2020

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 22ND JULY, 2026.

Surveyor: ANDREW MARK SCOTT
MARSHALL SCOTT PTY LIMITED
44A Cumberland Street : P.O. Box 165. Cessnock 2325
Tel: (02) 4990 1711 Email: admin@marshallscott.com.au
28TH JULY, 2026
Surveyor's Ref: 24670 CLASS EXEMPTION 6

PLAN OF SUBDIVISION OF
LOT 20, DP 270158

LGA: CESSNOCK
Locality: CESSNOCK
Reduction Ratio 1 : 500
Lengths are in metres.

Registered
15/10/2026

DP270158
ADDITIONAL SHEET 13

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10 20 30 40 50 Table of mm 90 100 110 120 130 140

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DP 270158

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....

ATTENTION

.....

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	6	Y	15.10.2026	1	95-96

DRAFT

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Plan Form 6_Digital (2024)

Deposited Plan Administration Sheet | Sheet 1 of 6

OFFICE USE ONLY

Registered: 15/10/2026

DP270158

(DOC.A)

Title System: TORRENS

LGA: CESSNOCK

LOCALITY: CESSNOCK

PARISH: POKOLBIN

COUNTY: NORTHUMBERLAND

PLAN OF SUBDIVISION OF LOT 20 IN DP270158

Survey Certificate — Survey

I, Andrew Scott, a surveyor registered under the Surveying and Spatial Information Act 2002, certify the following:

The land shown in this plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2024*,

The survey is accurate and complete.

Urban/Rural: URBAN

Datum Line: X-Y

Signature: Electronically signed via NSW LRS Connect by Andrew Scott, dated 28/07/2026 10:44 AM.

Address: PO BOX 165

Name of Firm: MARSHALL SCOTT P/L

Surveyor Identification No.: SU001970

Surveyor registered under the *Surveying and Spatial Information Act 2002*.

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: _____

Subdivision Certificate (Check One)

I, Jules Bosco

- [x] Authorised Person
- [ ] General Manager
- [ ] Registered Certifier

certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: Electronic signature of me, Jules Bosco affixed by me, or at my direction, on 31/08/2026.

Consent Authority: Cessnock City Council

Date of Endorsement: 31 August 2026

Subdivision Certificate Number: 14/2025/1026/1

File Number: 8/2025/1026/1

Plans Used in the preparation of this survey

DP270158

Statement of Intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 24670

Signatures, Seals and Section 888 Statements should appear on the following sheet(s)

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Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 2 of 6
Registered 15/10/2026 OFFICE USE ONLY	DP270158 (DOC.A)	

PLAN OF SUBDIVISION OF LOT 20 IN DP270158

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on subsequent sheet(s)

Address for Service of Notices

2 OAKEY CREEK ROAD, CESSNOCK, 2325, NSW

Subdivision Certificate Number 14/2025/1061/1

Date of Endorsement 31 August 2026

Name of Development

KELMAN ESTATE

Valuer's Certificate (Approved Form 9)

I, Desmond William O'Loughlin

of O'Loughlin Valuers 5 Villa Street, East Maitland

being a qualified valuer, as defined in the *Community Land Development Act 2021*, by virtue of having membership with:

Professional Body: Australian Property Institute

Class of Membership: Fellow

Membership Number: 67818

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 04/09/2026 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021*.

Signature: Desmond William O'Loughlin — Digitally signed by Desmond William O'Loughlin Date: 2026.09.04 12:34:37 +10'00'

Dated: 04/09/2026

Update Note (Approved Form 8)

This Document contains a Revised Schedule of Unit Entitlement and replaces the existing schedule registered on: 2003-09-04

Schedule of Unit Entitlement (U.E)

LOT	U.E	SUBDIVISION
1	Association Property	
2	53	
3	53	
4	57	
5	59	
6	58	
7	57	

LOT	U.E	SUBDIVISION
8	58	
9	58	
10	59	
11	60	
12	66	
13	70	
14	67	

LOT	U.E	SUBDIVISION
15	66	
16	66	
17	68	
18	73	
19	68	
20	NOW LOTS 85 AND 86	SHEET 13
21	67	

Surveyor's Reference: 24670

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Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 3 of 6
Registered 15/10/2026 OFFICE USE ONLY	DP270158 (DOC.A)	

PLAN OF SUBDIVISION OF LOT 20 IN DP270158

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

- A schedule of lots and addresses
- Statements of intention to create and release affecting interests in accordance with section 888 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: 14/2025/102C/1

Date of Endorsement: 31 AUGUST 2026

Schedule of Unit Entitlement (U.E)

LOT	U.E	SUBDIVISION
22	68	
23	68	
24	66	
25	65	
26	65	
27	50	
28	62	
29	64	
30	65	
31	70	
32	66	
33	58	
34	65	
35	75	
36	65	
37	62	
38	63	
39	63	
40	64	
41	68	
42	67	
43	66	
44	65	
45	65	
46	65	
47	61	
48	58	
49	NOW LOTS 50 - 80 INCL.	SHEETS 8-10
50	82	
51	84	
52	85	
53	84	
54	82	
55	78	
56	76	
57	78	
58	70	
59	67	
60	50	
61	74	
62	72	
63	72	
64	50	
65	51	
66	51	
67	70	
68	59	
69	70	
70	69	
71	53	
72	61	
73	61	
74	50	
75	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
76	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
77	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
78	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
79	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
80	NOW LOTS 81 - 94 INCL.	SHEETS 11-12
81	26	

Surveyor's Reference: 24670

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Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 4 of 6
Registered 15/10/2026 OFFICE USE ONLY	DP270158	(DOC.A)

PLAN OF SUBDIVISION OF LOT 20 IN DP270158

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

- A schedule of lots and addresses
- 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: 14/2025/1024/1

Date of Endorsement: 31 August 2026

Schedule of Unit Entitlement (U.E)

LOT	U.E	SUBDIVISION
82	24	
83	25	
84	23	
85	23	
86	25	
87	25	
88	22	
89	26	
90	27	
91	22	
92	22	
93	22	
94	0	CONVERTED TO COMMUNITY
95	30	
96	37	

Aggregate: 5000

Surveyor's Reference: 24670

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Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 5 of 6
Registered 15/10/2026 OFFICE USE ONLY	DP270158	(DOC.A)

PLAN OF SUBDIVISION OF LOT 20 IN DP270158

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

- A schedule of lots and addresses
- 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: 14/2025/1026/1

Date of Endorsement: 31 August 2026

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
95	20A	2	OAKEY CREEK	ROAD	CESSNOCK
96	20B	2	OAKEY CREEK	ROAD	CESSNOCK

I have no notice of the revocation of the power of attorney under which I sign this document

EXECUTED BY
Bank of Queensland Limited
ACN 009 656 740 as successor in law to Members Equity Bank Limited (ABN 56 070 887 679) pursuant to a Certificate of Transfer issued by APRA on 23 February 2022 by being signed, sealed and delivered by its attorney under Power of Attorney dated 9 March 2021 and Registered Book 4785 No. 877 in the presence of:

.....
Signature of witness

AFONSO MM
.....
Print name of witness

LEVEL 28, 360 ELIZABETH ST,
MELBOURNE VIC 3001

.....
Signature of attorney

John Velkovski
.....
Print name of attorney

Senior Bank Officer - BOQ

Surveyor's Reference: 24670

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DP270158

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	27.4.1998	7	12
DOCUMENT 2	9.8.2001.	4	10
DOCUMENT 3	19-12-2003	3	12

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED (INCLUDING COVER SHEET)

DRAFT

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DOC.1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Length are in metres

Plan: DP270158 Community Plan of Subdivision covered by Council Clerks' Certificate No. of Lot 2251 in DP 872006.

Full name and address of the owner of the land: Yorrick Pty Limited ACN 008 645 645 Level 8, 65 Albert Street, Chatswood NSW 2067

PART 1

	DESCRIPTION	LOT OR AUTHORITY BENEFITED	LOTS BURDENED
1.	Easement for landscaping 10 Wide and variable	1	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 35, 36, 37, 38, 39, 40 and49
2.	Vineyard maintenance easement variable width	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, 31, 32 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49
3.	Right of carriageway 2.5 Wide and variable	3	4
		4	3
		5	6
		6	5
		7	8
		8	7

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DOC. 1.

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

9	10
10	9
11	12
12	11
13	14
14	13
15	16
16	15
17	18
18	17
35	36
36	35
37	38
38	37
39	40 and 41
40	39 and 41
41	39 and 40
42	43
43	42
44	45
45	44

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DOC.1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

4.	Easement for access 2.5 wide and variable	Lot 1	3, 4, 5 , 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45
5.	Easement for services 2.5 wide and variable	3	4
		4	3
		5	6
		6	5
		7	8
		8	7
		9	10
		10	9
		11	12
		12	11
		13	14
		14	13
		15	16
		16	15
		17	18
		18	17
		35	36

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

		36	35
		37	38
		38	37
		39	40 and 41
		40	39 and 41
		41	39 and 40
		42	43
		43	42
		44	45
		45	44
6.	Right of carriageway 3.5 wide	46	47
		48	49
7.	Easement for access 3.5 wide	1	47, 48 and 49
8.	Easement for underground electricity cables and access thereto over existing line of cables	Energy Australia	1 and 49
9.	Easement to Drain Water 2 Wide	Cessnock City Council and Lot 1	2, 3, 6 and 7
		6	7
		7	6
		2	3

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

		3	2
10.	Easement to Drain Water 4 Wide	Cessnock City Council, 1, 6, and 7	19 ✓
11.	Restriction as to user	Cessnock City Council	2, 3, 4, 5 , 6, 7, 8, 9, 10, 11, 12, 13 and 49

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

DRAFT

PART 2

1. Terms of easement firstly referred to in the plan

1.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of the maintenance of the lot burdened including without limitation making and maintaining a working trail, mowing and slashing, weeding, fertilising and spraying, tree lopping and trimming, replacement of dying and dead plants, shrubs and trees and irrigation and for any other purposes incidental to the foregoing.

1.2 In exercising the rights referred to in paragraph 1.1 the Community Association shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

1.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

1.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

1.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

2. Terms of easement secondly referred to in the plan.

2.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of maintenance of vines and olive trees growing thereon including without limitation, pruning, trellising and replacement of dead or dying vines and olive trees, eradication of pests, weeds or noxious plants, spraying vines and olive trees, harvesting the grapes and olives, soil testing and fertilisation, irrigation or for any other reasonable purpose associated with a vineyard or olive tree plantation.

2.2 In exercising the rights referred to in paragraph 2.1 the Community Association benefited shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard

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DOC.1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

2.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

2.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

2.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

3. Term of easement fourthly and seventhly referred to in the plan.

3.1 The Community Association (and its officers, employees, agents and contractors) may:

(a) by an reasonable means to go pass and repass at all times for the purpose of gaining access to the Vineyard Areas (as defined in the Community Management Statement over the land herein indicated as the servient treatment.

3.2 In exercising its rights referred to in paragraph 3.1 the Community Association shall:

(a) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

3.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

3.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

3.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

4. Terms of easement fifthly referred to in the plan.

4.1 The owners of the lot benefited (and its officers, employees, agents and contractors) may:

(a) use the lot burdened to provide services to or from each lot benefited but only within the site of this easement as shown on the plan; and

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DOC.1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

(b) do anything reasonably necessary to ensure that the Permitted Purpose may be carried out within the site of this easement, including:

- entering onto the lot burdened; and
- taking anything onto the lot burdened; and
- carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

4.2 In exercising those powers, the owners of the lots benefited must:

(a) ensure all work is done properly; and

(b) not impede access to others or traffic flow within the site of this easement and shall ensure that any vehicles brought onto the site of this easement are not left stationary so as to impede such access or traffic flow; and

(c) ensure that if the proprietor of the lot benefited and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the proprietor of the lot benefited shall, as soon as practical after such damages are occasioned, rectify the damage caused by the proprietor of the lot benefited to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld).

4.3 The proprietor of the lot benefited shall ensure that all work under this easement is conducted in a proper and workmanlike manner.

4.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the

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DOC.1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

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Lengths are in metres

proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

4.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the rights granted to the proprietor of the lot benefited by this easement (including but not limited to the conduct of the Works) other than to the extent caused or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

5. Terms of easement eighthly referred to in the plan

5.1 Energy Australia (and its officers, employees, agents and contractors) may enter into and use the lot burdened with or without plant or equipment and at all reasonable times and for reasonable periods for the purpose of exercising the rights hereby granted:

(a) to erect, construct, place, inspect, alter, repair, review, maintain and use within the site of this easement as shown on the plan apparatus for the transmission of electricity and for purposes incidental thereto; and

(b) to cause or permit electricity to flow or be transmitted through such apparatus.

6. Terms of easement ninethly referred to in the plan:

6.1 The terms of the easement cannot be released, varied or modified without the consent of Cessnock City Council.

7. Terms of restriction as to user eleventhly referred to in the plan:

7.1 (a) the proprietor of the lot burdened must not enter into Oakey Creek Road from the lot burdened or use or construct any entrance, driveway or passageway from or to the lot burdened to Oakey Creek Road;

(b) the terms of this restriction as to user may only be varied, modified or extinguished with the consent of Cessnock City Council.

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DOC. 1

INSTRUMENT SETTING OUT TERMS OF EASEMENT, PROFITS A PRENDRE AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

DP270158

Lengths are in metres

(Sheet 12 of 12 Sheets)

8. Terms of easement tenthly referred to in the plan

The terms of the easement cannot be released, varied or modified without the consent of Cessnock City Council.

THE COMMON SEAL of YORRICK PTY LIMITED ACN 008 645 645 was affixed in the presence of, and the sealing is witnessed by:

YORRICK PTY LIMITED THE COMMON SEAL OF A.C.N. 008 645 645

Thomas B Beat
Secretary
Name (printed):
THOMAS BALLANTINE BEAT.
Witness:
Name ROBERT BARNES

Director STEWART FRASER EWEN
Name (printed):

Approved by Cessnock City Council

Town Clerk

Signed at Canberra by ST.GEORGE BANK LIMITED by its Attorneys who state that they have received no notice of revocation of Power of Attorney No. ~~101712~~ BK4116 NO9100

Justice of the Peace

KATHLEEN AVEYARD

Signature
ATTORNEY ROBERT TERZI
NAME: STATE MANAGER
TITLE:

Signature
ATTORNEY
NAME: GEOFFERY HUGH TRENGOVE
TITLE: SENIOR MANAGER

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REGISTERED 27.4.1998.

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DoC - 2

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

Lengths are in metres **(Sheet 1 of ~~8~~ 10 Sheets)**

DP270158

Community Plan of Subdivision covered by Subdivision Certificate No.
dated 2001
of Lot 49 DP 270158.

Full name and address of the Owner of the land:

Yorrick Pty Limited ACN 008 645 645
Level 8, 65 Albert Street,
Chatswood NSW 2067

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 for Vineyard maintenance 3 wide	59	1
2	Right of carriageway 3.5 wide	58 59	57 57 and 58
3	Right of carriageway 2.5 wide and variable	80 79	79 80
4	Easement for access 3.5, 2.5 wide and variable	58, 59, 79 and 80	Lot 1
5	Easement for services 3.5, 2.5 wide and variable	58 59 79 80	57 57 and 58 80 79
6	Easement for landscaping 10 wide and variable	57 to 62 inclusive, 67 and 78 to 80 inclusive	1
7	Easement for vineyard maintenance variable width	50 to 63 inclusive and 65 to 80 inclusive	1
8	Easement for access and services 2.5 and 8 wide	67	1
9	Easement for access and services 5 wide	78	1
10	Easement for underground electricity cables 1.0 wide and access thereto	1, 77, 79 and 80	EnergyAustralia
11	Easement for electricity substation 3.5 x 5.5 and access thereto	1	EnergyAustralia
12	Restrictions on the use of the land	61, 67 to 73 inclusive, and 76 to 80 inclusive	Cessnock City Council

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DP270158

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre 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 landscaping 10 Wide and variable over Lot 49, DP 270158 created firstly in DP 270158	Lot 49 / 270158	Lot 1 / 270158
2	Vineyard maintenance easement variable width over Lot 49 DP 270158 created secondly in DP 270158	Lot 49 / 270158	Lot 1 / 270158
3	Easement for Underground electricity cables and access thereto over existing line of cables over Lot 1 and 49, DP 270158 created eighthly in DP 270158	Lots 1 and 49 / 270158	EnergyAustralia

PART 2 (Terms)

1 Terms of easement, profit a prendre, restrictions, or positive covenant firstly and seventhly referred to in the plan.

1.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of maintenance of vines and olive trees growing thereon including without limitation, pruning, trellising and replacement of dead or dying vines and olive trees, eradication of pests, weeds or noxious plants, spraying vines and olive trees, harvesting the grapes and olives, soil testing and fertilisation, irrigation or for any other reasonable purpose associated with a vineyard or olive tree plantation.

1.2 In exercising the rights referred to in paragraph 1.1 the Community Association benefited shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to a such a lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

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1.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

1.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licenses and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

1.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

2 Terms of easement, profit a prendre, restrictions, or positive covenant fourthly referred to in the plan.

2.1 The Community Association (and its officers, employees, agents and contractors) may:

(a) by an reasonable means to go pass and repass at all times for the purpose of gaining access to the Vineyard Areas (as defined in the Community Management Statement over the land herein indicated as the servient treatment.

2.2 In exercising its rights referred to in paragraph 2.1 the Community Association shall:

(a) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage cause by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification , performance and quality as previously existed, or where that is not possible , to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

2.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

2.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officer, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

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2.5 The Community Association shall indemnify and keep indemnify the owner of the lot burdened from all actions (whether in tort or otherwise) suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

3. Terms of easement, profit a prendre, restrictions, or positive covenant fifthly, eighthly and ninthly referred to in the plan.

3.1 The owners of the lot benefited (and its officers, employees, agents and contractors) may;

(a) use the lot burdened to provide services to or from each lot benefited but only with in the site of this easement as shown on the plan; and

(b) do anything reasonably necessary to ensure that the Permitted purpose may be carried out within the site of this easement, including:
- Entering onto the lot burdened; and
- Taking anything onto the lot burdened; and
- Carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, pump stations, structures and equipment.

3.2 In exercising those powers, the owners of the lots benefited must:

(a) ensure all work is done properly; and

(b) not impede access to others or traffic flow within the site of this easement and shall ensure that any vehicles brought onto the site of this easement are not left stationary so as to impede such access or traffic flow; and

(c) ensure that if the proprietor of the lot benefited and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the proprietor of the lot benefited shall, as soon as practical after such damages are occasioned, rectify the damage caused by the proprietor of the lot benefited to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restores to the same specification , performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld).

3.3 The proprietor of the lot benefited shall ensure that all work under this easement is conducted in a proper and workman like manner.

3.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent cause or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

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3.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the rights granted to the proprietor of the lot benefited by this easement (including but not limited to the conduct of the Works) other than to the extent cause or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

4. Terms of easement, profit a prendre, restrictions, or positive covenant sixthly referred to in the plan.

4.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of the maintenance of the lot burdened including without limitation making and maintaining a working trail, mowing and slashing, weeding, fertilizing and spraying, tree loping and trimming, replacement of dying and dead plants, shrubs and trees and irrigation and for any other purposes incidental to the foregoing.

4.2 In exercising the rights referred to in paragraph 4.1 the Community Association shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such a approval not to be unreasonably withheld) ; and

4.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

4.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representative, officers, employees, assigns, licensees or lessees.

4.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licenses or lessees.

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5. Terms of easement, profit a prendre, restrictions, or positive covenant seventhly referred to in the plan.

5.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of maintenance of vines and olive trees growing thereon including without limitation, pruning, trellising and replacement of dead or dying vines and olive trees, eradication of pests, weeds or noxious plants, spraying vines and olive trees, harvesting the grapes and olives, soil testing and fertilization, irrigation or for any other reasonable purpose associated with a vineyard or olive tree plantation.

5.2 In exercising the rights referred to in paragraph 5.1 the Community Association benefited shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to a such a lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

5.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

5.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licenses and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

5.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

6. Terms of easement, profit a prendre, restrictions, or positive covenant eighthly and ninthly referred to in the plan.

6.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

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(a) by any reasonable means enter onto and pass across the lot burdened for the purposes of the maintenance of the lot burdened including without limitation making and maintaining a working trail. Mowing and slashing, weeding, fertilizing and spraying, tree loping and trimming, replacement of dying and dead plants, shrubs and trees and irrigation and for any other purposes incidental to the foregoing.

6.2 In exercising the rights referred to in paragraph 6.1 the Community Association shall:

(a) ensure all work is done properly;

(b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such a approval not to be unreasonably withheld) ; and

6.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

6.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representative, officers, employees, assigns, licensees or lessees.

6.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all action s (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licenses or lessees.

7. Terms of easement, profit a prendre, restrictions, or positive covenant tenthly referred to in the plan.

7.1 Full and free right leave liberty and licence for EnergyAustralia and 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, or underground electricity transmission conductors, wires and cables; and other ancillary works (excluding substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in EnergyAustralia);

b) To cause or permit electricity to flow or be transmitted through and along the said conductors, mains, wires, cables and ancillary works;

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c) To enter and be in the lot burdened with or without vehicles and plant and equipment for 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 hereby may overhang, encroach or be on the lot burdened and which in the opinion of EnergyAustralia 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;

7.2 The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia 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 EnergyAustralia of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.

7.3 The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not without the consent of EnergyAustralia 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 place any structure, object or equipment, above or below the site of this easement.

8. Terms of easement, profit a prendre, restrictions, or positive covenant eleventhly referred to in the plan.

8.1 Full and free right leave liberty and licence for EnergyAustralia and 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, or underground 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 EnergyAustralia);

b) To cause or permit electricity to flow or 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 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 hereby may overhang, encroach or be on the lot burdened and which in the opinion of EnergyAustralia 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.

8.2 The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia 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

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interference be made the owner of the lot burdened will forthwith pay the costs to EnergyAustralia of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.

8.3 The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not without the consent of EnergyAustralia 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 place any structure, object or equipment, above or below the site of this easement.

9. Terms of easement, profit a prendre, restrictions, or positive covenant twelfthly referred to in the plan.

9.1 (a) the proprietor of the lot burdened must not enter into Oakey Creek Road, Mount View Road or Hermitage Circle from the lot burdened or use or construct any entrance, driveway or passageway from or to the lot burdened to Oakey Creek Road, Mount View Road or Hermitage Circle;

(b) Name of person empowered to release, vary or modify restriction or positive covenant numbered 10 in the plan is the Cessnock City Council.

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THE COMMON SEAL of YORRICK PTY LIMITED ACN 008 645 645 was affixed in the presence of, and the sealing is witnessed by:

YORRICK PTY. LIMITED A.C.N. 008 645 645 Common Seal

.....
Secretary
Name (printed): N/A.

.....
Director
Name (printed): STEWART FRASER LEWIS.

Witness
Name (printed):

Approved by Cessnock City Council

.....
General Manager

SIGNED SEALED AND DELIVERED

for and on behalf of EnergyAustralia

by GRANT KENNETH GREENE – SMITH

its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4290 No. 806

Attorney

Witness

BRUCE SMITH
17 CYNTHIA ST.
ADAMSTOWN 2289

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The common seal of Community Association D.P. No. 270158 was hereto affixed on 30 July 2001 in the presence of Monteath & Powys Strata Management Pty Limited being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

The common seal of Monteath & Powys Strata Management Pty Ltd was hereunto affixed by authority of the Board of Directors in the presence of:

Monteath & Powys Strata Management Pty Limited A.C.N. 070 795 667 Common Seal

.....
Director

.....
Secretary

REGISTERED 9.8.2001

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP270158

Plan of Subdivision of Lots 75 to 80 DP 270158
and Easement over Lot 67 DP 270158
Covered by Subdivision Certificate No. 14/2002/1359/1

Full name and address of proprietor of Land:

Yorrick Pty Limited
ACN 008 645 645
1 Kent Street
SYDNEY NSW 2000

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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 for Vineyard Maintenance variable width	81, 84, 85, 88 and 93	Lot 1 DP 270158
2.	Easement for Vineyard Maintenance 25 wide	89, 90	Lot 1 DP 270158
3.	Right of Carriageway 3 and 2 wide	89 90 91 92	90 89, 91, 92, 93 89, 90, 92, 93 89, 90, 91, 93
4.	Right of Carriageway 2.5 wide and variable	84 82 83 86 87 88	83 81, 83, 84 81, 82, 84 85, 87, 88 85, 86, 88 87
5.	Easement for Access 2.5 wide and variable	82, 83, 84	Lot 1 DP 270158
6.	Easement for Services 3 and 2 wide	89 90 91 92	90 89, 91, 92, 93 89, 90, 92, 93 89, 90, 91, 93

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Plan of Subdivision of Lots 75 to 80 DP 270158
and Easement over Lot 67 DP 270158
Covered by Certificate No.

7.	Easement for Services 2.5 wide and variable	84 82 83 86 87 88	83 81, 83, 84 81, 82, 84 85, 87, 88 85, 86, 88 87
8.	Easement for Access and Services 3 and 8 wide	Lot 67 DP 270158	Lot 1 DP 270158
9.	Easement for Drainage of Water over existing line of pipe	82 83 84 85 86 87 88 89 90 91 92	81 81, 82 81, 82, 83 81 to 84 inclusive 81 to 85 inclusive 81 to 86 inclusive 81 to 87 inclusive 90 to 93 inclusive and Lots 74 DP 270158 91, 92, 93 and Lot 74 DP 270158 92, 93 and Lot 74 DP 270158 91, 93 and Lot 74 DP 270158
10.	Easement to Drain Sewage over existing line of pipe	82 85 86 87 89 90 91 92	81 84 83, 84, 85 83, 84, 85, 86, 88 90 to 93 inclusive and Lots 74 DP 270158 91, 92, 93 and Lot 74 DP 270158 92, 93 and Lot 74 DP 270158 91, 93 and Lot 74 DP 270158
11.	Easement for Landscaping 10 Wide	82, 83, 86, 87	Lot 1 DP 270158
12.	Easement for water supply over existing line of pipe.	81 to 88 inclusive	Lot 1 DP 270158

9.

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Plan of Subdivision of Lots 75 to 80 DP 270158
and Easement over Lot 67 DP 270158
Covered by Certificate No.

Part 1A (Release)

Number of Item shown in the intention panel on the plan	Identity of easement of profit a prendre 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 Landscaping 10 Wide and variable (DP 270158) Doc. 2	Lot 78, 79, 80 DP 270158	Lot 1 DP 270158
2.	Easement for Vineyard Maintenance ~~Easement~~ variable width (DP 270158) Doc. 2	Lots 75, 76, 77, 78, 79 and 80 DP 270158	Lot 1 DP 270158
3.	Easement for Access and services 5 wide (DP 270158) Doc. 2	Lot 78 DP 270158	Lot 1 DP 270158
4.	Right of Carriageway 2.5 wide and variable (DP 270158) Doc. 2	Lot 80 DP 270158 Lot 79 DP 270158	Lot 79 DP 270158 Lot 80 DP 270158
5.	Easement for Access 3.5, 2.5 wide and variable (DP 270158) Doc. 2	Lots 79 and 80 DP 270158	Lot 1 DP 270158
6.	Easement for Services 3.5, 2.5 wide and variable (DP 270158) Doc. 2	Lot 79 DP 270158 Lot 80 DP 270158	Lot 80 DP 270158 Lot 79 DP 270158
7.	Easement for Access and Services 2.5 and 8 wide (DP 270158) Doc. 2	Lot 67 DP 270158	Lot 1 DP 270158

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Plan of Subdivision of Lots 75 to 80 DP 270158
and Easement over Lot 67 DP 270158
Covered by Certificate No.

Part 2 (Terms)

1. **Terms of easement, profit a prendre, restrictions, or positive covenant firstly and secondly referred to in the plan:**

1.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

a) by any reasonable means enter onto and pass across the lot burdened for the purposes of maintenance of vines and olive trees growing thereon including without limitation, pruning, trellising and replacement of dead or dying vines and olive trees, eradication of pests, weeds or noxious plants, spraying vines and olive trees, harvesting the grapes and olives, soil testing and fertilisation, irrigation or for any other reasonable purpose associated with a vineyard or olive tree plantation.

1.2 In exercising the rights referred to in paragraph 1.1 the Community Association benefited shall:

a) ensure all work is done properly;

b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall ,as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to a such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld);

1.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

1.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licenses and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

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Plan of Subdivision of Lots 75 to 80 DP 270158
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1.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

2 **Terms of easement, profit a prendre, restrictions, or positive covenant fifthly referred to in the plan:**

2.1 The Community Association (and its officers, employees, agents and contractors) may:

a) by any reasonable means to go pass and repass at all times for the purpose of gaining access to the Vineyard Areas (as defined in the Community Management Statement over the land herein indicated as the servient treatment.

2.2 In exercising its rights referred to in paragraph 2.1 the Community Association shall:

a) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage cause by the Community Association to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld); and

2.3 The Community Association does not have to give any notice to the owner of occupier of any lot burdened before exercising any rights under the easement.

2.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officer, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officer, employees, assigns, licensees or lessees.

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Plan of Subdivision of Lots 75 to 80 DP 270158
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2.5 The Community Association shall indemnify and keep indemnify the owner of the lot burdened from all actions (whether in tort or otherwise) suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted tot eh Community Associated by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

3. **Terms of easement, profit a prendre, restrictions, or positive covenant sixthly and seventhly referred to in the plan:**

3.1 The owners of the lot benefited (and its officers, employees, agents and contractors) may:

a) use the lot burdened to provide services to or from each lot benefited but only with in the site of this easement as shown on the plan; and

b) do anything reasonably necessary to ensure that the Permitted purpose may be carried out within the site of this easement, including:

- entering onto the lot burdened; and
- taking anything onto the lot burdened; and
- carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, pump stations, structures and equipment.

3.2 In exercising those powers, the owners of the lots benefited must:

a) ensure all work is done properly; and

b) not impede access to others or traffic flow within the site of this easement and shall ensure that any vehicles brought onto the site of this easement are not left stationary so as to impede such access or traffic flow; and

c) ensure that if the proprietor of the lot benefited and is officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the proprietor of the lot benefited shall, as soon as practical after such damages are occasioned, rectify the damage caused by the proprietor of the lot benefited tot the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restores to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld).

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3.3 The proprietor of the lot benefited shall ensure that all work under this easement is conducted in a proper and workman like manner.

3.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent cause or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

3.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising our of the rights granted to the proprietor of the lot benefited by this easement (including but not limited to the conduct of the Works) other that to the extent cause or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

4. **Terms of easement, profit a prendre, restrictions, or positive covenant eighthly referred to in the plan:**

4.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

a) by any reasonable means enter onto and pass across the lot burdened for the purposes of the maintenance of the lot burdened including without limitation making and maintaining a working trail. Mowing and slashing, weeding, fertilizing and spraying, tree loping and trimming, replacement of dying and dead plants, shrubs and trees and irrigation and for any other purposes incidental to the foregoing.

4.2 In exercising the rights referred to in paragraph 4.1 the Community Association shall:

a) ensure all work in done properly;

b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it are restored to the same specification, performance and quality as previously existed, or where that is not possible, to such lesser standard as shall be approved by the proprietor of the lot burdened (such approval not to be unreasonably withheld).

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4.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

4.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees or lessees.

4.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licenses or lessees.

5. Terms of easement, profit a prendre, restrictions, or positive covenant eleventhly referred to in the plan.

5.1 The registered proprietor of Lot 1 (in this instrument called "the Community Association" and its officers, employees, agents and contractors) may:

a) by any reasonable means enter onto and pass across the lot burdened for the purposes of the maintenance of the lot burdened including without limitation making and maintaining a working trail, mowing and slashing, weeding, fertilizing and spraying, tree lopping and trimming, replacement of dying and dead plants, shrubs and trees and irrigation and for any other purposes incidental to the foregoing.

5.2 In exercising the rights referred to in paragraph 5.1 the Community Association shall:

a) ensure all work in done properly;

b) ensure that if the Community Association and its officers, employees, agents and contractors, in exercise of any of the rights set out in this easement cause damage to any lot burdened or the improvements erected thereon, the Community Association shall, as soon as practical after such damage is occasioned, rectify the damage caused by the Community Association to the lot burdened and the improvements erected on it are

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restored to the same specification, performance and quality as previously existed, or where that is not possible, the such lesser standard as shall be approved by the proprietor of the lot burdened (such a approval not to be unreasonably withheld); and

5.3 The Community Association does not have to give any notice to the owner or occupier of any lot burdened before exercising any rights under the easement.

5.4 Any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Community Association releases the owner of the lot burdened and its constructors, representatives, officers, employees, assigns, licensees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representative, officers, employees, assigns, licensees or lessees.

5.5 The Community Association shall indemnify and keep indemnified the owner of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the owner of the lot burdened or payable or suffered by the owner of the lot burdened arising out of the rights granted to the Community Association by this easement other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened, its contractors, representatives, officers, employees, assigns, licenses or lessees.

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and Easement over Lot 67 DP 270158
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DP270158

THE COMMON SEAL of YORRICK PTY LIMITED ACN 008 645 645 was affixed in the presence of, and the sealing is witnessed by:

STEWART FRASER EWEN

Sole ~~Secretary~~ Director /Secretary
Name (printed): Name (printed):

Witness
Name (printed):
DAVID R. CHANDLER

YORRICK PTY. LIMITED A.C.N. 008 645 645
Common Seal

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Approved Form 21

COMMUNITY LAND DEVELOPMENT ACT 1989

**CERTIFICATE OF COMMUNITY/
PRRECINCT/NEIGHBOURHOOD ASSOCIATION**

COMMUNITY ASSOCIATION D.P. NO. 270158 CERTIFIES THAT IT HAS, BY UNANIMOUS RESOLUTION, CONSENTED TO THE RELEASE AND CREATION OF THE EASEMENTS BENEFITTING LOT 1 D.P. NO. 270158

Approved Form 25

COMMUNITY LAND DEVELOPMENT ACT 1989

**CERTIFICATE REGARDING OUTSTANDING INTERESTS
AND BY-LAWS**

COMMUNITY ASSOCIATION D.P. NO. 270158 HEREBY CERTIFIES THAT IN RESPECT OF THE COMMUNITY PROPERTY CONTAINED HEREIN:

a) ALL INTERESTS OF WHICH WE HAVE NOTICE (OTHER THAN STATUTORY INTERESTS OR INTERESTS RECORDED IN THE REGISTERS HAVE BEEN RELEASED; AND

b) ANY BY-LAW RESTRICTING THE USE OF THE COMMUNITY PROPERTY NO LONGER AFFECTS THE INTEREST PASSING HEREIN.

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The common seal of Community Association DP No. 270158 was hereto affixed on 11-11-2003 in the presence of Monteath & Powys Strata Management Pty Limited being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

The common seal of Monteath & Powys Strata Management Pty Limited was hereunto affixed by authority of the Board of Directors in the presence of:

Monteath & Powys Strata Management Pty Limited
A.C.N.
070 795 667
Common
Seal

.....
Director

.....
Secretary

DRAFT

REGISTERED 19-12-2003

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DP270158 M

DP270158

MANAGEMENT STATEMENT

AMENDED AND REVISED (AH911041)

KELMAN VINEYARD ESTATE COMMUNITY MANAGEMENT STATEMENT

DRAFT

THIS MANAGEMENT STATEMENT REPLACES

THE ORIGINAL REGISTERED ON 27/04/1998

WHICH IS NOW FILED WITH

DEPARTMENTAL DEALING AH982067

REGISTERED 29.08.2013

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DP270158

DATE 22 JUNE 2013

COMMUNITY MANAGEMENT STATEMENT

FOR

KELMAN VINEYARD ESTATE

LOT 2251 IN DEPOSITED PLAN 872006

2 OAKEY CREEK ROAD

POKOLBIN

DRAFT

KELMAN VINEYARD COMMUNITY ASSOCIATION

DP270158

PRIVATE BAG 2065

POKOLBIN NSW 2320

02 4991 5456

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

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FORM 28

COMMUNITY LAND DEVELOPMENT ACT, 1989

COMMUNITY LAND MANAGEMENT ACT, 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this Management Statement are binding on the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Lot.

This Management Statement should be read with reference to Part 6.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

By-Law 1: Architectural and Landscape Design Guidelines

1.1 The Architectural and Landscape Design Guidelines (Part 7) form part of this Management Statement and are binding on:-
(a) The Community Association;
(b) Each proprietor or occupier of a Lot;
(c) Each mortgagee in possession of a Lot; and
(d) Each lessee of a Lot.

1.2 The Community Association may from time to time add to or alter the Architectural and Landscape Design Guidelines by special resolution.

1.3 The Community Association and its Managing Agent must keep available an up to date copy of the Architectural and Landscape Design Guidelines and allow Lot proprietors to view them at a time and place convenient to both parties. This may be done via electronic communication.

1.4 Lot proprietors may request copies of the latest Architectural and Landscape Design Guidelines from the Community Association or its Managing Agent. Lot proprietors must pay the cost of producing such copies. Copies may be provided by electronic communication.

By-Law 2: New Constructions and Building Modifications

2.1 (a) No Lot can be used other than as a residence or for bed and breakfast accommodation; and
(b) No Lot can be occupied until all buildings erected thereon have been constructed in conformity with the requirements of the Council, any other relevant authority and these By-Laws.

2.2 No New Construction or Building Modification shall be constructed other than in conformity with the Architectural and Landscape Design Guidelines applicable at the time.

2.3 No Building Modification or New Construction may commence or take place until the plans and specifications for it have been approved by the Executive Committee. Such plans and specifications are to be in the format required to be submitted to Council for approval of the proposed construction.

2.4 The approval or disapproval by the Executive Committee of plans and specifications must be made solely on the matters set out in:
(a) the By-Laws; and
(b) Architectural and Landscape Design Guidelines in force at the time of its decision.

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2.5 To the extent that any provisions of the Architectural and Landscape Design Guidelines cannot be reasonably complied with, the Executive Committee, may, at its absolute discretion, permit a variation in the following circumstances:
(a) the variation is of a minor nature; and
(b) the objectives and aims of the Architectural and Landscape Design Guidelines are not compromised.

2.6 Approval of any plans and specifications does not constitute an approval allowing construction to commence. Individual Lot owners must obtain approval/s from all relevant authorities including Council prior to construction commencing.

2.7 The Executive Committee may impose conditions on its approval of plans and specifications.

2.8 The Executive Committee must, within 30 days after receipt of all information required by it to make a decision, deliver to the applicant its written decision.

2.9 Plans and specifications submitted under this By-Law 2 will be deemed to be approved by the Executive Committee, unless a written disapproval has been delivered to the applicant within 30 days after the receipt of the plans and specifications.

2.10 A decision made by the Executive Committee is binding on the applicant.

2.11 The Executive Committee may in exercising its powers and performing its functions pursuant to By-Law 2 seek and rely on the advice of any applicable consultant.

2.12 The Executive Committee must ensure that:
(a) minutes of its meetings; and
(b) records of its decisions
in respect to the matters the subject of this By-Law 2 are properly kept and retained with the records (and for the prescribed period) referred to in Clause 9 Schedule 1 of the Management Act.

2.13 The Community Association may give a notice to the proprietor or occupier of a Lot requiring compliance with the terms of this By-Law 2. If the recipient of a notice fails to comply with the notice the provisions of By-Law 22 shall apply.

2.14 (a) The development of two dwellings on one allotment of land, but not the further subdivision of that allotment under Torrens or Strata Title legislation, is permitted within the Kelman Vineyard Estate subject to the following controls:

For the purposes of approval, one dwelling shall be nominated by the owner as being the 'main dwelling' and the other shall be nominated as the 'second dwelling'.

Owners are encouraged to provide the Executive Committee with a 'master plan' of all future development on the Lot if future construction of a 'second dwelling' might be contemplated.

(b) A maximum 35% of the Designated Building Area of an allotment may be occupied by the enclosed floor area of a single building or multiple buildings

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developed as the 'main dwelling' and a 'second dwelling'. The term 'building' includes covered car spaces and verandahs, but does not include balconies, decks or the like that may be partially covered by a roof or pergola.

The top of the roof ridge of a single dwelling or multiple buildings on an allotment must not be more than 8.5 metres above the natural ground level. The enclosed area of single or multiple buildings on an allotment must not project outside an envelope created by a 45 degree line projected from a point 1 metre above the property boundary or 2 metres above a line of vineyard planting.

(c) The enclosed floor area of a 'second dwelling' may be no more than 60% of the enclosed floor area of the 'main dwelling' or 150 square metres, whichever is the lesser. Calculations demonstrating compliance with this requirement are to be submitted to the Executive Committee.

A 'second dwelling' shall contain no more than two bedrooms and spaces designated as living, dining, kitchen, laundry, bathroom and / or ensuite bathroom. Spaces designated as 'study' or spaces without a designation and considered by the Executive Committee to be capable of use as additional bedrooms within a 'second dwelling' are not permitted.

(d) In order to reduce the amount of paved surfaces within Kelman Vineyard Estate, the number of car parking spaces for a 'main dwelling' and a 'second dwelling' will be limited. The maximum number that will be approved shall be determined by reference to the table below:

Main dwelling
- Up to 3 bedrooms — 1 covered and 2 open spaces
- 4 bedrooms — 2 covered and 2 open spaces
- 5 or more bedrooms — 2 covered and 3 open spaces

Second dwelling
- Up to 2 bedrooms — 1 covered and 1 open space

(e) A 'second dwelling' may be under the same roof as the 'main dwelling' or as a separate structure providing its architectural character and detail is consistent with that of the 'main dwelling' and it is physically linked by way of a verandah, covered way or a pergola to the 'main dwelling'.

(f) The landscaping around a 'second dwelling' must be consistent with landscaping around the 'main dwelling' and completed at the same time.

By-Law 3: New Constructions

3.1 There is no compulsion for any proprietor of a Lot to commence construction within any set time limits after purchase of their Lot.

3.2 A new dwelling or other improvement (excluding fences) must only be constructed upon the Designated Building Area of each Lot and within the Building Envelope for each Lot.

3.3 Any construction of a new dwelling, alterations to existing dwelling or alterations to the landscaping must be completed within twelve months of commencing the works.

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3.4 Vacant Lots must be kept clean and tidy at the Lot proprietor's expense.

3.5 If in the opinion of the Community Association a vacant Lot is in an untidy condition the Community Association shall deliver a notice to the proprietor of the Lot with instructions to carry out such rectification works as the Community Association shall direct.

3.6 If the proprietor of the Lot fails to make such rectification work as the Community Association shall direct within 14 days of the issue of such notice the Community Association may undertake such work itself and the Lot proprietor will be responsible for all costs incurred.

By-Law 4: Association Property

4.1 The proprietor or occupier of a Lot must not:
(a) damage Community Property; or
(b) without the prior consent of the Community Association interfere with or obstruct the use of Community Property.

4.2 The proprietor of occupier of a Lot must not, except with the approval of the Community Association, use any part of Community Property for their own purposes, unless they are doing so in accordance with these By-Laws.

4.3 The proprietor or occupier of a Lot must promptly give notice to the Community Association of any damage to or defect in Community Property of which they become aware.

4.4 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, undertake any construction, attach any fixtures or notices thereto or alter Community Property.

By-Law 5: Inappropriate use of or Inappropriate Behaviour on Community Property

5.1 The proprietor of occupier of a Lot must not use any item on Community Property for a purpose other than that for which it was constructed or provided.

5.2 The proprietor of occupier of a Lot must conduct themselves in a reasonable, quiet and sober fashion whilst on Community Property.

By-Law 6: Signage

6.1 The proprietor or occupier of a Lot must not erect any signs without the approval of the Community Association.

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By-Law 7: Maintenance of Lot

7.1 The proprietor or occupier of a Lot, must keep their Lot including the exterior of the building on the Lot, clean and tidy and in good repair and condition.

7.2 The proprietor or occupier of a Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association and in conformity with the Architectural and Landscape Design Guidelines.

7.3 The Community Association may give notice to the proprietor or occupier of a Lot requiring compliance with the terms of this By-Law 7. If the recipient of the notice fails to comply with the notice the provisions of By-Law 22 shall apply.

7.4 The obligation of the proprietor or occupier of a Lot pursuant to this By-Law 7 is subject to the obligations of the Community Association in relation to the Vineyard Areas and the Landscaped Areas as set out in By-Laws 39, 40 and 41.

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PART 2

RESTRICTED COMMUNITY PROPERTY

Removed after the expiry of the Initial Period

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PART 3

MANDATORY MATTERS

By-Law 8: Community Property

8.1 The Community Property comprises:
- (a) The Open Access Ways;
- (b) The Gate House;
- (c) The Community Facilities and Open Space Areas;
- (d) The Storage Areas; and
- (e) The Sewerage System Areas.

By-Law 9: Use of Community Property

9.1 Proprietors or occupiers of Lots are not permitted to use or enter upon the Storage Areas or the Sewerage System Areas.

9.2 The Gate House, the Community Facilities and Open Space Areas and the Open Access Ways are available for use by:
- (a) the proprietors and occupiers of Lots; and
- (b) Authorised Persons.

9.3 The Open Access Ways are available for use by members of the general public.

9.4 The following conditions apply to the use of:
- (a) The Open Access Ways
  - (i) motor vehicles must not be driven in a manner that is dangerous or creates a nuisance to other motorists, pedestrians or proprietors or occupiers of any Lot;
  - (ii) motorists must obey the applicable laws in force for the time being with respect to the use and operation of motor vehicles on public roads and highways;
  - (iii) motor vehicles must not be parked on the Open Access Ways except in areas specially designated as "car parking areas".
- (b) The Community Facilities and Open Space Areas
  - (i) may be used for tennis, picnics, walking, jogging and other similar recreational activities;
  - (ii) motor vehicles, bicycles, carts or other forms of transport may not be used;
  - (iii) the use and play on the Tennis Courts is subject to the control of the Executive Committee.
  - (iv) persons using the Community Facilities and Open Space Areas must conduct themselves in a proper and orderly manner and must not create a nuisance or disturbance to other users or the proprietors or occupiers of any Lot.
- (c) The Gate House
  - (i) that part of the gate House situated on the southern side of the entrance to the Community Parcel will be used principally as the residence of the caretaker and Lot proprietors or occupiers are not permitted to enter upon such residence without the prior approval of the Executive Committee;

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(ii) that part of the Gate House situated on the northern side of the entrance to the Community Parcel shall be used for the following purposes:
  (A) as a meeting room for the Community Association and the Executive Committee,
  (B) for the storage of wine, and
  (C) as an office;

(iii) proprietors or occupiers of Lots may only enter the Gate House situated on the northern side of the entrance to the Community Parcel as authorised by the Executive Committee

.

9.5 The Community Association is responsible for the control, management, operation and maintenance of the Community Property.

9.6 The Community Association must impose contributions on Lot proprietors for the control, management, operation, maintenance and repair of the Community Property.

9.7 The Executive Committee may from time to time amend the conditions attaching to the use of Community Property as set out in By-Law 9.4.

By-Law 10: Fencing and Landscaped Areas

10.1 A proprietor or occupier of a Lot must, prior to erecting a fence, obtain the consent of the Executive Committee and must ensure that the fence complies with the Fencing Requirements.

10.2 By-Law 10.1 does not apply to fencing on Community Property.

10.3 Where any fencing has been constructed around or over any Lot by the Community Association the proprietor or occupier of that Lot must not remove such fencing and (subject to By-Law 10.4) must maintain such fencing in good repair.

10.4 Where any security fencing around the perimeter of the Community Parcel has been constructed on a Lot by the Community Association then the Community Association shall be responsible for the maintenance and repair of such fencing.

10.5 A proprietor or occupier of a Lot must not erect any fencing on any part of his Lot which is subject to the Vineyard Maintenance Easement or the Landscape Easement.

By-Law 11: Garbage

11.1 The Community Association must provide an adequate service for the collection and disposal of garbage from all Lots and from the Community Property.

11.2 The Community Association must ensure that:
(a) garbage bins are provided on the Community Property;
(b) all garbage from the Community Property is deposited into the garbage bins so provided; and
(c) the garbage bin areas are kept clean and tidy.

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11.3 The Community Association will determine from time to time the contractor to collect garbage from the Community Parcel. An agreement currently exists with Council to provide the service required under By-Law 11.1.

11.4 The Community Association and proprietors or occupiers of Lots must respectively ensure that garbage from the garbage bins on Community Property and their Lots are made available for collection by the contractor nominated by the Community Association in accordance with Council's by-laws and ordinances relating to the disposal of garbage.

11.5 The proprietor or occupier of a Lot must:
(a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours; and
(b) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.

11.6 The proprietor or occupier of a Lot is responsible:
(a) to ensure that garbage is made available for collection as specified from time to time by the Community Association in accordance with the Rules and Council's by-laws and ordinances relating to the disposal of garbage; and
(b) to ensure that their garbage bin is promptly removed from the road after collection of the garbage.

By-Law 12: Services

12.1 The Management Statement includes a Prescribed Diagram in respect of the following Services:
(a) security;
(b) telecommunications;
(c) electricity;
(d) water;
(e) sewerage;
(f) stormwater; and
(g) gas.

12.2 The Community Association will maintain and repair (or procure the maintenance and repair of) all the Service Lines.

12.3 Statutory easements will be created (where appropriate) with respect to the Service Lines.

12.4 Where any Service is not provided by a statutory authority the Community Association shall be responsible for providing and maintaining such Service.

12.5 Where any Service is provided by the Community Association appropriate easements will be created with respect to the Service Lines relating to such Services.

SEE AM756972 BY-LAW 12.6 REPEALED AND REPLACED, NEW BY-LAWS 12.7 TO 12.12 ADDED SEE ANNEXURE 'D'.

~~12.6 Water services are supplied by Hunter Water Corporation to the boundary of~~ Lot 1 (which is owned by the Community ~~Association~~). The Community Association is ~~responsible for the~~ provision and maintenance of the internal ~~water services and payment of Hunter Water Corporation accounts.~~

16.10.2017

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By-Law 13: Insurance

13.1 The Community Association must review on an annual basis all insurances effected by it and the need for new or additional insurances.

13.2 Notice of an Annual General Meeting must:
(a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
(b) include at least once every five years a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.

13.3 The Community Association must effect new insurances should circumstances change with regard to Community Property and the Vineyard Areas.

13.4 A Lot proprietor or occupier must not do anything to adversely affect insurances effected by the Community Association.

By-Law 14: Executive Committee proceedings

14.1 The Executive Committee of the Community Association must be established in accordance with Division 2 of Part 2 of the Management Act.

14.2 The Executive Committee must fix a notice board to some prominent part of the Community Property.

14.3 The Executive Committee may subject to By-Laws 14.8 and 14.9 meet together for the conduct of business and regulate its meetings as necessary.

14.4 The Secretary or the member of the Executive Committee who convenes a meeting must no less than 24 hours immediately before the Executive Committee holds a meeting, give notice to all proprietors of the intention to hold the meeting and the proper agenda for the meeting. This may be done via electronic communication.

14.5 The agenda for a meeting must include details of all business to be dealt with at the meeting.

14.6 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

14.7 Meetings must be held within a radius of 10 kilometres from the Community Parcel.

14.8 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than one third of the members of the Executive Committee, convene a meeting within 14 days of the making of the request.

14.9 Where:
(a) By-Law 14.4 has been complied with in relation to a meeting;
(b) each member of the Executive Committee, or their substitute, has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
(c) the resolution has been approved in writing by a majority or members of the Executive Committee;

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then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it has been passed at a duly convened meeting of the Executive Committee even though the meeting was not held. Such notices, motions and resolutions may be served and approved via electronic communication.

14.10 A proprietor of a Lot or their nominee may attend a meeting but not address the meeting unless authorised by a majority vote of the Executive Committee.

14.11 Minutes must be kept of all meetings of the Executive Committee.

14.12 The Executive Committee must within 7 days after holding a meeting distribute a copy of the minutes of that meeting to all proprietors. This may be done via electronic communication.

14.13 The functions of the Secretary and the Managing Agent include:

(a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
(b) giving on behalf of the Community Association and the Executive Committee notices required to be given under the Management Act;
(c) maintaining the Community Association roll;
(d) supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act.
(e) answering communications addressed to the Community Association or the Executive Committee;
(f) convening meetings of the Executive Committee and the Community Association;
(g) performing administrative or secretarial functions on behalf of the Community Association; and
(h) keeping records under Part 3 of Schedule 1 of the Management Act.

14.14 The functions of the Treasurer and the Managing Agent include:

(a) the functions set out in Section 36(1) and (2) of the Management Act;
(b) notifying proprietors of Lots of any contributions levied under the Management Act;
(c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
(d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 to the Management Act;
(e) notifying proprietors of Lots of any contributions levied under the Management Statement and collecting such contributions.

14.15 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

(a) conduct investigations;
(b) perform duties and functions on behalf of the Executive Committee.

14.16 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for out of pocket expenses incurred by them in the performance of their functions, provided those expenses are considered reasonable by the Executive Committee.

14.17 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Executive Committee except in the case of a fraud or wilful misconduct on the part of that member.

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PART 4

OPTIONAL MATTERS

By-Law 15: Restrictions on Parking

15.1 A proprietor or occupier of a Lot must not park a vehicle on the Community Parcel except on an area of the Community Parcel designated by the Community Association from time to time as being an area where a vehicle may be parked by a proprietor or occupier of a Lot.

15.2 A proprietor or occupier of a Lot must not park a boat or a trailer on the Community Parcel except on the Community Parcel designated by the Community Association from time to time as being an area where a boat or trailer may be parked by a proprietor or occupier of a Lot.

15.3 Except for the purposes of delivery of furniture or household items or a New Construction or Building Modification a proprietor or occupier of a Lot must not permit any vehicle in excess of 2 tonnes on the Community Parcel.

By-Law 16: Security Keys

16.1 The Community Association may restrict access to any part of the Community Property by means of Security Keys.

16.2 The Community Association may make Security Keys available to proprietors and occupiers of Lots and persons authorised by the Community Association.

16.3 A person to whom a Security Key is made available must:
(a) not duplicate or copy the Security Key;
(b) immediately notify the Community Association if the Security Key is lost or misplaced;
(c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16.4 The Community Association may charge a reasonable fee for any additional or replacement Security Key.

By-Law 17: Community Association's Right to Enter into Contracts

17.1 The Community Association may contract with persons to:
(a) provide management and maintenance and other services in connection with Community Property;
(b) provide services to proprietors or occupiers of Lots.

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By-Law 18: Private Services

18.1 The Community Association may:
(a) arrange for the installation and maintenance of Service Lines for the provision of Private Services;
(b) contract with persons to monitor or provide Private Services.

18.2 The proprietor or occupier of a Lot must not:
(a) carry out any works which interfere with Services;
(b) carry out any works which interfere with Services except with approval of the Community Association;
(c) obstruct access to, overload or damage Services.

If a proprietor or occupier of a Lot becomes aware or damage to or the defective operation of Services they must immediately give notice to the Community Association of that damage or defective operation.

By-Law 19: Community Association's Right to Maintain Services

19.1 Subject to Section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, replace or improve Private Services subject to reasonable notice being given to the proprietor or occupier of the Lot.

19.2 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

By-Law 20: Control of Lessees and Licensees

A proprietor whose Lot is the subject of a lease must provide the lessee with a copy of this Management Statement and ensure that the lessee complies with the By-Laws contained therein.

By-Law 21: Proprietor and Occupier Responsible for Others

A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person on that Lot complies with the By-Laws of this Management Statement.

By-Law 22: Community Association's Right of Rectification

22.1 The Community Association may remedy anything on a Lot or relating to the obligations of a proprietor or occupier of a Lot pursuant to any By-Law, that should have been carried out by a proprietor or occupier of the Lot but has not been carried out.

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22.2 If the Community Association exercises its right under By-Law 22.1 then the Community Association and persons authorised by it may enter the Lot and remain there for as long as is necessary and at the cost of the proprietor or occupier of the Lot.

22.3 The Community Association may enter and remain on a Lot under By-Law 22.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Community Association stating its intention to so enter.

~~By-Law 23: Community Association's Right to Recover Money~~

SEE AM756972 BY-LAW 23 REPEALED AND REPLACED SEE ANNEXURE 'D'.

The Community Association ~~may recover~~ any money owing to it under the By-Laws ~~as a debt.~~

16.10.2017

By-Law 24: Trading Activities

24.1 (a) The Community Association may, for the purposes of exercising and performing its function, carry on a business as a wine and olive producer. Wine may be produced from grapes grown on the vineyard and grapes sourced externally, provided the content of the wine produced complies with relevant legislation applicable to New South Wales. Olive derived products may be produced from olives grown on the vineyard or olives sources externally.

(b) The Executive Committee may from time to time determine that product be sourced externally for the production of wine or olive products.

24.2 The Community Association:

(a) must pay into its Administration or its Sinking Fund income derived by it from its business or trading activities;

(b) must estimate how much money it will need to credit to its Administration or its Sinking Fund to meet expenses associated with carrying on the business or trading activities and must make that estimate as the occasion requires at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;

(c) must impose a levy on each member for a contribution to provide the amount estimated under By-Law 24.2(b);

(d) may distribute any net profit derived by it from carrying on its business or trading activities in accordance with Clause 16 of Schedule 1 of the Management Act; and

(e) may distribute wine made from grapes grown on the Vineyard to proprietors of Lots in lieu of the whole or part of any entitlement of that proprietor to net profit referred to in By-Law 24.2(d).

24.3 If the Community Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Administration or Sinking Fund in order to meet the amount of the net loss.

AK850951 BY-LAWS 24.4 REPEALED AND REPLACED. SEE ANNEXURE 'A'

~~24.4 All produce from the Vineyard Areas will remain the property of the Community Association. The Executive Committee shall determine from time to time~~

25.11.2016

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AK850951
BY-LAW 24.4
REPEALED AND
REPLACED.

~~(subject to By-Law 24.5) the respective quantities of wine produced from grapes grown on the Vineyard to be sold or to be distributed to Lot Proprietors.~~

BY-LAW 24.5
REPEALED.
BY-LAW
24.5(a) AND
24.5(b)
ADDED. SEE
ANNEXURE 'A'

~~24.5 The Executive Committee shall annually determine the discount on the retail~~ price of wine (such retail price being determined by the ~~Executive~~ Committee) applicable to owners who do not have arrears of ~~levies~~ or other charges eg. water outstanding in excess of 60 days. ~~Such~~ owners discount is restricted to a maximum of 180 bottles in any financial year, subject to the Chair, Secretary and Treasurer ~~having authority to waive this limit in special circumstances.~~

25.11.2016

24.6 Lot proprietors may enter into arrangements with the Community Association to label wine to the requirements of Lot proprietors provided the Lot proprietors pay any extra costs involved.

~~By-Law 25: Reimbursement of Costs, Charges and Expenses~~

SEE AM756972
BY-LAW 25
REPEALED
SEE ANNEXURE 'D'.

25.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor or occupier.

16.10.2017

25.2 The costs, charges and expenses under By-Law 25.1 include, without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with ~~those events.~~

By-Law 26: Things Done at Proprietor's or Occupier's Costs

Anything which a proprietor or occupier of a Lot is required to do under these By-Laws must be done at the cost of that proprietor or occupier.

By-Law 27: Community Association not Liable for Damage

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or wilful neglect of the Community Association or any employee or agent of the Community Association.

By-Law 28: Interest on Overdue Money

28.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.

28.2 During the period that an amount under By-Law 28.1 remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from

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time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of $100,000.

28.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 28.2.

28.4 Nothing in this By-Law 28 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

By-Law 29: Rules

29.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:

(a) the control, management, operation and use of the Community Property;
(b) the storage, disposal and collection of garbage;
(c) use of waste and lake water; and
(d) the provision and use of Private Services.

29.2 The Community Association may at any time add to or change the Rules. An addition or change to a Rule may not be inconsistent with the Management Act, the Development Act or these By-Laws.

29.3 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot.

By-Law 30: Compliance with Requirements of Authorities

A proprietor or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

By-Law 31: Notices to be Observed

A proprietor or occupier of a Lot must comply with the terms of any notice displayed on Community Property or communicated in writing or electronically by the Community Association, a Service Provider or other relevant authority.

By-Law 32: Instructing Contractors

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so in writing by the Community Association.

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By-Law 33: Certificate

A certificate signed by the Community Association, its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

By-Law 34: Communications with Community Association

Any complaint, notice, request or application to the Community Association must be addressed in writing to the Managing Agent. This may be done by electronic means.

By-Law 35: Communications from Community Association

Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing. This may be done by electronic means.

By-Law 36: Approvals by Community Association

The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

By-Law 37: Availability of By-Laws

A copy of these By-Laws must be made available by the Community Association or the Managing Agent. Lot proprietors must pay the cost of producing such copies. This may be done by electronic means.

By-Law 38: Community Managing Agent

The Community Association may arrange for the appointment of a suitably qualified Managing Agent in accordance with Section 50 of the Management Act. The Community Association has an existing contract with Strata Master Pty Ltd for this purpose.

By-Law 39: Keeping of Animals

39.1 The proprietor or occupier of a Lot must not except with the approval of the Community Association keep an animal (other than a dog, cat or bird) on their Lot.

39.2 The Community Association may impose Rules as to the keeping of animals.

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39.3 Where a proprietor or occupier of a Lot or any person who is on the Community Parcel with his consent (express or implied) brings or keeps an animal on the Lot or any other part of the Community Parcel the proprietor or occupier is:

(a) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the animal; and

(b) responsible for cleaning up after the animal has used any part of another Lot or any part of the Community Parcel.

39.4 The liability and responsibility imposed on the proprietors and occupiers of Lots by By-Law 39.3 exists notwithstanding that a proprietor or occupier has obtained the approval of the Community Association to keep an animal on a Lot or on any other part of the Community Parcel.

By-Law 40: Vineyard Areas

40.1 The Vineyard Areas have been established on part of Lots 2-22, 24-27, 31, 32 and 34-48, 50-56, 63, 65-77, 79 and 80, an olive grove on Lots 57-62 and 67 and a lemon grove on Lots 67 and 68.

40.2 The obligations of the Community Association in relation to the Vineyard Areas are as follows:

(a) maintain all Vineyard Areas (including irrigation system) in good order and condition;

(b) ensure the soil retains its suitability to grow grapes as planted;

(c) replace any dead or dying vines in need of replacement;

(d) eradicate pests, weeds and noxious plants by spraying and / or by such other means as the Community Association may determine;

(e) harvesting the grapes and olives at times appropriate for the harvesting of grapes, olives and lemons;

(f) effect any insurances considered by the Community Association to be appropriate.

40.3 The Community Association may:

(a) process (into wine) the grapes harvested from Vineyard Areas; and

(b) sell the grapes, olives and lemons harvested from Vineyard Areas.

40.4 The Community Association must, as regards wine made from grapes harvested from Vineyard Areas:

(a) bottle and label the wine; and

(b) sell or distribute the wine.

40.5 Property in the grapes and olives harvested and the proceeds of sale of such grapes and olives and wine made by (or on behalf of the Community Association) from such grapes shall belong to the Community Association.

40.6 The Community Association (and its agents, servants and contractors) shall, for the purposes of carrying out its obligations under By-Law 40.2, have the right to pass over the site of any right of way to or from any Lot.

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By-Law 41: Landscaped Areas and Stormwater Detention Basins

41.1 The Community Association must maintain the Landscaped Areas in good order and condition.

41.2 Without limiting the generality of By-Law 41.1 the Community Association shall wherever and whenever appropriate carry out the following to the Landscaped Areas:

(a) mowing and slashing, including mowing, rolling and line marking of Tennis Courts;
(b) weeding;
(c) fertilising and spraying;
(d) tree lopping and trimming;
(e) replacement of dying or dead plants, trees and shrubs; and
(f) irrigation.

41.3 The owners or occupiers of Lots 1, 67 and 78 must not alter the stormwater detention basins respectively situated on Lots 1, 67 & 78. The Community Association shall be responsible, at its own cost, for the maintenance of such stormwater detention basins.

By-Law 42: Walking Trails

42.1 The Community Association may establish walking trails through the Community Property and the Landscaped Areas. The Community Association shall keep such walking trails in good order and condition.

42.2 Without limiting the generality of By-Law 42.1, owners and occupiers of Lots and Authorised Persons shall have the right to use any such walking trails established through the Community Property and the Landscaped Areas.

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STATEMENT CONSENTS and APPROVALS

Dated 22ND day of JUNE 2013

The Common Seal of Kelman Vineyard Community Association DP270158 was affixed in the presence of:

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

.....
Signature of a Member of the Executive Committee

.....
Signature of the Secretary of the Executive Committee

DONALD SARGEANT-TREASURER
Name of a Member of the Executive Committee

RONALD L SPACKMAN
Name of the Secretary of the Executive Committee

CERTIFICATE OF APPROVAL

It is certified:

(a) that the consent authority has approved of the development described in Development Application No. 150/595/63; and
(b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated: 17th July, 2013.

Signed on behalf of Consent Authority:

.....
Name: Gareth Curtis
Position: Group Leader
Built & Natural Environment
for Cessnock City Council

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PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

By-Laws 40, 41 and Parts 5 and 6 of the Management Statement must not be varied, modified or revoked without the approval of Cessnock City Council.

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PART 6

INTERPRETATIONS AND MEANINGS

By-Law 43: Interpretation

43.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"**Annual General Meeting**" means an annual general meeting of the Community Association.

"**Architectural and Landscape Design Guidelines**" means the architectural and landscape standards and guidelines set out in Part 7 and otherwise as prescribed by the Community Association from time to time in respect of the Community Parcel.

"**Authorised Person**" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, or the Community Association.

"**Building Modification**" means any modification, addition, alteration, or exterior colour change made on or to an existing building structure on:

(a) a Lot; or
(b) Community Property;

that impacts on the streetscape of the Community Parcel.

"**Building Envelope**" means that part of a Lot being a three dimensional envelope within which all buildings and other improvements (excluding fences) must be constructed, such envelope being a plane projected at an angle of 45° over the Designated Building Area commencing from a distance of 1 metre above natural ground level at the boundary of the Lot or 2 metres above natural ground level at the boundary of the Vineyard Maintenance Easement (whichever is closer to the Designated Building Area). By way of example reference should be made to Diagram 1 in Part 7.

"**By-Law**" means a by-law included in the Management Statement.

"**Community Association**" means the corporation that:

(a) is constituted by Section 25 of the Development Act on the registration of the Community Plan; and
(b) is established as a community association by Section 7 of the Management Act.

"**Community Facilities and Open Space Areas**" means that part of the Community Property shown on the Concept Plan and designated as Community Facilities and Open Space Areas".

"**Community Facilities Area**" means that part of the Community Property shown on the Concept Plan and designated as "Community Facilities Area".

"**Community Parcel**" means land the subject of a Community Plan.

"**Community Plan**" means deposited plan number DP270158.

"**Community Property**" means Lot 1 in the Community Plan.

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"**Concept Plan**" means the plan of amenities on Community Property contained in Part 8.

"**Council**" means Cessnock City Council.

"**Designated Building Area**" means that part of a Lot within which all buildings and other improvements (excluding fences) must be constructed and being more particularly shown on the Designated Building Area Plan.

"**Designated Building Area Plan**" means the plan showing the Designated Building Area for each Lot contained in Part 9.

"**Development Act**" means the Community Land Development Act 1989 and regulations made under it.

"**Development Activities**" means:

(a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Services;
(b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
(d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
(e) the subdivision of land forming part of the Community Parcel.

"**Executive Committee**" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"**Fencing Requirements**" means the fence style and requirements set out in Clause 7 of Part 7 of these By-Laws.

"**Gate House**" means that part of the Community Property shown on the Concept Plan and designated as "Gate House".

"**General Meeting**" means an annual general meeting or a special general meeting of the Community Association'

"**Landscaped Areas**" means that part of each Lot required by the Council to be landscaped and being that part of each Lot the subject of the Landscape Easement.

"**Landscape Easement**" means the easement for landscape and maintenance described in the Section 88B Instrument and shown on the Community Plan.

"**Lot**" means land that is a lot in the Community Plan that is not Community Property, a public reserve or a drainage reserve.

"**Management Act**" means the Community Land Management Act 1989 and regulations made under it.

"**Management Statement**" means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

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"**Managing Agent**" means an agent appointed under section 50 of the Management Act.

"**New Construction**" means building work that is intended to be carried out on:
(a) a Lot; or
(b) Community Property.

"**Open Access Ways**" means that part of the Community Property shown on the Concept Plan and designated as "Open Access Ways".

"**Prescribed Diagram**" means the diagram relating to the Service Lines with the Community Plan and prescribed in Section 36 of the Development Act.

"**Private Service**" means a service running through or servicing Lots or Community Property which is not a Statutory Service.

"**Rules**" means the rules made under By-Law 29.

"**Sales Activities**" means activities relating to sales of Lots (including auction sales).

"**Secretary**" means the Secretary of the Community Association.

"**Security Key**" means a key, magnetic card or other device used to:
(a) open and close doors, gates, buildings or locks; or
(b) operate alarms, security systems or communications systems.

"**Service**" means a Statutory Service or a Private Service.

"**Service Line**" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated on the Prescribed Diagram.

"**Service Provider**" means, without limitation, Energy Australia, Telstra Corporation Limited, the Hunter Water Corporation, AGL Energy Limited and any authorities or corporations assuming their functions.

"**Sewerage System Areas**" means that part of the Community Property shown on the Concept Plan and designated as "Sewerage System Areas".

"**Sinking Fund**" means the sinking fund referred to in Section 12 Part 4 of Schedule 1 of the Management Act.

"**Statutory Service**" means a service running through or servicing Lots or Community Property provided by a Service Provider.

"**Storage Areas**" means that part of the Community Property shown on the Concept Plan and designated as "Storage Areas".

"**Tennis Courts**" means the tennis courts constructed on the Community Facilities and Open Space Areas.

"**Treasurer**" means the treasurer of the Community Association.

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"**Vineyard Areas**" means that part of each Lot planted with vines or olive trees and established as a vineyard or olive grove and being that part of each Lot the subject of the Vineyard Maintenance Easement.

"**Vineyard Maintenance Easement**" means the easement for vines, olive trees and maintenance described in the Section 88B Instrument and shown on the Community Plan.

43.2 In the By-Laws unless the contrary intention appears:

(a) a reference to an instrument includes any variation or replacement of it;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) the word "person" includes a firm, a body corporate, an association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;

(f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

(g) headings are inserted for convenience and do not affect the interpretation of this Management Statement; and

(h) words and phrases defined in the Development Act or the Management Act shall have the same meaning where used herein.

43.3 Unenforceability of a part or provision of these By-Laws does not affect the enforceability of any part or provision;

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

43.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who services substantially the same purposes or subject of that authority, institute, association, body or officer.

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PART 7

ARCHITECTURAL AND LANDSCAPE DESIGN REQUIREMENTS

1. OBJECTIVES

The Community Parcel has been designed to create a rural living experience which reflects the vibrant vineyard character which is such an important element of the Hunter Valley area in general, and the Pokolbin district in particular.

To this end, the Community Parcel incorporates grapevine and olive tree growing corridors as an integral part of the residential and landscape layout.

These concepts form the basis of the guidelines and standards, the objectives of which are to:

(a) Maintain the rural atmosphere of the locality.
(b) Reinforce the Hunter Valley vineyard concept.
(c) Encourage high quality residential development which is consistent with the above objectives in (a) and (b).
(d) Retain and enhance the natural attributes of the Community Parcel.
(e) Encourage building forms and groupings consistent with rural rather than urban design characteristics.

2. NATURAL FEATURES

Aim: To maintain the natural beauty and features of the area and retain an appropriate ambience within the Community Parcel.

2.1 Natural Contours of Site

To ensure the gently undulating nature of the Community Parcel is maintained, the natural contours of each Lot are to be respected and altered as little as possible. Cut and fill, which may be necessary immediately adjacent to buildings and at tennis courts and pools, is to be kept to a minimum and graded to interrupt contours as little as possible.

2.2 Trees

Individual trees and clusters of trees are located throughout the Community Parcel. These add to the natural character of the area and should be retained wherever possible. Buildings and other improvements should be located so as to avoid existing trees and minimize impact on their root systems. Where the removal of trees is necessary, the extent of trees to be removed should be minimised and where possible, the most mature and healthy specimens retained.

Any trees having a trunk diameter of 400mm or greater must be retained unless within the Designated Building Area. Trees within the Designated Building Area may be removed, although retention is encouraged.

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3. USE, LOCATION AND SIZE OF BUILDINGS

Aim:

(a) To provide space between buildings and setbacks from the Community Property and Vineyard Areas.
(b) To keep a large portion of each Lot free of buildings.
(c) To encourage grouping of structures on each Lot as is characteristic of rural development.
(d) To encourage retention of existing trees on Lots.

3.1 Location

No buildings or improvements (including tennis courts, swimming pools and water storage tanks) are to be located on any Lot other than within the Designated Building Area for that Lot.

The Executive Committee may, at its absolute discretion, permit swimming pools and tennis courts to extend outside the Designated Building Area, but only where such extension does not adversely affect the amenity of adjoining or nearby Lots.

The defining line of the Designated Building Area applies to the external wall face or roof support structure of the building provided that the roof overhang does not exceed 600mm.

Where Designated Building Areas adjoin buildings or other improvements may be constructed to the Lot boundary with the prior written consent of the adjoining Lot owner, if such consent is not obtained, a 3 metre minimum setback will apply.

3.2 The total roof area of all buildings and other improvements on any Lot shall not exceed 35% of the Designated Building Area for that Lot. The total roof area is measured normal to the floor plan and to the outer edge of the eave gutter.

4. BUILDING FORM & DESIGN

Aims:

(a) To maintain the amenity of the site and enhance the quality of its development by encouraging the design and disposition of buildings of a scale and character appropriate to their setting and to the objectives for the Community Parcel.
(b) To discourage or prohibit inappropriate development by clearly defining controls on and standards for development on individual Lots.
(c) To ensure a high standard of quality of design and construction.

4.1 General Character

Building designs should be a contemporary interpretation of traditional Australian rural residential building forms, characterised by a strong relationship between the dwelling, its outbuildings and surrounding land and by transitional zones such as verandahs.

The relationship of the dwelling and its outbuildings is an important contributor to the character of the development.

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4.2 Building Form

Australian rural dwellings are predominantly single storey or have upper levels predominantly incorporated in the roof line. This will be taken to mean no more than 1.5m of external wall shall be permitted in the construction of any upper storey.

The visual impact of upper levels shall be lessened where appropriate by pergolas or verandahs at ground level.

All buildings and above ground improvements on any Lot, excluding fences, must be constructed within the Building Envelope applicable to that Lot. Reference should be made to Diagram 1 within this Part 7.

4.3 Materials and Colours

External wall finishes are to be stone, bagged or rendered masonry, timber, fibre-cement or aluminium in timber profile. Face brickwork is not permitted. Flat fibre-cement sheets may be used in gable ends and eaves linings.

Roofing may be pre-finished or painted corrugated or close-ribbed metal sheet, shingles, cement tiles in slate pattern and colour, slate or fibre-cement laid as shingles.

Windows and external doors are preferred in timber framing. Powder coated aluminium sashes are permitted where the character of the building is strongly established by other elements.

All external colours are to be compatible with surrounding landscape colours. Strongly contrasting colours or reflective surfaces may not be used.

Outbuildings' materials and colours should complement those of the dwelling.

5. OTHER FACILITIES

5.1 Swimming Pools

~~Below ground pools only are permitted, subject to clause 3.1 swimming pools~~ and any structures serving them must be located within the Designated Building Area. The provision of these Guidelines concerning natural contours of the site and fencing also apply to swimming pools.

Where a boundary fence is used as part of the required fencing for a pool, a landscape band of two metres between the fence and the pool paving edge is required.

Pool pumps and filters must be insulated so as to prevent noise disturbance to adjoining and nearby Lots.

SEE AM489688
BY-LAWS 5.1 IN PART 7
REPEALED & REPLACED
SEE ANNEXURE 'C'

5.2 Tennis Courts

Tennis courts are permitted on individual Lots provided they comply with these Guidelines including those concerning natural contours.

Each tennis court must be, subject to clause 3.1, contained within the Designated Building Area and located so that it does not affect the principal outlook of any other Lot.

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Fencing to the tennis court is to be green or black plastic-coated mesh on painted framing. Tennis court lighting is not permitted.

5.3 Water Storage Tanks

The provision of water storage tanks on individual Lots is encouraged to assist in the water efficiency of the Community Parcel. Above ground tanks are to be of painted corrugated galvanised steel and located within the Designated Building Area.

As the tanks are potentially an important visual element of the group of buildings on the Lot, their location should be carefully considered at the design stage to ensure that it does not affect the amenity of nearby and adjoining Lots.

5.4 Clothes Drying & Garbage Holding Areas

These areas may not be located between any building and the road frontage; each must be screened from the Community Property and surrounding Lots by landscaping or other effective screen not less than 1,800mm high in the case of drying areas and 1,200mm high in the case of garbage areas.

5.5 External Lighting

Lighting of outdoor recreational areas, driveways and the like should be carefully considered at the design stage to ensure that it will not adversely affect the amenity of nearby and adjoining Lots.

Flood lights mounted on buildings are generally not an acceptable method of providing external lighting.

5.6 Television Aerials & Satellite Dishes

(a) In the event that the Community Association is able to provide an aerial facility, including connection to all Lots, all dwellings will be required to connect to this facility and no individual roof mounted aerials will be permitted.

(b) In the event that a Community Association aerial is not provided, individual Lot owners are required to locate aerials and / or dishes within roof spaces or on roofs in locations that minimises projections above the highest roof point.

(c) Any television aerial and / or satellite dish erected on the roof of a dwelling or structure must be approved by the Executive Committee prior to erection. In approving any roof mounted installation, the Executive Committee will need to be satisfied that the installation is the least obtrusive in terms of current technology and location on the roof.

5.7 Open Car Parking

The standing of vehicles on Community Property, including the road verge, is not permitted. Vehicles on a Lot which are not parked under cover must not be visible from the Community Property and must stand within the Designated Building Area.

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6. LANDSCAPING

Aims:

(a) To maintain and supplement existing vegetation on the Community Parcel so as to enhance its amenity.
(b) To enhance the quality of the natural environment on individual Lots to ensure adequate privacy between Lots.

6.1 Generally

(a) The establishment and ongoing maintenance of landscaping to any Lot, exclusive of the Vineyard Areas, is the responsibility of individual Lot owners.
(b) Existing trees are to be retained as provided in clause 2.2 and natural site contours are to be respected and maintained consistent with the provisions of clause 2.1.
(c) The Community Association is responsible for the planting and maintaining of landscaping to all road (Open Access Ways) verges being the area between the edge of the road and Lot boundaries.
(d) Clause 7.2(c) requires that, where galvanised mesh fences are permitted, those fences are to be screened by dense planting.
(e) The landscaping proposed for any Lot requires the approval of the Executive Committee.
(f) The Community Association is responsible for the planting and maintaining of landscaping of buffer zones to external boundaries, grassland and landscaping surrounding lakes and Lot boundaries, and Council owned land between the external boundaries of the Community Parcel and the road construction within Mount View and Oakey Creek Roads.

7. FENCING

Aim:

(a) To maintain an open rural character with minimum fencing.
(b) To enhance that fencing types are consistent and appropriate.

7.1 Generally

There is no requirement for any Lot to be fenced. Fencing at the boundary of the Lot with the Open Access Ways is not permitted. Fencing of the right-of-way access to any Lot through the Vineyard Areas is not permitted.

Side and rear boundaries of a Lot may be fenced as described in this clause by agreement with the adjoining Lot owners.

No fences are to be erected within 2 metres of the Vineyard Areas.

7.2 Fencing Types – Lot Perimeter

(a) Hardwood post and rail fencing is preferred.
(b) Hardwood post and wire with star picket is permitted where not visible

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from Community Property or where dense planting of at least the same height as the fence screens it.

(c) Galvanised mesh fences are permitted for security enclosure not exceeding 1,200mm in height where screened from Community Property and adjoining Lots by dense planting of similar height.

(d) Required fencing for swimming pools is to meet regulatory requirements and those outlined in clause 5.1.

7.3 Fencing Types – Internal

Fencing within a Lot for containment of animals or the like may be of brushwood, rendered or bagged masonry or chain-link wire.

7.4 Gates

If a gate is required on a Lot for security, it is to be located:

(a) not closer to the road than the line of the Designated Building Area; or

(b) at the internal end of the right-of-way.

Typical conditions are shown in Diagram 2.

Gates to two Lots served by one right-of-way are to be identical in design.

Gate designs and materials used must be rural in character with details being submitted for approval pursuant to By-Law 2.

7.5 Boundary Posts / Lot Identification

(a) At the junction of each right-of-way with Community Property the Community Association will either burn or affix the relevant Lot number to the Vineyard post closest to the road / right-of-way intersection identifying the Lot at the end of the right-of-way. The Lot owner may affix a name sign under the Lot number where the sign shall be timber and the lettering match the Lot number style.

(b) For Lots having a direct frontage to Community Property the Lot owner may erect one post at the boundary adjacent to the point of entry to the Lot for the purpose of identifying the Lot. The post erected must be unpainted timber, not more than 1,500mm in height. Lot owners may affix a Lot number and timber sign on the post where the numbers and lettering used shall be compatible.

(c) No letterboxes or delivery boxes shall be affixed to boundary identification posts. Letterboxes are available at the Gate House.

Reference should be made to Diagram 2 in Part 7 for examples of the above fencing requirements.

8. COMMUNITY ASSOCIATION APPROVAL OR IMPROVEMENTS PROPOSED

8.1 Prior to any improvements being constructed on any Lot, the Lot owner or his authorised representative shall submit to the Community Association two (2) copies of drawings as follows:

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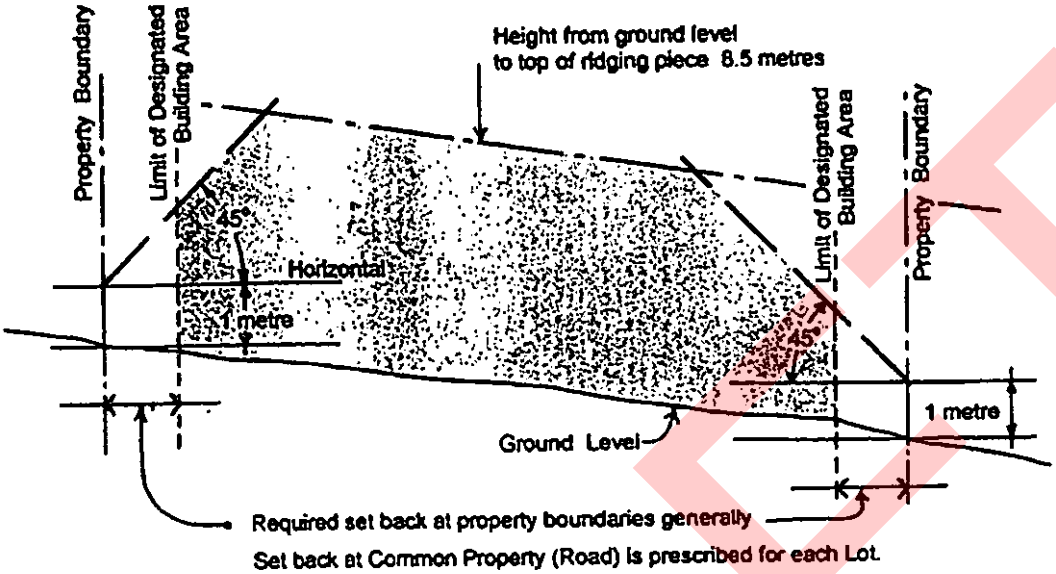

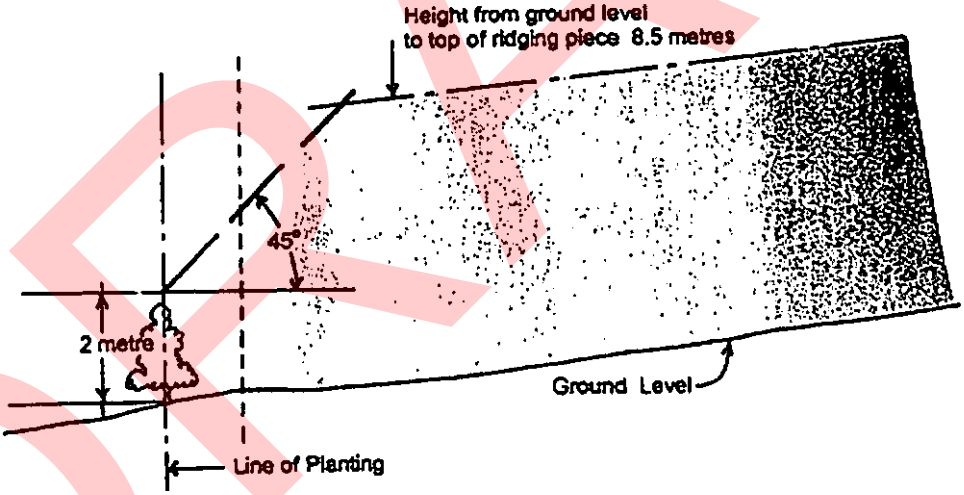

DIAGRAM 1

BUILDING ENVELOPE
Not to Scale

KELMAN VINEYARD

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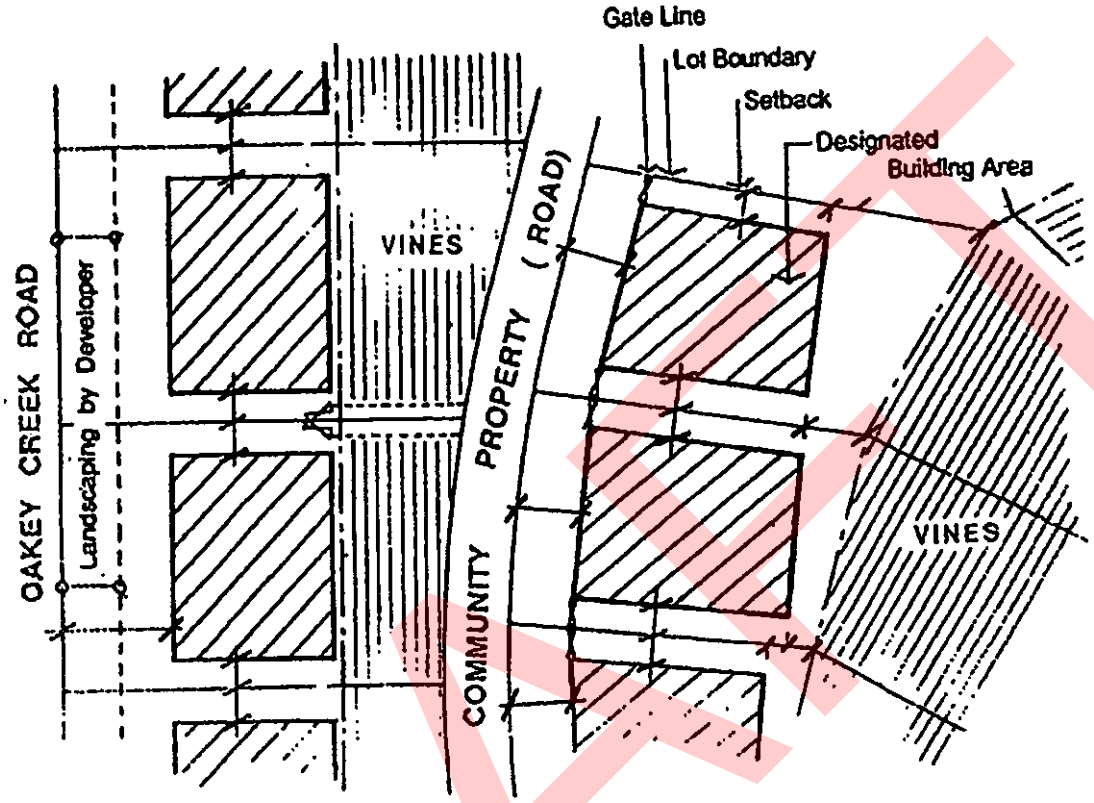

AMENDMENT TO MANAGEMENT STATEMENT
DEALING EXISTING SHEET 59 REPLACED WITH
REPLACEMENT SHEET 59A SEE ANNEXURE "E"

- Designated Building Area. All structures, including swimming pools and tennis courts must fall within this area as defined for each lot.
- Set back dimensions as defined for each boundary of each lot.
- Area of Vines.
- Limit of Vineyard Maintenance Easement. (Vineyard Planting Line)
- Line of Right of Carriageway.

DIAGRAM 1

TYPICAL SET BACKS
DESIGNATED BUILDING AREA

KELMAN VINEYARD

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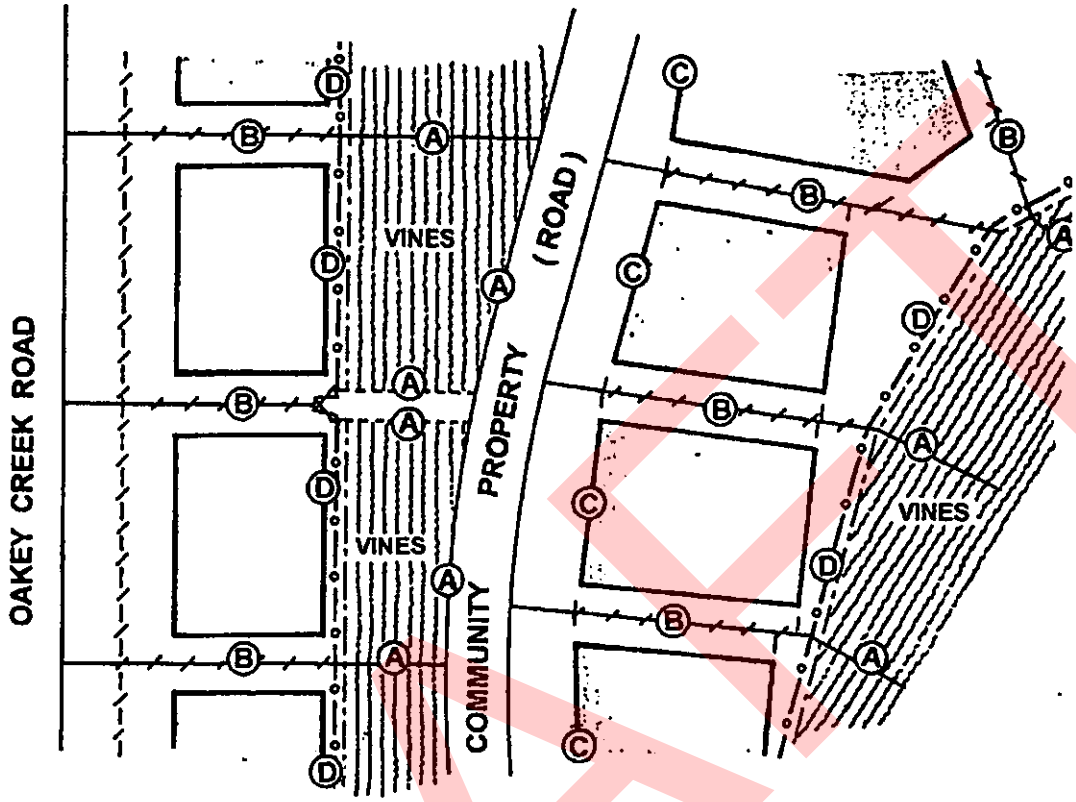

A Road Boundary and Right of Carriageway:

No Fences

B Side and Rear Boundaries:

Fences Permitted -
- Post & Rail
- Post & Wire
- Mesh & Dense Landscaping

C Edge of Designated Building Area facing road

Fences & Gates Permitted -
- Post & Rail

D Line of Vineyard Planting

2000mm clear :
Fences Permitted -
- Post & Rail
- Post & Wire
- Mesh

Designated Building Area

VINES Vineyard Planting Area

DIAGRAM 2

FENCING

KELMAN VINEYARD

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PLAN FORM 5

DP270158

SHEET 38 OF 45 SHEETS

PLAN OF OPEN ACCESSWAY WITHIN KELMAN VALE YARD ESTATE

I, I G MARLER, surveyor of CASHMERE MARLER & CAVANAGH – 116 DARBY STREET, NEWCASTLE certify that this is a plan of the survey made on dates/dates ways provided for the development shown in Community/Precinct/Neighbourhood Plan no.

THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

◎ LOT 1 – COMMUNITY PROPERTY

M. M.

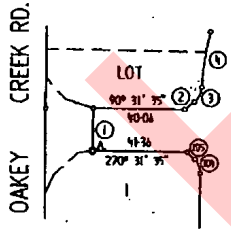


DIAGRAM 1
RATIO 1 : 1500

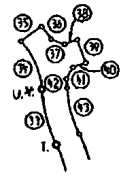
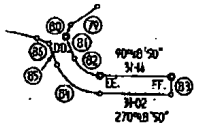


DIAGRAM 2
RATIO 1 : 1500



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RATIO 1 : 1500

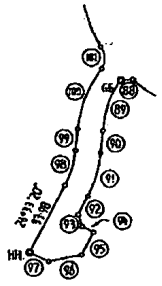
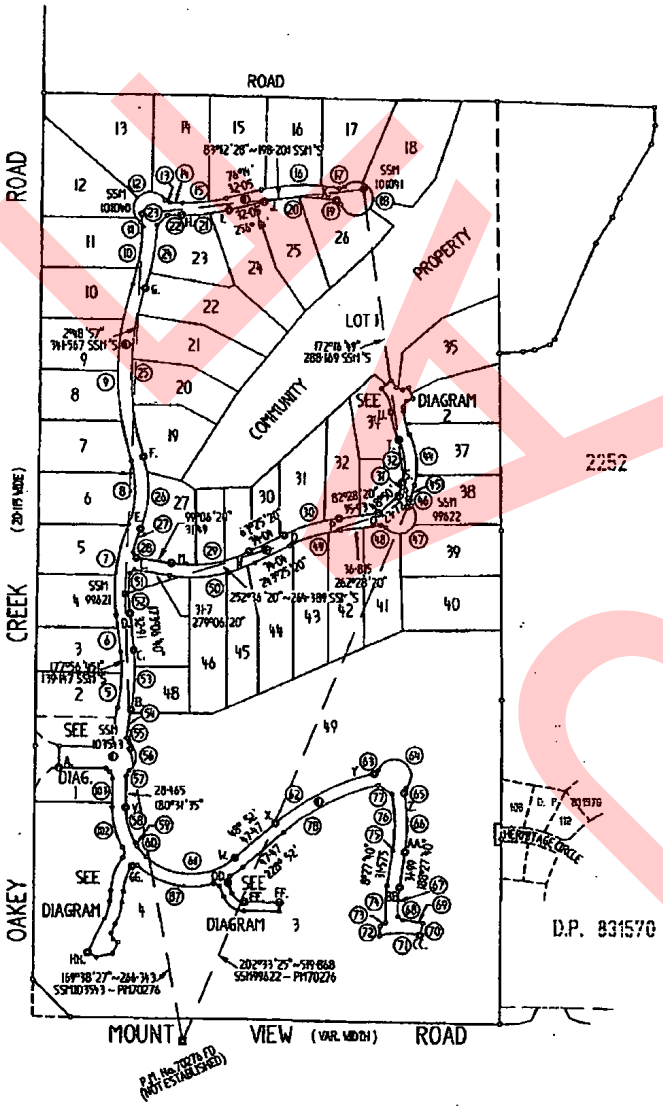


DIAGRAM 4
RATIO 1 : 1500



RATIO 1 : 1000

SCHEDULE OF BOUNDARIES

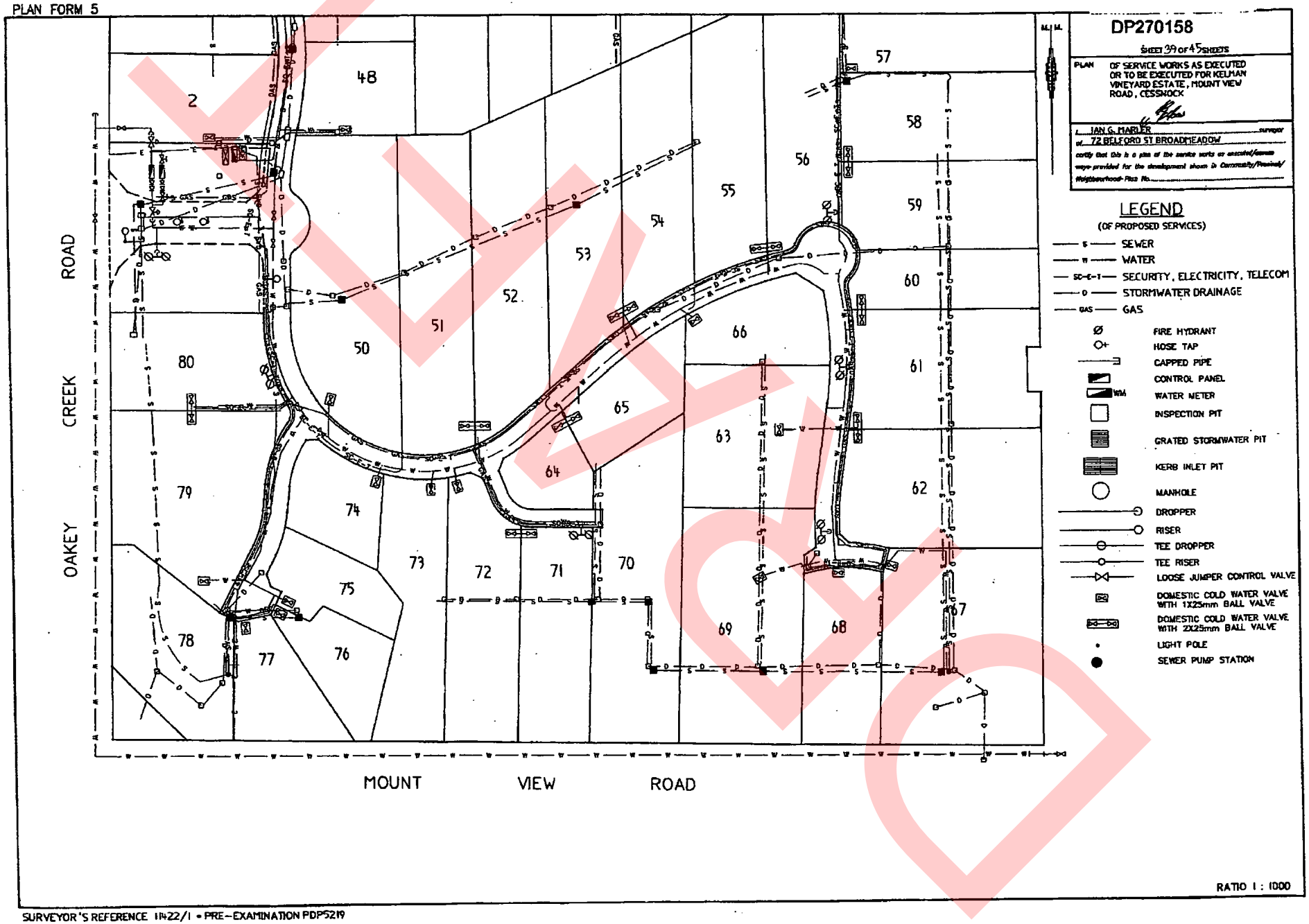
NO.	BEARING	DISTANCE	ARC	RADIUS	NO.	BEARING	DISTANCE	ARC	RADIUS
1	0° 31' 35"	19	–	–	54	188° 12"	24·875	24·905	INF
2	49° 31'	5·595	–	–	55	153° 50'	4·91	5·195	5
3	26° 45"	7·32	7·565	9·5	56	180° 48"	24·975	29·51	15
4	8° 33'	25·075	25·175	150	57	208° 51'	4·795	4·99	5
5	3° 08'	50·13	50·38	1149	58	184° 12' 40"	32·985	33·43	591
6	353° 06' 40"	32·91	–	–	59	8·8° 04"	3·5	–	–
7	7° 35"	82·98	83·87	666	60	139° 56'	13·295	13·76	47
8	2° 19" 20"	56·72	57·86	811	61	90° 20'	7·8·8	8·8·13	595
9	0° 35" 20"	158·89	160·82	256	62	62° 51' 20"	99·71	100·71	2095
10	11° 11" 40"	52·485	52·63	201	63	48° 57'	4·695	4·885	5
11	334° 18'	4·925	5·15	5	64	123° 08'	29·325	53·5	15
12	46° 58'	29·325	53·5	15	65	197° 36'	4·65	4·835	5
13	119° 59'	4·875	5·09	5	66	179° 10' 45"	53·43	53·68	1655
14	90° 49"	10·795	–	–	67	183° 20'	25·84	25·875	1495
15	83° 31' 20"	39·205	39·31	1595	68	133° 31'	5·765	–	–
16	88° 28' 40"	69·82	70·35	1655	69	98° 10'	18·49	18·575	755
17	71° 57'	4·795	5	5	70	105° 12'	11	–	–
18	139° 38'	77·66	15	71	71	268° 05'	35·685	36·295	695
19	310° 12'	4·885	5·195	5	72	1° 48' 50"	8·955	–	–
20	268° 20' 20"	69·79	69·28	1595	73	36° 38'	6·255	–	–
21	263° 31' 20"	41·99	42·1	1655	74	2° 18' 40"	33·34	33·405	1555
22	270° 19"	12·85	–	–	75	8° 32'	9·415	–	–
23	225° 15'	12·89	–	–	76	359° 00'	50·8	51·035	1595
24	190° 39' 20"	58·35	58·53	216	77	303° 09'	11·49	–	–
25	180° 35' 20"	150·77	153·28	244	78	269° 04"	9·545	–	–
26	182° 13' 20"	64·83	66·13	96	79	238° 39'	19·195	19·225	705
27	177° 34"	22·19	22·41	154	80	200° 25"	5·48	–	–
28	116° 02"	5·405	–	–	81	158° 47'	10·35	–	–
29	81° 16"	70·16	71·3	1145	82	124° 49'	17·42	17·76	12
30	72° 57'	51·45	51·69	1555	83	188° 18' 50"	8	–	–
31	15° 11'	19·36	–	–	84	309° 19'	22·37	23·735	20
32	351° 42' 20"	37·99	38·805	655	85	338° 49'	10·085	–	–
33	34° 40"	25·615	25·78	655	86	295° 19'	5·8	–	–
34	33° 22'	23·11	23·565	395	87	282° 58' 20"	69·53	72·71	705
35	52° 18'	11·03	–	–	88	265° 15'	5·31	–	–
36	11° 30'	7·13	7·19	955	89	200° 15'	22·125	22·565	145
37	110° 15'	6·05	–	–	90	185° 13'	11·82	–	–
38	69° 59'	5·835	–	–	91	186° 08'	20·07	20·18	555
39	159° 59'	11	–	–	92	206° 33'	9·48	–	–
40	249° 59'	5·835	–	–	93	8° 33'	5·655	–	–
41	209° 43'	6·05	–	–	94	336° 33'	5·5	–	–
42	174° 27'	3·955	3·955	955	95	204° 33'	114·95	–	–
43	159° 10'	29·315	29·45	595	96	258° 16'	14·6	–	–
44	174° 47' 20"	150·55	146·35	655	97	246° 33'	9·04	–	–
45	195° 11'	14·245	–	–	98	16° 08'	14·09	14·18	445
46	216° 01'	4·875	5·09	5	99	57° 43'	11·82	–	–
47	228° 50'	29·48	48·16	15	100	20° 58'	29·175	29·525	955
48	249° 38'	4·875	5·09	5	101	2° 33'	8·31	8·61	7·5
49	252° 57'	47·61	48·035	1145	102	344° 43' 20"	38·68	38·175	71
50	261° 16'	7·69	7·815	1255	103	0° 31' 35"	25·615	–	–
51	233° 15'	5·57	–	–	104	338° 32'	7·725	7·955	95
52	179° 52' 40"	36·805	36·39	154	105	332° 52'	3·72	–	–
53	183° 08'	59·31	59·58	156					

REFERENCE MARKS

REF.	BEARING	DISTANCE	TYPE
A	180° 32'	5 & 10·27	DH&M'S
B	283° 09'	6·3 & 9·575	DH&M'S
C	263° 07'	2·51 & 8·455	DH&M'S
D	263° 07'	9·37 & 10·3	DH&M'S
E	270° 03'	2·67 & 10·62	DH&M'S
F	252° 35'	3·465 & 9·35	DH&M'S
G	288° 35'	3·065 & 8·995	DH&M'S
H	0° 49'	3·025 & 7·90	DH&M'S
I	346° 11'	3·085 & 7·995	DH&M'S
J	346° 11'	2·975 & 7·915	DH&M'S
K	12° 39'	3·085 & 8·915	DH&M'S
L	190° 11'	3·085 & 8·48	DH&M'S
M	189° 06'	2·04 & 6·92	DH&M'S
N	153° 25'	3·65 & 8·52	DH&M'S
O	153° 25'	9·01 & 8·995	DH&M'S
P	172° 28'	2·61 & 7·675	DH&M'S
Q	167° 52'	2·77 & 7·685	DH&M'S
R	109° 27'	4·215 & 9·2	DH&M'S
S	109° 11'	2·06 & 7	DH&M'S
T	69° 23'	2·8 & 7·71	DH&M'S
U	86° 51'	2·465 & 7·405	DH&M'S
V	90° 32'		GP
W	318° 52'		GP
X	318° 52'		GP
Y	36° 41'		GP
Z	69° 49'		GP
AA	98° 28'		GP
BB	98° 28'		GP
CC	195° 12'		GP
DD	66° 55'		GP
EE	0° 49'		GP
FF	0° 49'		GP
GG	138° 56'		GP
HH	296° 33'		GP

SURVEYOR'S REFERENCE 0122/1 PRE-EXAMINATION PDT 5219

PLAN FORM 5



SURVEYOR'S REFERENCE 11422/1 • PRE-EXAMINATION PDP5219

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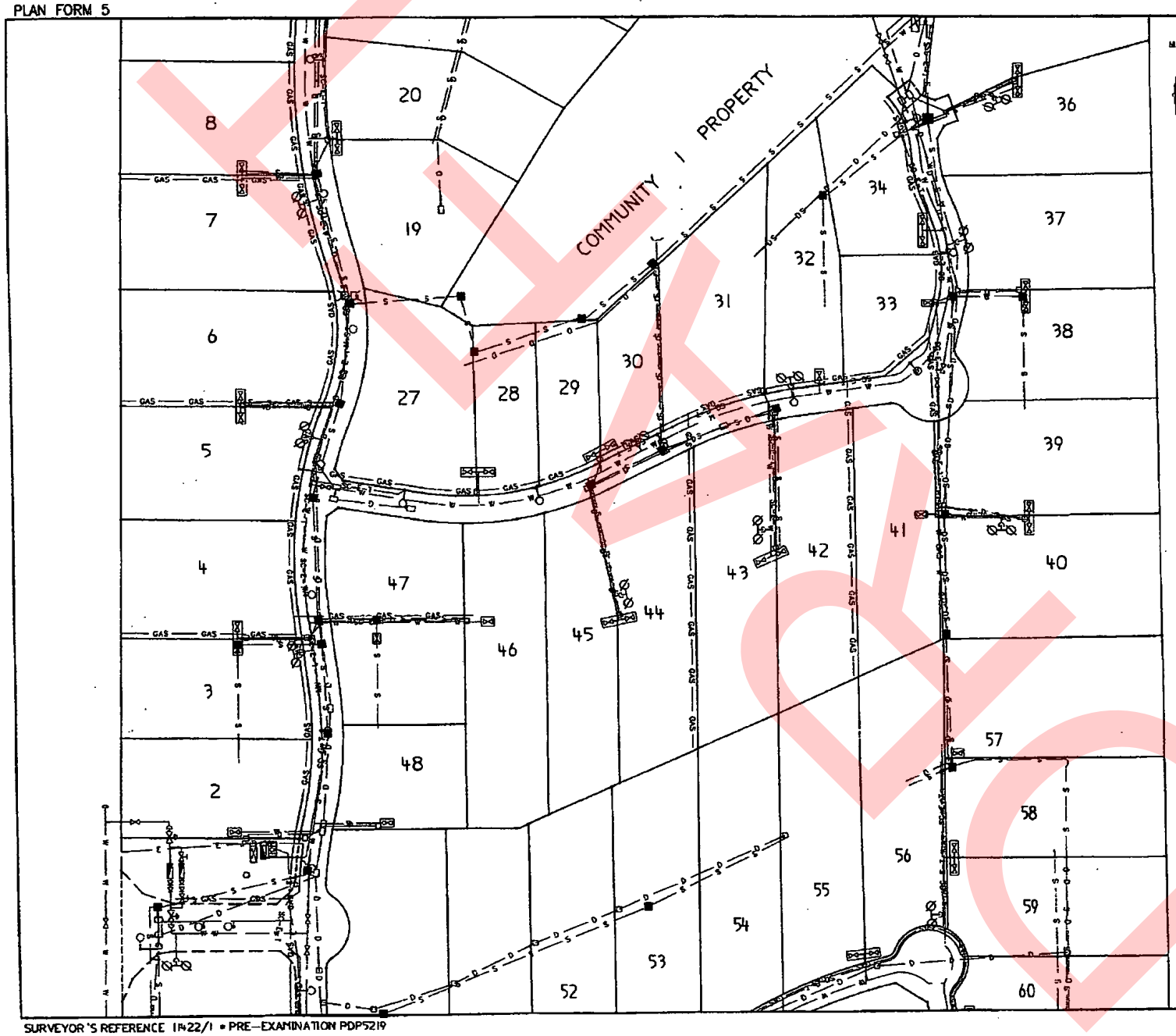
PLAN FORM 5



DP270158

SHEET 40 OF 45 SHEETS

PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR KELMAN VINEYARD ESTATE, MOUNT VIEW ROAD, CESSNOCK

I, IAN G. MARLEY surveyor

of 72 BELFORD ST BROADMEADOW

certify that this is a plan of the service works as executed/service ways provided for the development shown in Community/Precinct/Neighbourhood Plan No.

LEGEND

(OF PROPOSED SERVICES)

- S — SEWER
- W — WATER
- SD-E-T — SECURITY, ELECTRICITY, TELECOM
- D — STORMWATER DRAINAGE
- GAS — GAS
- FIRE HYDRANT
- HOSE TAP
- CAPPED PIPE
- CONTROL PANEL
- WM WATER METER
- INSPECTION PIT
- GRATED STORMWATER PIT
- KERB INLET PIT
- MANHOLE
- DROPPER
- RISER
- TEE DROPPER
- TEE RISER
- LOOSE JUMPER CONTROL VALVE
- DOMESTIC COLD WATER VALVE WITH 1X25mm BALL VALVE
- DOMESTIC COLD WATER VALVE WITH 2X25mm BALL VALVE
- LIGHT POLE
- SEWER PUMP STATION

RATIO 1 : 1000

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PLAN FORM 5

DP270158

SHEET 41 OF 45 SHEETS

PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR KELMAN VINEYARD ESTATE, MOUNT VIEW ROAD, CESSNOCK

I, IAN G. MARLER surveyor of 116 DARBY ST. NEWCASTLE 2300 certify that this is a plan of the service works as executed/to be provided for the development shown in Community/Precinct/Neighbourhood Plan No.

LEGEND

(OF PROPOSED SERVICES)

- S — SEWER
- W — WATER
- SC-E-T — SECURITY, ELECTRICITY, TELECOM
- D — STORMWATER DRAINAGE
- GAS — GAS

- FIRE HYDRANT
- HOSE TAP
- CAPPED PIPE
- CONTROL PANEL
- WM — WATER METER
- INSPECTION PIT
- GRATED STORMWATER PIT
- KERB INLET PIT
- LIGHT POLE
- MANHOLE
- DROPPER
- RISER
- TEE DROPPER
- TEE RISER
- LOOSE JUMPER CONTROL VALVE
- DOMESTIC COLD WATER VALVE WITH 1X25mm BALL VALVE
- DOMESTIC COLD WATER VALVE WITH 2X25mm BALL VALVE

M. | M.

ROAD (20·115 WIDE)

OAKEY CREEK ROAD

COMMUNITY PROPERTY

2252

RATIO 1 : 1000

SURVEYOR'S REFERENCE 11422/1 • PRE-EXAMINATION PDP5219

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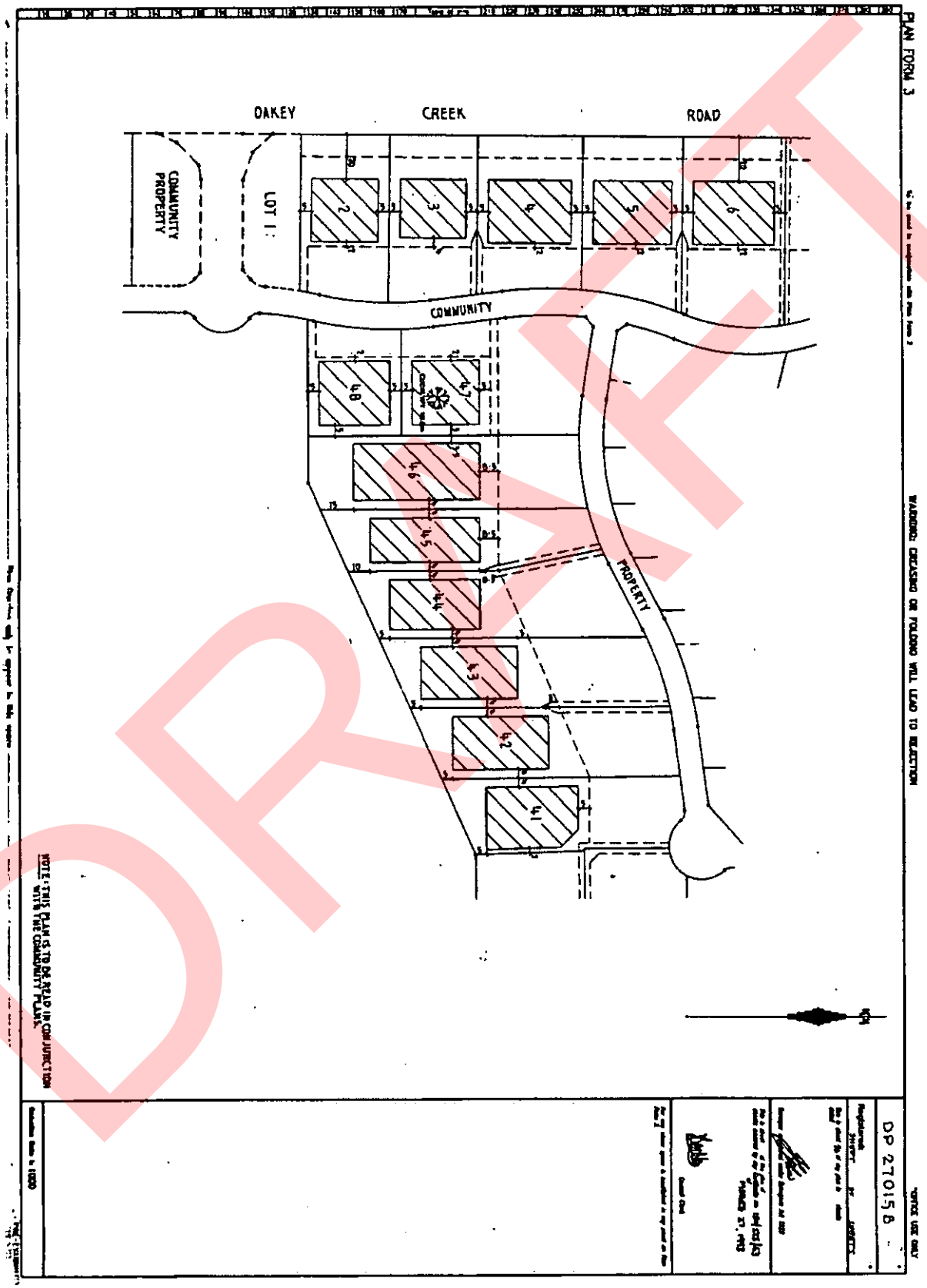
DP270158

PART 9

DESIGNATED BUILDING AREA PLAN



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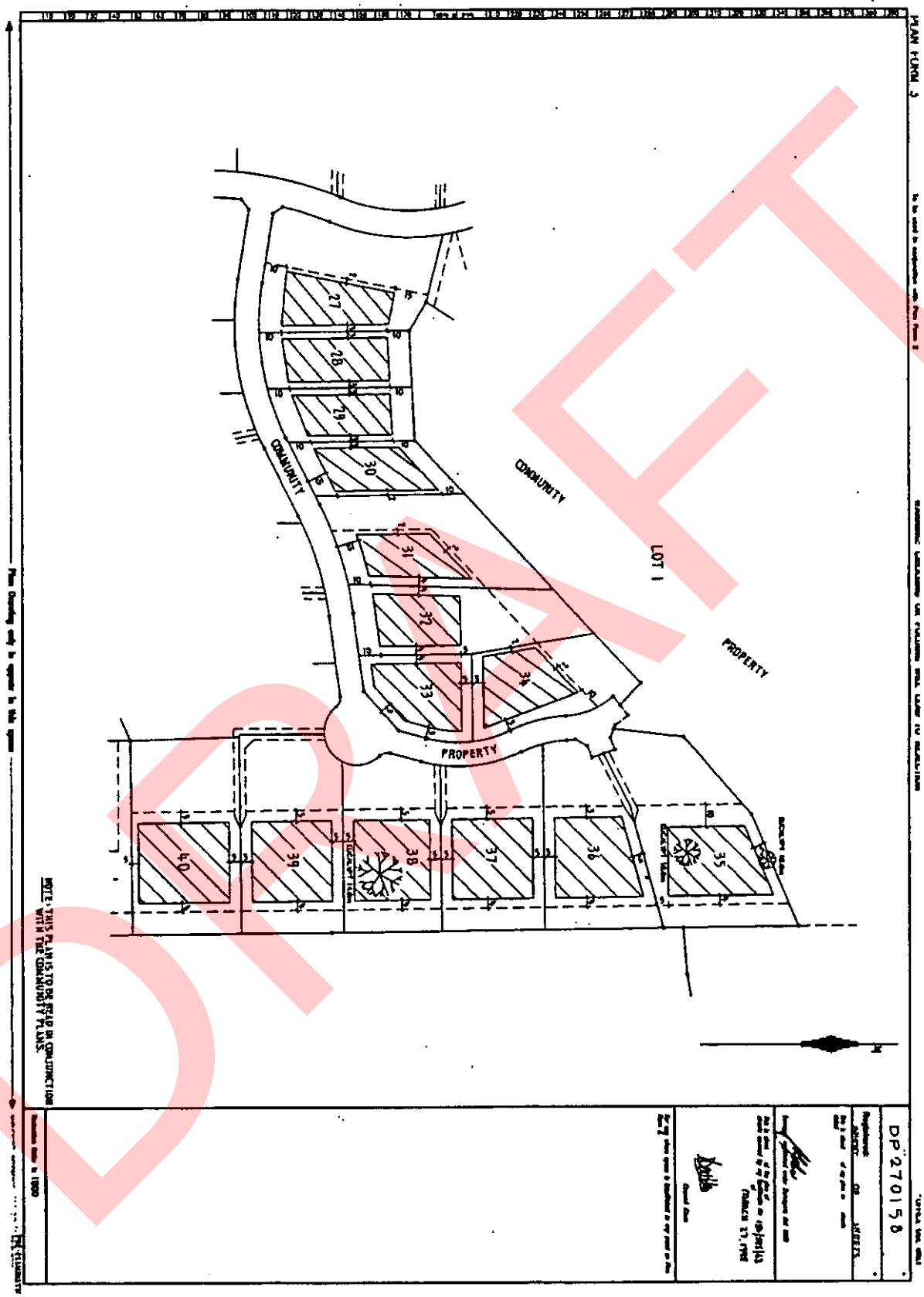

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Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:44 of 56
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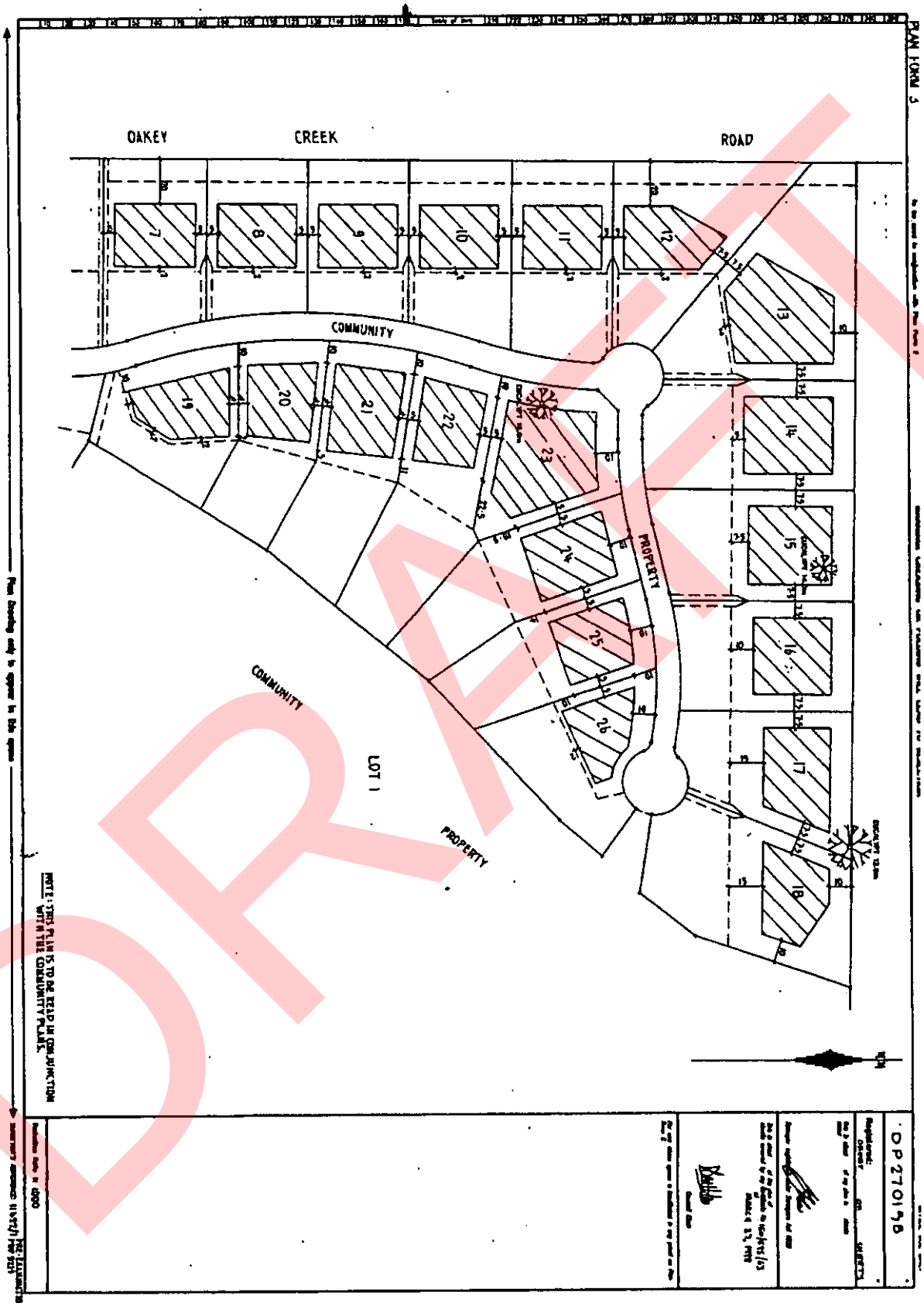
DP270158



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Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:45 of 56
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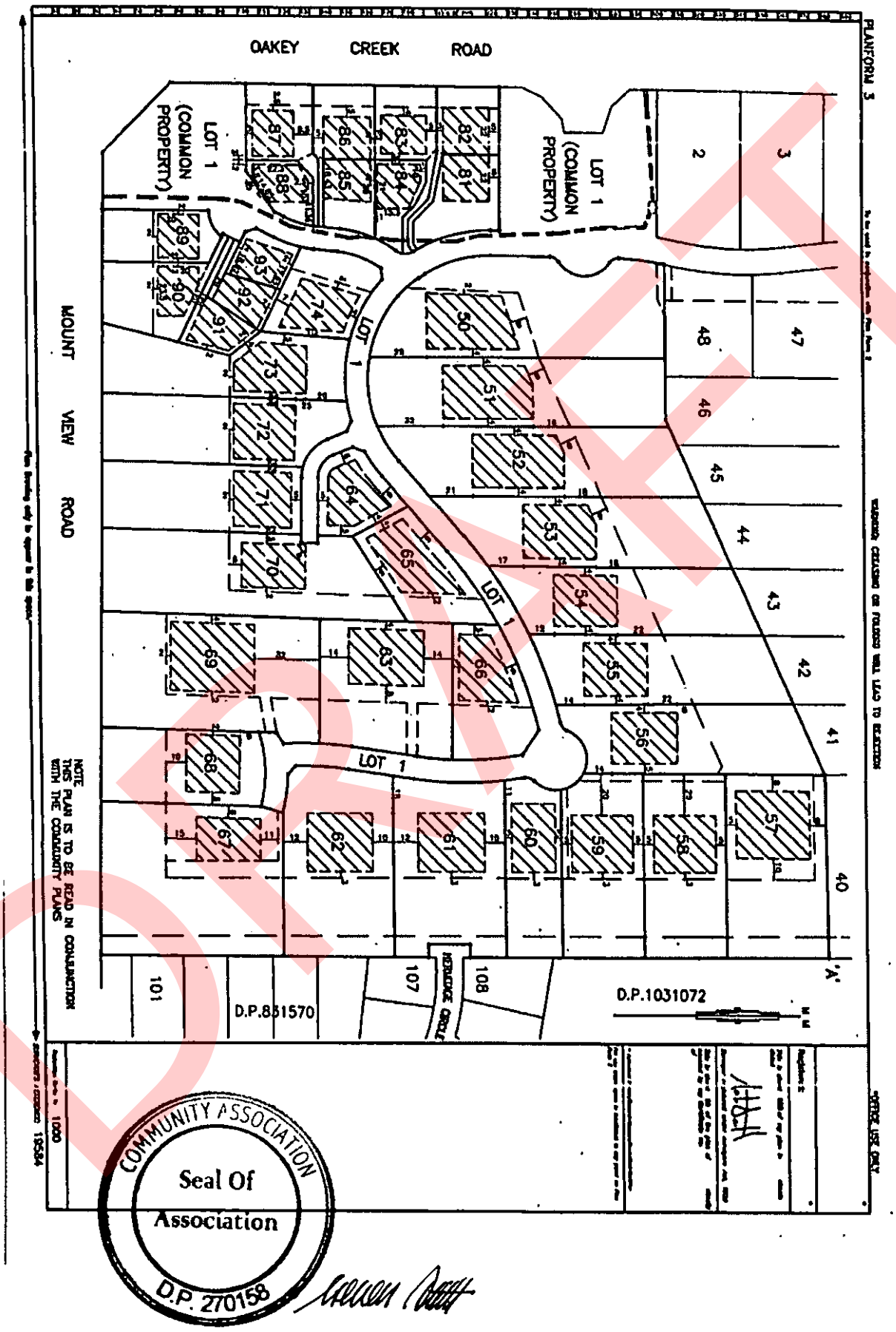
DP270158



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Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:46 of 56
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Form: 21CSM
Release: 2·4

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
Section 39
Community Land Development Act 1989

DP 270158
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 1 of 2 sheets

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

(A) **TORRENS TITLE** 1/270158

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
28A	LLPN: 124247U SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700 Reference: Strata 58865623	CS

(C) **APPLICANT**

Community ☑ Association	Deposited Plan No. 270158

(D) The applicant certifies that by a special ☑ resolution passed on 27 August 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
24.4,24.5	24.4,24.5(a),24.5(b) as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See attached

DRAFT

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

(G) The common seal of the Community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: Stephen Pettit

Date: 11 October 2016

REGISTERED 25-11-2016

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:47 of 56
© Office of the Registrar-General /Src:DyeDurham /Ref:

24.4 – All produce from the Vineyard Areas will remain the property of the Community Association.

24.5 (a) – The Executive Committee must determine from time to time the retail price of wine to be sold by the Community Association and the discounts available to Lot proprietors, staff and others as determined by the Executive Committee.

24.5 (b) – The Executive Committee may from time to time temporarily restrict discounted sales to ensure an adequate selection of wines is available for sale at retail prices.

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

DRAFT

REGISTERED 25-11-2016

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:48 of 56
© Office of the Registrar-General /Src:DyeDurham /Ref:

Form: 21CSM
Release: 2.4
Licence: 01-05-102
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

AMENDMENT C MANAGEMENT STAT

New South Wales
Section 39
Community Land Development A...

DP 270158
MANAGEMENT STATEMENT
ANNEXURE 'C'
Sheet 1 of 3 Sheets

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

(A) TORRENS TITLE: 1/270158

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference: JSM. 30539.	CS

(C) APPLICANT

Community Association	Deposited Plan No 270158

(D) The applicant certifies that by a special resolution passed on 29 April 2017 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added
By-Law 5.1 in Part 7	By-Law 5.1 in Part 7 as fully set out below

(F) TEXT OF ADDED BY-LAW
See Annexure attached hereto.

DRAFT

COMMUNITY ASSOCIA... Seal Of Association D.P. 270158

(G) The common seal of the community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: [signature]

Name of witness: Stephen Pettit

Date: 13 June 2017

REGISTERED 30/6/2017

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:49 of 56
© Office of the Registrar-General /Src:DyeDurham /Ref:

ANNEXURE TO AMENDMENT OF MANAGEMENT

Amendment of By-Law 5.1 – Swimming Pools in Part 7 – Architectural and Landscape Design Requirements

By-Law 5.1 – Swimming Pools – in Part 7 - Architectural and Landscape Design Requirements – of the Kelman Vineyard Estate Community Management Statement is repealed and replaced with the following By-Law 5.1:

5.1 Swimming Pools

(a) Subject to clause 3.1, swimming pools and any structures serving them (including pool pumps and filters) must be located within the Designated Building Area.

(b) A swimming pool must not materially adversely affect the principal outlook of any other Lot.

(c) The provisions of these Guidelines concerning natural contours of the site and fencing also apply to swimming pools.

(d) If a swimming pool is more than 300 millimetres above ground level it must be contiguous with the house deck or verandah and, if not completely enclosed by the deck or verandah, all external surfaces must be screened from the Community Property and surrounding Lots by timber slats or other screening material approved by the Executive Committee.

(e) Construction of the swimming pool must not commence until the Executive Committee has approved and signed;

I. The plans and specifications required to be lodged with the Council or a Private Certifier, and

II. Any other documents required from the owner from time to time by the Executive Committee in relation to the construction, use and maintenance of swimming pools and the discharge of pool water.

DRAFT

The common seal of community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal:

Signature of witness : .....

Name of witness : Stephen Pettit

Authority: Community Manager

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:50 of 56
© Office of the Registrar-General /Src:DyeDurham /Ref:

(f) On completion of construction the owner must provide the Executive Committee with documentation confirming that the swimming pool complies with all regulatory requirements.

(g) Clause 5.5 (External Lighting) applies to swimming pools.

(h) Where a boundary fence is used as part of the required fencing for a swimming pool, a landscape band of 2 metres between the fence and the swimming pool paving edge is required.

(i) Swimming pool pumps and filters must be insulated so as to prevent noise disturbance to adjoining and nearby Lots.

DRAFT

The common seal of community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal:

Signature of witness : .....

Name of witness : Stephen Pettit

Authority: Community Manager

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

REGISTERED 30/6/2017

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:51 of 56
© Office of the Registrar-General /Src:DyeDurham /Ref:

Form: 21CSM
Release: 2.4
Licence: 01-05-102
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

AMENDMENT C MANAGEMENT STAT

New South Wales
Section 39
Community Land Development /

DP 270158 MANAGEMENT STATEMENT ANNEXURE 'D'

Sheet 1 of 6 sheets

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

(A) **TORRENS TITLE** 1/270158

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
47 V	LLPN [illegible] H.M. Allen & Co. DX 437 [illegible]	CS
	Reference: JSM. 30589	

(C) **APPLICANT**

Community Association	Deposited Plan No 270158

(D) The applicant certifies that by a special resolution passed on 26 August 2017 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
By-Laws 12.6, 23 and 25	By-Laws 12.6;12.7;12.8;12.9;12.10;12.11;12.12 & 23 as fully set out below

(F) **TEXT OF ADDED BY-LAW**
See Annexure attached hereto.

DRAFT

REGISTERED 10/10/2017

(G) The common seal of the community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: [signature]

Name of witness: Stephen Pettit

Date: 19 September 2017

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:52 of 56
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ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT

BY-LAWS 12.6 -12.12

That By-Law 12.6 be repealed and replaced with the following By-Laws 12.6 to 12.12:

12.6 Water is supplied by Hunter Water Corporation to the boundary of Lot 1 (which is owned by the Community Association) and the Community Association is responsible for the payment of Hunter Water Corporation accounts.

12.7

a) The Community Association is responsible for the provision, maintenance, repair, renewal and replacement of water Services to Lots in accordance with and on the terms and conditions of By-Laws 12, 18, 19 and 22.

b) Proprietors and occupiers hereby consent to the Community Association entering their Lots for the purpose of providing water Services and implementing the provisions of By-Law 12

12.8

a) The obligation of the Community Association to provide, maintain, repair, renew and replace water Services to a Lot is conditional upon the installation of a Water Meter by and at the cost of the owner on the water Service Line servicing the owner's Lot.

b) Water Meter means a device connected to the water Service Line by a 20mm pipe and which measures the supply of water provided to a Lot in kilolitres.

c) Water Meters installed on Lots become the property of the Community Association and the Community Association is responsible for the maintenance, repair, renewal and replacement of Water Meters.

DRAFT

The common seal of community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal:

Signature of witness : .....

Name of witness : Stephen Pettit

Authority: Community Managing Agent

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:53 of 56
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12.9 The Community Association:

a) in accordance with By-Law 19 has the power to enter a Lot to maintain, repair, renew or replace a Water Meter or Service Line.

b) may issue invoices and recover from proprietors or occupiers as a debt the amount charged by the Community Association in accordance with By-Law 12.9 c) for the supply of water as recorded by the Water Meters:

c) the Community Association must charge for water supplied to proprietors and occupiers the same amount per kilolitre or part thereof as charged by Hunter Water Corporation to the Community Association, and

d) may charge and recover interest from a proprietor or occupier in accordance with and at the rate prescribed by By-Law 28 (or if some other rate is prescribed by law, then at that other rate) where an invoice referred to in By-Law 12.9 b) above is not paid on the date stipulated in the invoice or, if no date is stipulated in the invoice, within one (1) month from the date of the invoice.

12.10 Proprietors or occupiers:

a) accept and agree that any reading by the Community Association of any Water Meter is conclusive evidence of the extent of the use of water supplied to the Lot (manifest errors excepted);

b) must pay any invoice(s) issued by the Community Association based on the reading by the Community Association of the Water Meter; and

c) must ensure that the Water Meter on their Lot is not damaged, interfered with, painted, altered or removed from its point of installation.

12.11 If a proprietor or occupier is in breach of By-Law 12:10:

a) the Community Association may issue a notice in writing requesting that the proprietor or occupier remedies the breach of the By-Law and the proprietor or occupier must comply with the Community Association's request.

b) If, within the time-frame for compliance set out in the notice, the proprietor or occupier fails to remedy the breach the Community Association may suspend or restrict water supply to the defaulting proprietor's or occupier's Lot until such time as the proprietor or occupier is no longer in default or an agreement is reached between the proprietor or occupier and the Community Association.

c) Without prejudice to any other rights, the Community Association and persons authorised by it may enter upon the Lot to suspend or restrict water supply in accordance with By-Law 12.11 (b) or to exercise its right of rectification under By-Law 22.

d) A proprietor or occupier must, jointly and severally, indemnify the Community Association against any liability, cost, loss or expense incurred by the

DRAFT

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:54 of 56
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Community Association should the Community Association be required to carry out any work to rectify the proprietor's or occupier's breach of this By-Law or the Management Act.

12.12

a) Proprietors and occupiers accept and agree that By-Laws 12.7 to 12.11 (inclusive) have retrospective effect.

b) In the event of any inconsistency between By-Laws 12.7 to 12.11 (inclusive) and other By-Laws in the Management Statement then, By-Laws 12.7 to 12.11 shall prevail.

DRAFT

Req:R080445 /Doc:DP 0270158 M /Rev:16-Oct-2017 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:55 of 56
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BY-LAW 23

23.1 An owner must pay contributions levied under this Management Statement in addition to contributions levied under the Management Act.

23.2 In addition to any other amount which the Community Association is entitled to recover from a proprietor or occupier pursuant to the Management Act, the Development Act, any other act or regulation or the Management Statement, it is also entitled to recover from an owner or occupier as a debt all expenses incurred in:

a) Recovering any amount which the Community Association is entitled to recover from an owner or occupier pursuant to the Management Act, the Development Act, any other act or regulation or the Management Statement;

b) Recovering the expenses of the Community Association incurred in any recovery of the expenses of the Community Association pursuant to this By-Law; or

c) Connection with the contemplated or actual enforcement or preservation of any rights under the Management Statement in relation to an owner or occupier.

23.3 Without limiting the generality of By-Law 23.2 the Community Association shall be entitled to recover from an owner or occupier as an expense:

a) Any fees charged or disbursements incurred by its Managing Agent for sending account reminders, arranging any work the cost of which is recoverable as a debt from an owner or occupier, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due by any owner or occupier and preparing and giving evidence in any proceedings for collection of any amount due by an owner or occupier;

b) The costs and disbursements of any solicitor incurred by the Community Association in the recovery of any amount due, on a full indemnity basis;

c) The costs of any enquiries made to ascertain the whereabouts of the owner or occupier or made in relation to the owner or occupier, any property of the owner or occupier or any person associated or reasonably thought to be associated with the owner or occupier; and

d) Any goods and services tax payable by the Community Association on any expense recoverable from an owner or occupier;

e) The expenses incurred in retaining any independent consultant or other person to evaluate any matters of concern and its administration costs in connection with those events.

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23.4 Any expense of the Community Association which is recoverable from an owner or occupier pursuant to this By-Law shall become due and payable at such time as the Community Association becomes liable to pay that expense.

23.5 Any amount which the Community Association is entitled to recover from an owner or occupier pursuant to the Management Act, Development Act, any other act or regulation or these By-Laws, other than contributions levied by the Community Association and interest thereon, shall bear interest from the date on which the amount becomes due and payable until the date it is paid in accordance with and at the rate prescribed by By-Law 28 (or if some other rate is prescribed by law, then at that other rate).

23.6 Notwithstanding any direction by an owner or occupier to the contrary, the Community Association shall be entitled, in its absolute discretion, to set off any monies received from an owner or occupier against any amount due by that owner or occupier to the Community Association.

23.7 This By-Law 23 has retrospective effect back to 1 January 2015.

DRAFT

The common seal of community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal:

Signature of witness : .....

Name of witness : Stephen Pettit

Authority: Community Managing Agent

COMMUNITY ASSOCIATION
Seal Of
Association
D.P. 270158

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 872006

SIGNATURE AND SEALS ONLY.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF CESSNOCK WAS HEREUNTO AFFIXED THIS 24TH DAY OF SEPTEMBER 1997 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE 3RD DAY OF SEPTEMBER 1997.

MAYOR

GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act. 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of ~~† Part 3 Division 2 of the Water Board Act 1987, or †~~ Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 32/97

Date 24TH SEPTEMBER, 1997

(Signature) .....

General Manager/~~Authorised Person~~

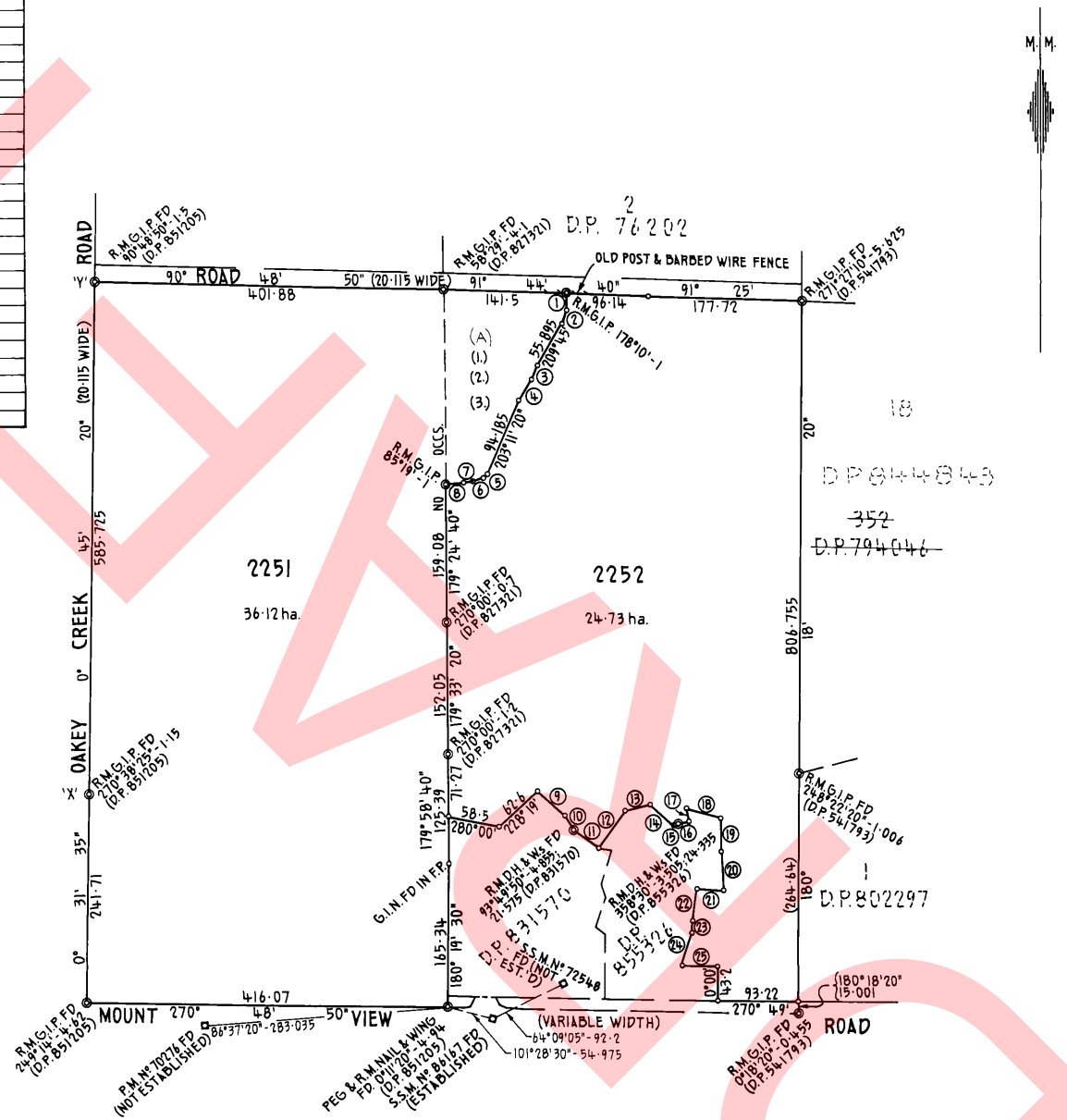
Council File No. 150/597/32

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

†Delete if inapplicable

SCHEDULE OF BOUNDARIES

№	BEARING	DISTANCE	ARC	RADIUS
1	178°10'	16·03		
2	191°04'	16·975		
3	202°20'	18·48		
4	212°22'	28·47		
5	225°55'	6·755		
6	251°33'	14·185		
7	260°53'	10·11		
8	265°19'	21·055		
9	311°03'20"	43·605		
10	325°46'15"	18·395		
11	304°12'	35·455		
12	216°30'20"	55·35		
13	257°40'	25·5		
14	310°12'15"	35·725		
15	253°43'	4·035	4·05	14
16	262°00'	13·7		
17	169°00'	16		
18	284°21'40"	40·71		
19	0°18'20"	38·1		
20	356°37'	44·24		
21	94°00'	30·1		
22	6°51'	37·75		
23	3°33'	13·1		
24	17°56'40"	39·545		
25	270°49'	41·775		



(1.) EASEMENT FOR STORMWATER DRAINAGE
(2.) EASEMENT FOR SEWAGE PUMPING STATION
(A) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE-DP831570 & DP855326

DP 872006

Registered: 8-10-1997

C.A.№ 32/97 OF 24·9·1997

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8 #

Last Plan: DP851205 DP855326

PLAN OF SUBDIVISION OF LOT 12, D.P. 851205 & LOT 225, D.P. 855326

Lengths are in metres. Reduction Ratio 1:4000

LGA CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, IAN G MARLER

of CASHMERE, MARLER & CAVANAGH 116 DARBY STREET, NEWCASTLE

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 30-5-97

(Signature) Surveyor registered under the surveyors Act 1929

Datum Line of Azimuth 'X' - 'Y'

ZONE: SUBURBAN/COUNTRY

Plans used in preparation of survey/compilation.

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

IT IS INTENDED TO CREATE PURSUANT TO SEC. 88 B OF THE CONVEYANCING ACT, 1919 AS AMENDED:
(1.) EASEMENT FOR STORMWATER DRAINAGE
(2.) EASEMENT FOR SEWAGE PUMPING STATION
(3.) RESTRICTION ON THE USE OF THE LAND

P.M. STAMP MARKED IN 7.0.4.9.1997

SURVEYOR'S REFERENCE: 11422/A. PRE-EXAMINATION PDP5147

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R080447 /Doc:DP 0872006 P /Rev:09-Oct-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:1 of 1
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Req:R080449 /Doc:DP 0872006 B /Rev:09-Oct-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:1 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Widths are in metres: (Sheet 1 of 4 Sheets)

Plan: DP 872006

Subdivision of Lot 225 Deposited Plan 855326 and Lot 12 in Deposited Plan 851205
covered by Council's Clerk Certificate No. 32/97

Full name and address of proprietor of the land:

The Council of the City of Cessnock
North Avenue
CESSNOCK NSW 2325
as to Lot 225 DP 855326)

Yorrick Pty Limited ACN 008 645 645
Level 8, 67 Albert Avenue
CHATSWOOD NSW 2067
(as to Lot 12 DP 851205)

Advance Bank of Australia (Mortgagee)

PART 1

1. Identity and easement referred to in abovementioned plan: Easement for storm water drainage

Schedule of lots etc. affected

Lot burdened	Authority benefited
2251	Council of the City of Cessnock

2. Identity of easement secondly referred to in abovementioned plan: Easement for sewage pumping station

Lot burdened	Authority benefited
2251	Council of the City of Cessnock

DRAFT

Req:R080449 /Doc:DP 0872006 B /Rev:09-Oct-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:13 /Seq:2 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Widths are in metres: (Sheet 2 of 4 Sheets)

Plan: DP 872006

Subdivision of Lot 225 Deposited Plan 855326 and Lot 12 in Deposited Plan 851205
covered by Council's Clerk Certificate No. 32/97

PART 1 - continued

3. Identity of easement thirdly referred to in abovementioned plan: Restrictions on Use of Land

Lot burdened	Authority benefited
2251	Council of the City of Cessnock

PART 2

1. Terms of easement firstly referred to in abovementioned plan:

The Registered proprietor of the land burdened hereby grants to the Council of the City of Cessnock a right for storm water drainage 3 metres wide located within that part of the land formerly contained in Lot 225 DP855326 to discharge into the dam constructed thereon or into the water course below the said dam wall in such position as is nominated by the Council of the City of Cessnock with full and free right of the Council of the City of Cessnock and every person authorised by it from time to time and at all times to drain water, whether rain storm spring soakage or seepage water in any quantities across and through the site of the easement by a line of pipes together with the right to lay and place and maintain a line of pipes of sufficient internal diameter beneath the surface of the Servient Tenement and together the right of the Council of the City of Cessnock and every person authorised by it with tools implements of machinery necessary for the purpose to enter upon the site of the Servient Tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such pipe line or any part thereof and for any of the purposes aforesaid to open the soil of the Servient Tenement within the site of the easement to such extent as may be necessary provided that the Council of the City of Cessnock and all persons authorised by it take all reasonable precautions to ensure there is a little disturbance as possible to the surface of the Servient Tenement and will restore the surface as nearly as is practicable to its original condition.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Widths are in metres: (Sheet 3 of 4 Sheets)

Plan: DP 872006

Subdivision of Lot 225 Deposited Plan 855326 and Lot 12 in Deposited Plan 851205
covered by Council's Clerk Certificate No. 32/97

PART 2 - continued

2. Terms of Easement secondly referred to in abovementioned plan:

The Registered Proprietor of the land burdened hereby grants to the Council of the City of Cessnock in such position within the Servient Tenement as is determined by the Council of the City of Cessnock a right to construct and maintain a Sewage Pumping Station together with associated rising mains and carrier mains across the Servient Tenement such easement for Sewage Pumping Station to not exceed 10m² with the site of the mains not exceeding 3 metres wide together with the right in the Council and every person authorised by it to enter upon the site of the easement for the purpose of construction or maintenance of the said Sewage Pumping Station and the laying and maintaining of a line of the pipes with the associated rising mains and carrier mains including the right to enter and machinery to break the surface of the land subject to the obligation to restore as near as practicable to the original condition for the purpose of laying, cleansing and maintaining mains and the Council of the City of Cessnock does expressly acknowledge that nothing in this easement shall entitle it to use the site of the easement for treatment or storage of sewage effluent.

3. Terms of Restriction on Use thirdly referred to in abovementioned plan:

1. No dam constructed upon that part of the land formerly comprised in Lot 225/855326 shall be used for the treatment and or storage of sewage effluent.

2. That for the benefit of any adjoining land owned by the Council of the City of Cessnock, but only during the ownership thereof by the Council of the City of Cessnock, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the Council of the City of Cessnock but such consent shall not be withheld if such fence is erected without expense to the Council of the City of Cessnock and such consent shall be deemed to have been given in respect of every such fence for the time being erected.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Widths are in metres: (Sheet 4 of 4 Sheets)

Plan: Subdivision of Lot 225 Deposited Plan 855326 and Lot 12 in Deposited Plan 851205 covered by Council's Clerk Certificate No. 32/97

DP 872006

PART 2 - continued

Name of persons empowered to release, vary or modify Restriction on use:

The Council of the City of Cessnock provided that such release, variation, modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

The Common Seal of THE COUNCIL OF THE CITY CESSNOCK was hereunto affixed this 24TH day of September 1997 in pursuance of a Resolution of the Council passed on the 3RD day of September 1997

.....
Mayor

.....
General Manager

The Common Seal of YORRICK PTY LIMITED was hereunto affixed in accordance with the Memorandum of Articles of Association in the presence of:

YORRICK PTY LIMITED
THE COMMON SEAL OF
A.C.N. 008 645 645

.....
Director

.....
Secretary

SIGNED in my presence by the Mortgagee ADVANCE BANK AUSTRALIA LIMITED by its Attorneys Carol Briggs and Michael Keating who are both personally known to me and who certify that they are the Divisional Lending Manager and Chief Manager Customer Administration respectively of the Mortgagee and who state that they have no notice of the revocation of the Power of Attorney registered number 109 BOOK 4133 under the authority of which they have just executed the within instrument

REGISTERED 8-10-1997

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	JSM42270

Land Registry Document Identification

AT328356

STAMP DUTY:

Amendment of Management Statement (21CSM)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
1/270158	N	

Applicant

COMMUNITY ASSOCIATION DP270158

Other legal entity

Document Type

Amendment of Management Statement (21CSM)

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

Attachment

See attached Dealing

Execution

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

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

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

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

Executed on behalf of	COMMUNITY ASSOCIATION DP270158
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	04/08/2023

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Form: 21CSM
Release: 2·6

AMENDMENT/CONSOLIDATION OF MANAGEMENT STATEMENT

New South Wales
Section 108 Community Land Development Act 2021
Section 28 Community Land Development Regulation 2021

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

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

(A) **TORRENS TITLE**

1/270158

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	JS Mueller & Co 240 Princes Highway ARNCLIFFE NSW 2205 Email: georgia.payne@muellers.com.au Reference: AM:42270	CS

(C) **APPLICANT**

Community Association	Deposited Plan No. 270158

(D) The applicant certifies that a special resolution was passed on 17 February 2023 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:

(E) **BY-LAWS**

Repealed	Added/Amended
Not Applicable	By-Law 25 as fully set out below

(F) **TEXT OF ADDED/AMENDED BY-LAW**

See Annexure "A" attached

(G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked

(H) The common seal of the Community association deposited plan 270158 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness:

Name of witness: STEPHEN PEPPIT

Date: 29/6/23

Seal Of Association
COMMUNITY ASSOCIATION DP 270158

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DRAFT

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JS MUELLER & CO
LAWYERS

COMMUNITY ASSOCIATION DP NO. 270158

KELMAN VINEYARD ESTATE

COMMUNITY MANAGEMENT STATEMENT

ANNEXURE "A"

The Common Seal of Community Association DP270158 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the Seal.

Signature of witness: .....

Name of Witness: STEPHEN PETTIT .....

Date: 29/6/23 .....

COMMUNITY ASSOCIATION Seal Of Association C.P. 270158

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COMMUNITY MANAGEMENT STATEMENT

FOR

KELMAN VINEYARD ESTATE

LOT 2251 IN DEPOSITED PLAN 872006

2 OAKEY CREEK ROAD

POKOLBIN

KELMAN VINEYARD COMMUNITY ASSOCIATION

DP270158

PRIVATE BAG 2065

POKOLBIN NSW 2320

02 4991 5456

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COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this Management Statement are binding on the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Lot.

This Management Statement should be read with reference to Part 6.

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Community Association 270158 – Community Management Statement

Part 1 – By-Laws Fixing Details of Development

These By-Laws relate to the control and preservation of the theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with Section 17(2) of the Community Land Management Act, 1989.

By-Law 1 – Architectural and Landscape Design Guidelines

1.1 The Architectural and Landscape Design Guidelines (Part 7) form part of this Management Statement and are binding on:-
- (a) The Community Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot.

1.2 The Community Association may from time to time add to or alter the Architectural and Landscape Design Guidelines by special resolution.

1.3 The Community Association and its Managing Agent must keep available an up to date copy of the Architectural and Landscape Design Guidelines and allow Lot proprietors to view them at a time and place convenient to both parties. This may be done via electronic communication.

1.4 Lot proprietors may request copies of the latest Architectural and Landscape Design Guidelines from the Community Association or its Managing Agent. Lot proprietors must pay the cost of producing such copies. Copies may be provided by electronic communication.

By-Law 2 – New Constructions and Building Modifications

2.1
- (a) No Lot can be used other than as a residence or for bed and breakfast accommodation; and
- (b) No Lot can be occupied until all buildings erected thereon have been constructed in conformity with the requirements of the Council, any other relevant authority and these By-Laws.

2.2 No New Construction or Building Modification shall be constructed other than in conformity with the Architectural and Landscape Design Guidelines applicable at the time.

2.3 No Building Modification or New Construction may commence or take place until the plans and specifications for it have been approved by the Executive Committee. Such plans and specifications are to be in the format required to be submitted to Council for approval of the proposed construction.

2.4 The approval or disapproval by the Executive Committee of plans and specifications must be made solely on the matters set out in:
- (a) the By-Laws; and
- (b) Architectural and Landscape Design Guidelines in force at the time of its decision.

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2.5 To the extent that any provisions of the Architectural and Landscape Design Guidelines cannot be reasonably complied with, the Executive Committee, may, at its absolute discretion, permit a variation in the following circumstances:
(a) the variation is of a minor nature; and
(b) the objectives and aims of the Architectural and Landscape Design Guidelines are not compromised.

2.6 Approval of any plans and specifications does not constitute an approval allowing construction to commence. Individual Lot owners must obtain approval/s from all relevant authorities including Council prior to construction commencing.

2.7 The Executive Committee may impose conditions on its approval of plans and specifications.

2.8 The Executive Committee must, within 30 days after receipt of all information required by it to make a decision, deliver to the applicant its written decision.

2.9 Plans and specifications submitted under this By-Law 2 will be deemed to be approved by the Executive Committee, unless a written disapproval has been delivered to the applicant within 30 days after the receipt of the plans and specifications.

2.10 A decision made by the Executive Committee is binding on the applicant.

2.11 The Executive Committee may in exercising its powers and performing its functions pursuant to By-Law 2 seek and rely on the advice of any applicable consultant.

2.12 The Executive Committee must ensure that:
(a) minutes of its meetings; and
(b) records of its decisions
in respect to the matters the subject of this By-Law 2 are properly kept and retained with the records (and for the prescribed period) referred to in Clause 9 Schedule 1 of the Management Act.

2.13 The Community Association may give a notice to the proprietor or occupier of a Lot requiring compliance with the terms of this By-Law 2. If the recipient of a notice fails to comply with the notice the provisions of By-Law 22 shall apply.

2.14 (a) The development of two dwellings on one allotment of land, but not the further subdivision of that allotment under Torrens or Strata Title legislation, is permitted within the Kelman Vineyard Estate subject to the following controls:

For the purposes of approval, one dwelling shall be nominated by the owner as being the 'main dwelling' and the other shall be nominated as the 'second dwelling'.

Owners are encouraged to provide the Executive Committee with a 'master plan' of all future development on the Lot if future construction of a 'second dwelling' might be contemplated.

(b) A maximum 35% of the Designated Building Area of an allotment may be occupied by the enclosed floor area of a single building or multiple buildings

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developed as the 'main dwelling' and a 'second dwelling'. The term 'building' includes covered car spaces and verandahs, but does not include balconies, decks or the like that may be partially covered by a roof or pergola.

The top of the roof ridge of a single dwelling or multiple buildings on an allotment must not be more than 8.5 metres above the natural ground level. The enclosed area of single or multiple buildings on an allotment must not project outside an envelope created by a 45 degree line projected from a point 1 metre above the property boundary or 2 metres above a line of vineyard planting.

(c) The enclosed floor area of a 'second dwelling' may be no more than 60% of the enclosed floor area of the 'main dwelling' or 150 square metres, whichever is the lesser. Calculations demonstrating compliance with this requirement are to be submitted to the Executive Committee.

A 'second dwelling' shall contain no more than two bedrooms and spaces designated as living, dining, kitchen, laundry, bathroom and / or ensuite bathroom. Spaces designated as 'study' or spaces without a designation and considered by the Executive Committee to be capable of use as additional bedrooms within a 'second dwelling' are not permitted.

(d) In order to reduce the amount of paved surfaces within Kelman Vineyard Estate, the number of car parking spaces for a 'main dwelling' and a 'second dwelling' will be limited. The maximum number that will be approved shall be determined by reference to the table below:

Main dwelling
- Up to 3 bedrooms — 1 covered and 2 open spaces
- 4 bedrooms — 2 covered and 2 open spaces
- 5 or more bedrooms — 2 covered and 3 open spaces

Second dwelling
- Up to 2 bedrooms — 1 covered and 1 open space

(e) A 'second dwelling' may be under the same roof as the 'main dwelling' or as a separate structure providing its architectural character and detail is consistent with that of the 'main dwelling' and it is physically linked by way of a verandah, covered way or a pergola to the 'main dwelling'.

(f) The landscaping around a 'second dwelling' must be consistent with landscaping around the 'main dwelling' and completed at the same time.

By-Law 3 – New Constructions

3.1 There is no compulsion for any proprietor of a Lot to commence construction within any set time limits after purchase of their Lot.

3.2 A new dwelling or other improvement (excluding fences) must only be constructed upon the Designated Building Area of each Lot and within the Building Envelope for each Lot.

3.3 Any construction of a new dwelling, alterations to existing dwelling or alterations to the landscaping must be completed within twelve months of commencing the works.

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3.4 Vacant Lots must be kept clean and tidy at the Lot proprietor's expense.

3.5 If in the opinion of the Community Association a vacant Lot is in an untidy condition the Community Association shall deliver a notice to the proprietor of the Lot with instructions to carry out such rectification works as the Community Association shall direct.

3.6 If the proprietor of the Lot fails to make such rectification work as the Community Association shall direct within 14 days of the issue of such notice the Community Association may undertake such work itself and the Lot proprietor will be responsible for all costs incurred.

By-Law 4 – Association Property

4.1 The proprietor or occupier of a Lot must not:
(a) damage Community Property; or
(b) without the prior consent of the Community Association interfere with or obstruct the use of Community Property.

4.2 The proprietor of occupier of a Lot must not, except with the approval of the Community Association, use any part of Community Property for their own purposes, unless they are doing so in accordance with these By-Laws.

4.3 The proprietor or occupier of a Lot must promptly give notice to the Community Association of any damage to or defect in Community Property of which they become aware.

4.4 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, undertake any construction, attach any fixtures or notices thereto or alter Community Property.

By-Law No. 5 – Inappropriate use of or Inappropriate Behaviour on Common Property

5.1 The proprietor of occupier of a Lot must not use any item on Community Property for a purpose other than that for which it was constructed or provided.

5.2 The proprietor of occupier of a Lot must conduct themselves in a reasonable, quiet and sober fashion whilst on Community Property.

By-Law 6 – Signage

6.1 The proprietor or occupier of a Lot must not erect any signs without the approval of the Community Association.

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By-Law 7 – Maintenance of Lot

7.1 The proprietor or occupier of a Lot, must keep their Lot including the exterior of the building on the Lot, clean and tidy and in good repair and condition.

7.2 The proprietor or occupier of a Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association and in conformity with the Architectural and Landscape Design Guidelines.

7.3 The Community Association may give notice to the proprietor or occupier of a Lot requiring compliance with the terms of this By-Law 7. If the recipient of the notice fails to comply with the notice the provisions of By-Law 22 shall apply.

7.4 The obligation of the proprietor or occupier of a Lot pursuant to this By-Law 7 is subject to the obligations of the Community Association in relation to the Vineyard Areas and the Landscaped Areas as set out in By-Laws 39, 40 and 41.

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Part 2 – Restricted Community Property

Removed after the expiry of the Initial Period

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Part 3 – Mandatory Matters

By-Law 8 – Community Property

8.1 The Community Property comprises:
- (a) The Open Access Ways;
- (b) The Gate House;
- (c) The Community Facilities and Open Space Areas;
- (d) The Storage Areas; and
- (e) The Sewerage System Areas.

By-Law 9 – Use of Community Property

9.1 Proprietors or occupiers of Lots are not permitted to use or enter upon the Storage Areas or the Sewerage System Areas.

9.2 The Gate House, the Community Facilities and Open Space Areas and the Open Access Ways are available for use by:
- (a) the proprietors and occupiers of Lots; and
- (b) Authorised Persons.

9.3 The Open Access Ways are available for use by members of the general public.

9.4 The following conditions apply to the use of:
- (a) The Open Access Ways
  - (i) motor vehicles must not be driven in a manner that is dangerous or creates a nuisance to other motorists, pedestrians or proprietors or occupiers of any Lot;
  - (ii) motorists must obey the applicable laws in force for the time being with respect to the use and operation of motor vehicles on public roads and highways;
  - (iii) motor vehicles must not be parked on the Open Access Ways except in areas specially designated as "car parking areas".
- (b) The Community Facilities and Open Space Areas
  - (i) may be used for tennis, picnics, walking, jogging and other similar recreational activities;
  - (ii) motor vehicles, bicycles, carts or other forms of transport may not be used;
  - (iii) the use and play on the Tennis Courts is subject to the control of the Executive Committee.
  - (iv) persons using the Community Facilities and Open Space Areas must conduct themselves in a proper and orderly manner and must not create a nuisance or disturbance to other users or the proprietors or occupiers of any Lot.
- (c) The Gate House
  - (i) that part of the gate House situated on the southern side of the entrance to the Community Parcel will be used principally as the residence of the caretaker and Lot proprietors or occupiers are not permitted to enter upon such residence without the prior approval of the Executive Committee;

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(ii) that part of the Gate House situated on the northern side of the entrance to the Community Parcel shall be used for the following purposes:
  (A) as a meeting room for the Community Association and the Executive Committee,
  (B) for the storage of wine, and
  (C) as an office;

(iii) proprietors or occupiers of Lots may only enter the Gate House situated on the northern side of the entrance to the Community Parcel as authorised by the Executive Committee

9.5 The Community Association is responsible for the control, management, operation and maintenance of the Community Property.

9.6 The Community Association must impose contributions on Lot proprietors for the control, management, operation, maintenance and repair of the Community Property.

9.7 The Executive Committee may from time to time amend the conditions attaching to the use of Community Property as set out in By-Law 9.4.

By-Law 10 – Fencing and Landscaped Areas

10.1 A proprietor or occupier of a Lot must, prior to erecting a fence, obtain the consent of the Executive Committee and must ensure that the fence complies with the Fencing Requirements.

10.2 By-Law 10.1 does not apply to fencing on Community Property.

10.3 Where any fencing has been constructed around or over any Lot by the Community Association the proprietor or occupier of that Lot must not remove such fencing and (subject to By-Law 10.4) must maintain such fencing in good repair.

10.4 Where any security fencing around the perimeter of the Community Parcel has been constructed on a Lot by the Community Association then the Community Association shall be responsible for the maintenance and repair of such fencing.

10.5 A proprietor or occupier of a Lot must not erect any fencing on any part of his Lot which is subject to the Vineyard Maintenance Easement or the Landscape Easement.

By-Law 11 – Garbage

11.1 The Community Association must provide an adequate service for the collection and disposal of garbage from all Lots and from the Community Property.

11.2 The Community Association must ensure that:
(a) garbage bins are provided on the Community Property;
(b) all garbage from the Community Property is deposited into the garbage bins so provided; and
(c) the garbage bin areas are kept clean and tidy.

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11.3 The Community Association will determine from time to time the contractor to collect garbage from the Community Parcel. An agreement currently exists with Council to provide the service required under By-Law 11.1.

11.4 The Community Association and proprietors or occupiers of Lots must respectively ensure that garbage from the garbage bins on Community Property and their Lots are made available for collection by the contractor nominated by the Community Association in accordance with Council's by-laws and ordinances relating to the disposal of garbage.

11.5 The proprietor or occupier of a Lot must:
(a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours; and
(b) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.

11.6 The proprietor or occupier of a Lot is responsible:
(a) to ensure that garbage is made available for collection as specified from time to time by the Community Association in accordance with the Rules and Council's by-laws and ordinances relating to the disposal of garbage; and
(b) to ensure that their garbage bin is promptly removed from the road after collection of the garbage.

By-Law 12 – Services

12.1 The Management Statement includes a Prescribed Diagram in respect of the following Services:
(a) security;
(b) telecommunications;
(c) electricity;
(d) water;
(e) sewerage;
(f) stormwater; and
(g) gas.

12.2 The Community Association will maintain and repair (or procure the maintenance and repair of) all the Service Lines.

12.3 Statutory easements will be created (where appropriate) with respect to the Service Lines.

12.4 Where any Service is not provided by a statutory authority the Community Association shall be responsible for providing and maintaining such Service.

12.5 Where any Service is provided by the Community Association appropriate easements will be created with respect to the Service Lines relating to such Services.

12.6 Water is supplied by Hunter Water Corporation to the boundary of Lot 1 (which is owned by the Community Association) and the Community Association is responsible for the payment of Hunter Water Corporation accounts.

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12.7

a) The Community Association is responsible for the provision, maintenance, repair, renewal and replacement of water Services to Lots in accordance with and on the terms and conditions of By-Laws 12, 18, 19 and 22.

b) Proprietors and occupiers hereby consent to the Community Association entering their Lots for the purpose of providing water Services and implementing the provisions of By-Law 12

12.8

a) The obligation of the Community Association to provide, maintain, repair, renew and replace water Services to a Lot is conditional upon the installation of a Water Meter by and at the cost of the owner on the water Service Line servicing the owner's Lot.

b) Water Meter means a device connected to the water Service Line by a 20mm pipe and which measures the supply of water provided to a Lot in kilolitres.

c) Water Meters installed on Lots become the property of the Community Association and the Community Association is responsible for the maintenance, repair, renewal and replacement of Water Meters.

12.9 The Community Association:

a) in accordance with By-Law 19 has the power to enter a Lot to maintain, repair, renew or replace a Water Meter or Service Line.

b) may issue invoices and recover from proprietors or occupiers as a debt the amount charged by the Community Association in accordance with By-Law 12.9 c) for the supply of water as recorded by the Water Meters:

c) the Community Association must charge for water supplied to proprietors and occupiers the same amount per kilolitre or part thereof as charged by Hunter Water Corporation to the Community Association, and

d) may charge and recover interest from a proprietor or occupier in accordance with and at the rate prescribed by By-Law 28 (or if some other rate is prescribed by law, then at that other rate) where an invoice referred to in By-Law 12.9 b) above is not paid on the date stipulated in the invoice or, if no date is stipulated in the invoice, within one (1) month from the date of the invoice.

12.10 Proprietors or occupiers:

a) accept and agree that any reading by the Community Association of any Water Meter is conclusive evidence of the extent of the use of water supplied to the Lot (manifest errors excepted);

b) must pay any invoice(s) issued by the Community Association based on the reading by the Community Association of the Water Meter; and

c) must ensure that the Water Meter on their Lot is not damaged, interfered with, painted, altered or removed from its point of installation.

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12.11 If a proprietor or occupier is in breach of By-Law 12:10:

a) the Community Association may issue a notice in writing requesting that the proprietor or occupier remedies the breach of the By-Law and the proprietor or occupier must comply with the Community Association's request.

b) If, within the time-frame for compliance set out in the notice, the proprietor or occupier fails to remedy the breach the Community Association may suspend or restrict water supply to the defaulting proprietor's or occupier's Lot until such time as the proprietor or occupier is no longer in default or an agreement is reached between the proprietor or occupier and the Community Association.

c) Without prejudice to any other rights, the Community Association and persons authorised by it may enter upon the Lot to suspend or restrict water supply in accordance with By-Law 12.11 (b) or to exercise its right of rectification under By-Law 22.

d) A proprietor or occupier must, jointly and severally, indemnify the Community Association against any liability, cost, loss or expense incurred by the Community Association should the Community Association be required to carry out any work to rectify the proprietor's or occupier's breach of this By-Law or the Management Act.

12.12

a) Proprietors and occupiers accept and agree that By-Laws 12.7 to 12.11 (inclusive) have retrospective effect.

b) In the event of any inconsistency between By-Laws 12.7 to 12.11 (inclusive) and other By-Laws in the Management Statement then, By-Laws 12.7 to 12.11 shall prevail.

By-Law 13 – Insurance

13.1 The Community Association must review on an annual basis all insurances effected by it and the need for new or additional insurances.

13.2 Notice of an Annual General Meeting must:
(a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
(b) include at least once every five years a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.

13.3 The Community Association must effect new insurances should circumstances change with regard to Community Property and the Vineyard Areas.

13.4 A Lot proprietor or occupier must not do anything to adversely affect insurances effected by the Community Association.

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By-Law 14 – Executive Committee Proceedings

14.1 The Executive Committee of the Community Association must be established in accordance with Division 2 of Part 2 of the Management Act.

14.2 The Executive Committee must fix a notice board to some prominent part of the Community Property.

14.3 The Executive Committee may subject to By-Laws 14.8 and 14.9 meet together for the conduct of business and regulate its meetings as necessary.

14.4 The Secretary or the member of the Executive Committee who convenes a meeting must no less than 24 hours immediately before the Executive Committee holds a meeting, give notice to all proprietors of the intention to hold the meeting and the proper agenda for the meeting. This may be done via electronic communication.

14.5 The agenda for a meeting must include details of all business to be dealt with at the meeting.

14.6 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

14.7 Meetings must be held within a radius of 10 kilometres from the Community Parcel.

14.8 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than one third of the members of the Executive Committee, convene a meeting within 14 days of the making of the request.

14.9 Where:

(a) By-Law 14.4 has been complied with in relation to a meeting;

(b) each member of the Executive Committee, or their substitute, has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

(c) the resolution has been approved in writing by a majority or members of the Executive Committee:

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it has been passed at a duly convened meeting of the Executive Committee even though the meeting was not held. Such notices, motions and resolutions may be served and approved via electronic communication.

14.10 A proprietor of a Lot or their nominee may attend a meeting but not address the meeting unless authorised by a majority vote of the Executive Committee.

14.11 Minutes must be kept of all meetings of the Executive Committee.

14.12 The Executive Committee must within 7 days after holding a meeting distribute a copy of the minutes of that meeting to all proprietors. This may be done via electronic communication.

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14.13 The functions of the Secretary and the Managing Agent include:
- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (b) giving on behalf of the Community Association and the Executive Committee notices required to be given under the Management Act;
- (c) maintaining the Community Association roll;
- (d) supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act.
- (e) answering communications addressed to the Community Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Community Association;
- (g) performing administrative or secretarial functions on behalf of the Community Association; and
- (h) keeping records under Part 3 of Schedule 1 of the Management Act.

14.14 The functions of the Treasurer and the Managing Agent include:
- (a) the functions set out in Section 36(1) and (2) of the Management Act;
- (b) notifying proprietors of Lots of any contributions levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 to the Management Act;
- (e) notifying proprietors of Lots of any contributions levied under the Management Statement and collecting such contributions.

14.15 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:
- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee.

14.16 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for out of pocket expenses incurred by them in the performance of their functions, provided those expenses are considered reasonable by the Executive Committee.

14.17 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Executive Committee except in the case of a fraud or wilful misconduct on the part of that member.

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Part 4 – Optional Matters

By-Law 15 – Restrictions on Parking

15.1 A proprietor or occupier of a Lot must not park a vehicle on the Community Parcel except on an area of the Community Parcel designated by the Community Association from time to time as being an area where a vehicle may be parked by a proprietor or occupier of a Lot.

15.2 A proprietor or occupier of a Lot must not park a boat or a trailer on the Community Parcel except on the Community Parcel designated by the Community Association from time to time as being an area where a boat or trailer may be parked by a proprietor or occupier of a Lot.

15.3 Except for the purposes of delivery of furniture or household items or a New Construction or Building Modification a proprietor or occupier of a Lot must not permit any vehicle in excess of 2 tonnes on the Community Parcel.

By-Law 16 – Security Keys

16.1 The Community Association may restrict access to any part of the Community Property by means of Security Keys.

16.2 The Community Association may make Security Keys available to proprietors and occupiers of Lots and persons authorised by the Community Association.

16.3 A person to whom a Security Key is made available must:
(a) not duplicate or copy the Security Key;
(b) immediately notify the Community Association if the Security Key is lost or misplaced;
(c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16.4 The Community Association may charge a reasonable fee for any additional or replacement Security Key.

By-Law 17 – Community Association's Right to Enter into Contracts

17.1 The Community Association may contract with persons to:
(a) provide management and maintenance and other services in connection with Community Property;
(b) provide services to proprietors or occupiers of Lots.

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By-Law 18 – Private Services

18.1 The Community Association may:
(a) arrange for the installation and maintenance of Service Lines for the provision of Private Services;
(b) contract with persons to monitor or provide Private Services.

18.2 The proprietor or occupier of a Lot must not:
(a) carry out any works which interfere with Services;
(b) carry out any works which interfere with Services except with approval of the Community Association;
(c) obstruct access to, overload or damage Services.

If a proprietor or occupier of a Lot becomes aware or damage to or the defective operation of Services they must immediately give notice to the Community Association of that damage or defective operation.

By-Law 19 – Community Association's Right to Maintain Services

19.1 Subject to Section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, replace or improve Private Services subject to reasonable notice being given to the proprietor or occupier of the Lot.

19.2 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

By-Law 20 – Control of Lessees and Licensees

A proprietor whose Lot is the subject of a lease must provide the lessee with a copy of this Management Statement and ensure that the lessee complies with the By-Laws contained therein.

By-Law 21 – Proprietor and Occupier Responsible for Others

A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person on that Lot complies with the By-Laws of this Management Statement.

By-Law 22 – Community Association's Right of Rectification

22.1 The Community Association may remedy anything on a Lot or relating to the obligations of a proprietor or occupier of a Lot pursuant to any By-Law, that should have been carried out by a proprietor or occupier of the Lot but has not been carried out.

22.2 If the Community Association exercises its right under By-Law 22.1 then the Community Association and persons authorised by it may enter the Lot and remain there for as long as is necessary and at the cost of the proprietor or occupier of the Lot.

22.3 The Community Association may enter and remain on a Lot under By-Law 22.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Community Association stating its intention to so enter.

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By-Law 23 – Community Association's Right to Recover Money

23.1 An owner must pay contributions levied under this Management Statement in addition to contributions levied under the Management Act.

23.2 In addition to any other amount which the Community Association is entitled to recover from a proprietor or occupier pursuant to the Management Act, the Development Act, any other act or regulation or the Management Statement, it is also entitled to recover from an owner or occupier as a debt all expenses incurred in:

a) Recovering any amount which the Community Association is entitled to recover from an owner or occupier pursuant to the Management Act, the Development Act, any other act or regulation or the Management Statement;

b) Recovering the expenses of the Community Association incurred in any recovery of the expenses of the Community Association pursuant to this By-Law; or

c) Connection with the contemplated or actual enforcement or preservation of any rights under the Management Statement in relation to an owner or occupier.

23.3 Without limiting the generality of By-Law 23.2 the Community Association shall be entitled to recover from an owner or occupier as an expense:

a) Any fees charged or disbursements incurred by its Managing Agent for sending account reminders, arranging any work the cost of which is recoverable as a debt from an owner or occupier, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due by any owner or occupier and preparing and giving evidence in any proceedings for collection of any amount due by an owner or occupier;

b) The costs and disbursements of any solicitor incurred by the Community Association in the recovery of any amount due, on a full indemnity basis;

c) The costs of any enquiries made to ascertain the whereabouts of the owner or occupier or made in relation to the owner or occupier, any property of the owner or occupier or any person associated or reasonably thought to be associated with the owner or occupier; and

d) Any goods and services tax payable by the Community Association on any expense recoverable from an owner or occupier;

e) The expenses incurred in retaining any independent consultant or other person to evaluate any matters of concern and its administration costs in connection with those events.

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23.4 Any expense of the Community Association which is recoverable from an owner or occupier pursuant to this By-Law shall become due and payable at such time as the Community Association becomes liable to pay that expense.

23.5 Any amount which the Community Association is entitled to recover from an owner or occupier pursuant to the Management Act, Development Act, any other act or regulation or these By-Laws, other than contributions levied by the Community Association and interest thereon, shall bear interest from the date on which the amount becomes due and payable until the date it is paid in accordance with and at the rate prescribed by By-Law 28 (or if some other rate is prescribed by law, then at that other rate).

23.6 Notwithstanding any direction by an owner or occupier to the contrary, the Community Association shall be entitled, in its absolute discretion, to set off any monies received from an owner or occupier against any amount due by that owner or occupier to the Community Association.

23.7 This By-Law 23 has retrospective effect back to 1 January 2015.

By-Law 24 – Trading Activities

24.1 (a) The Community Association may, for the purposes of exercising and performing its function, carry on a business as a wine and olive producer. Wine may be produced from grapes grown on the vineyard and grapes sourced externally, provided the content of the wine produced complies with relevant legislation applicable to New South Wales. Olive derived products may be produced from olives grown on the vineyard or olives sources externally.

(b) The Executive Committee may from time to time determine that product be sourced externally for the production of wine or olive products.

24.2 The Community Association:

(a) must pay into its Administration or its Sinking Fund income derived by it from its business or trading activities;

(b) must estimate how much money it will need to credit to its Administration or its Sinking Fund to meet expenses associated with carrying on the business or trading activities and must make that estimate as the occasion requires at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;

(c) must impose a levy on each member for a contribution to provide the amount estimated under By-Law 24.2(b);

(d) may distribute any net profit derived by it from carrying on its business or trading activities in accordance with Clause 16 of Schedule 1 of the Management Act; and

(e) may distribute wine made from grapes grown on the Vineyard to proprietors of Lots in lieu of the whole or part of any entitlement of that proprietor to net profit referred to in By-Law 24.2(d).

24.3 If the Community Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Administration or Sinking Fund in order to meet the amount of the net loss.

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24.4 – All produce from the Vineyard Areas will remain the property of the Community Association.

24.5 (a) – The Executive Committee must determine from time to time the retail price of wine to be sold by the Community Association and the discounts available to Lot proprietors, staff and others as determined by the Executive Committee.

24.5 (b) – The Executive Committee may from time to time temporarily restrict discounted sales to ensure an adequate selection of wines is available for sale at retail prices.

24.6 Lot proprietors may enter into arrangements with the Community Association to label wine to the requirements of Lot proprietors provided the Lot proprietors pay any extra costs involved.

By-Law 25 - Prohibiting Illegal Uses and Restricting Short-Term Rental Accommodation Arrangements (Added)

1. Introduction

(1) Community Association DP No 270158 is located at Oakey Creek Road, Pokolbin.

(2) The Association has determined that it wishes to pass a by-law imposing restrictions on short-term rental accommodation arrangements, and prohibiting illegal uses, and to do so for the control and preservation of the essence or theme of the development.

(3) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose.

(4) This by-law also:

(a) prohibits you from using your lot, or allowing your lot to be used, for the purpose of a short-term rental arrangement where the lot is not your principal place of residence, as the Association believes that such circumstances detract from the essence and theme of the development comprising the Association, and

(b) contains rules you must obey if your residential lot is your principal place of residence and is used for the purpose of a short-term rental arrangement.

(5) You must comply with this by-law.

(6) If you do not comply with this by-law the Association may take action against you.

(7) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

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2. Definitions

(1) In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Fair Trading Act 1987*;

(b) "**Association**" means Community Association DP No. 270158;

(c) "**bond**" means the sum of $1,000.00 or such other reasonable amount determined from time to time by the Association;

(d) "**code of conduct**" means any code of Conduct for the Short-Term Rental Industry and declared under section 54B of the Act or the Regulations as a code of conduct applying to short-term rental accommodation industry participants;

(e) "**Council**" means the local council within whose local government area the Association is situated;

(f) "**expenses**" means any cost or expense incurred by the Association arising out of or a as a result of the use of a lot for the purposes of a short-term rental accommodation arrangement including:

(i) cleaning costs;

(ii) costs to repair association property;

(iii) fees charged by a security contractor;

(iv) association managing agent's costs;

(g) "**guest list**" means a list of any guests who from time to time use a lot pursuant to a short-term rental accommodation arrangement and which includes the names, addresses and mobile telephone numbers of those guests and the dates between which those guests occupy the lot pursuant to the short-term rental accommodation arrangement;

(h) "**guests**" means any persons who occupy a lot pursuant to short-term rental accommodation arrangement;

(i) "**insurance**" means a policy of insurance in respect of damage to property, death or bodily injury for which you could become liable in damages arising out of the occupation or use of your lot for the purposes of a short-term rental accommodation arrangement for a cover of not less than $10,000,000 for each event in respect of which any claim or claims may be made;

(j) "**LEP**" means the local environmental plan of the Council that is applicable to the Association including any amendment of it and any planning instrument replacing it;

(k) "**lot**" means a lot in the community association and, where the context permits, includes part of a lot such as a building or a bedroom within a building;

(l) "**Management Act**" means the *Community Land Management Act 2021;*

(m) **"Principal Place of Residence"** means the one place of residence that is, among the one or more places of residence of the person within Australia, the principal place of residence of that person.

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(n) "**Regulations**" means any regulations made under the Act;

(o) "**short-term rental accommodation arrangement**" means a commercial arrangement for giving a person the right to occupy a lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement;

(p) "**you**" means an owner, occupier or lessee of a lot.

(2) In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

(c) words importing the singular number include the plural and vice versa;

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(e) any expression used in this by-law and which is defined in the Management Act or the Act will have the same meaning as that expression has in that Act or the Management Act unless a contrary intention is expressed in this by-law;

(f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the Association, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

4. Prohibiting Short-Term Rental Accommodation Arrangements

(1) You must not use your lot, or allow your lot to be used, for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

(2) You must take all reasonable steps to ensure that your lot is not used for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

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5. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb or Stayz for any use which is prohibited by this by-law.

6. Permissible Short-Term Rental Accommodation Arrangements

Nothing in this by-law operates to prevent a lot being used or advertised for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

7. Evidence of Principal Place of Residence

You must, if required to do so by the Association, provide evidence to the Association demonstrating that your lot is your principal place of residence or the principal place of residence of the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

8. Bond

(1) Before using your lot, or allowing your lot to be used, for the purposes of a short-term rental accommodation arrangement, you must pay a bond to the Association.

(2) The Association shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards its expenses including:

(a) cleaning any part of the association property that is soiled or made dirty by your guest;

(b) repairing any damage caused to the association property by your guest;

(c) any fees charged to the Association by any agent or contractor because of the use of your lot for the purposes of a short-term rental accommodation arrangement including fees charged by a:

(i) building manager;

(ii) security contractor;

(iii) community managing agent.

(3) If the Association uses the bond or any part of it in accordance with this by-law then (when requested to do so by the Association) you must top up the bond to its full amount.

(4) The Association must refund the bond, or the remaining balance of it, when you notify the Association (and it is the case) that your lot is no longer used for the purposes of a short-term rental accommodation arrangement.

9. Insurance

(1) Before using your lot, or allowing your lot to be used, for the purposes of a short-term rental accommodation arrangement, you must ensure that the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the lot has obtained insurance.

(2) If you use your lot, or allow your lot to be used, for the purposes of a short-term rental accommodation arrangement, you must ensure that insurance is in place.

(3) You must give the Association a copy of a certificate of currency for any insurance required under this by-law with respect to your lot when requested to do so by the Association.

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10. Guest List

(1) If you use your lot, or allow your lot to be used, for the purposes of a short term rental accommodation arrangement, you must:

(a) keep a guest list for your lot;

(b) ensure that the guest list for your lot is kept up to date.

(2) You must give the Association a copy of the guest list for your lot when requested to do so by the Association.

11. Rules for Short-Term Rental Accommodation Arrangements

(1) You must take all reasonable steps to ensure that any guests who use your lot for the purposes of a short-term rental accommodation arrangement:

(a) (**nuisance**) do not cause a nuisance to, or disturb the peaceful enjoyment of, the owner or occupier of another lot or any person on association property;

(b) (**noise**) do not create any noise in your lot or on the association property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person on association property;

(c) (**smoking**) do not smoke in your lot or on the association property if smoking is prohibited in either area under the by-laws applicable to the Association and, if smoking is permitted in your lot, that smoke caused by the smoking of guests in your lot does not penetrate to the association property or any other lot;

(d) (**fire safety**) do not do anything in your lot or on the association property that is likely to affect the operation of safety devices in the Association or reduce the level of fire safety in the apartments or association property;

(e) (**security**) do not do anything to compromise or prejudice the security of the community association;

(f) (**damage**) do not damage or cause any damage to association property;

(g) (**services**) do not use any equipment or services within the Association for any purpose other than the purpose for which they are designed or intended to be used;

(h) (**garbage**) dispose of garbage, waste and recyclable materials in accordance with the by-laws and any reasonable directions of the Association.

(2) If you are a guest, you must not do or omit to do any of the things identified in the previous clause of this by-law.

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12. Compliance with Code of Conduct and Laws

(1) You must comply with the code of conduct to the extent that it applies to you if your lot is used for the purposes of a short-term rental accommodation arrangement.

(2) You must ensure that your lot is registered on the Short-Term Rental Accommodation Register or any other like register established under the *Environmental Planning and Assessment Regulation 2000* if your lot is used for the purposes of a short-term rental accommodation arrangement.

(3) You must comply with all laws applicable to your lot or take all reasonable steps to ensure that any person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy your lot complies with all laws application to the lot (including fire safety laws in the *Environmental Planning and Assessment Regulation 2000*) if your lot is used for the purposes of a short-term rental accommodation arrangement.

(4) Nothing in this clause gives you the right to use your lot, or allow your lot to be used, for the purposes of a short-term rental accommodation arrangement if the use of your lot for those purposes is prohibited by this by-law.

13. Indemnity

You must indemnify and keep indemnified the Association against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Association arising out of the use of your lot for the purposes of a short term rental accommodation arrangement or any breach of this by-law by you.

14. Rules for Guests

(1) You must provide your guests with a copy of the by-laws that are applicable to this Association including this by-law before or as soon as reasonably practicable after your guests commence using your lot for the purposes of a short-term rental accommodation arrangement.

(2) If you are a guest, you must comply with the by-laws that are applicable to the Association to the extent that the by-laws are applicable to you.

By-Law 26 – Things Done at Proprietor's or Occupier's Costs

Anything which a proprietor or occupier of a Lot is required to do under these By-Laws must be done at the cost of that proprietor or occupier.

By-Law 27 – Community Association not Liable for Damage

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or wilful neglect of the Community Association or any employee or agent of the Community Association.

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By-Law 28 – Interest on Overdue Money

28.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.

28.2 During the period that an amount under By-Law 28.1 remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of $100,000.

28.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 28.2.

28.4 Nothing in this By-Law 28 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

By-Law 29 – Rules

29.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:

(a) the control, management, operation and use of the Community Property;
(b) the storage, disposal and collection of garbage;
(c) use of waste and lake water; and
(d) the provision and use of Private Services.

29.2 The Community Association may at any time add to or change the Rules. An addition or change to a Rule may not be inconsistent with the Management Act, the Development Act or these By-Laws.

29.3 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot.

By-Law 30 – Compliance with Requirements of Authorities

A proprietor or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

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By-Law 31 – Notices to be Observed

A proprietor or occupier of a Lot must comply with the terms of any notice displayed on Community Property or communicated in writing or electronically by the Community Association, a Service Provider or other relevant authority.

By-Law 32 – Instructing Contractors

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so in writing by the Community Association.

By-Law 33 – Certificate

A certificate signed by the Community Association, its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

By-Law 34 – Communications with Community Association

Any complaint, notice, request or application to the Community Association must be addressed in writing to the Managing Agent. This may be done by electronic means.

By-Law 35 – Communications from Community Association

Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing. This may be done by electronic means.

By-Law 36 – Approvals by Community Association

The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

By-Law 37 – Availability of By-Laws

A copy of these By-Laws must be made available by the Community Association or the Managing Agent. Lot proprietors must pay the cost of producing such copies. This may be done by electronic means.

By-Law 38 – Community Managing Agent

The Community Association may arrange for the appointment of a suitably qualified Managing Agent in accordance with Section 50 of the Management Act. The Community Association has an existing contract with Strata Master Pty Ltd for this purpose.

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By-Law 39 – Keeping of Animals

39.1 The proprietor or occupier of a Lot must not except with the approval of the Community Association keep an animal (other than a dog, cat or bird) on their Lot.

39.2 The Community Association may impose Rules as to the keeping of animals.

39.3 Where a proprietor or occupier of a Lot or any person who is on the Community Parcel with his consent (express or implied) brings or keeps an animal on the Lot or any other part of the Community Parcel the proprietor or occupier is:

(a) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the animal; and

(b) responsible for cleaning up after the animal has used any part of another Lot or any part of the Community Parcel.

39.4 The liability and responsibility imposed on the proprietors and occupiers of Lots by By-Law 39.3 exists notwithstanding that a proprietor or occupier has obtained the approval of the Community Association to keep an animal on a Lot or on any other part of the Community Parcel.

By-Law 40 – Vineyard Areas

40.1 The Vineyard Areas have been established on part of Lots 2-22, 24-27, 31, 32 and 34-48, 50-56, 63, 65-77, 79 and 80, an olive grove on Lots 57-62 and 67 and a lemon grove on Lots 67 and 68.

40.2 The obligations of the Community Association in relation to the Vineyard Areas are as follows:

(a) maintain all Vineyard Areas (including irrigation system) in good order and condition;

(b) ensure the soil retains its suitability to grow grapes as planted;

(c) replace any dead or dying vines in need of replacement;

(d) eradicate pests, weeds and noxious plants by spraying and / or by such other means as the Community Association may determine;

(e) harvesting the grapes and olives at times appropriate for the harvesting of grapes, olives and lemons;

(f) effect any insurances considered by the Community Association to be appropriate.

40.3 The Community Association may:

(a) process (into wine) the grapes harvested from Vineyard Areas; and

(b) sell the grapes, olives and lemons harvested from Vineyard Areas.

40.4 The Community Association must, as regards wine made from grapes harvested from Vineyard Areas:

(a) bottle and label the wine; and

(b) sell or distribute the wine.

40.5 Property in the grapes and olives harvested and the proceeds of sale of such grapes and olives and wine made by (or on behalf of the Community Association) from such grapes shall belong to the Community Association.

40.6 The Community Association (and its agents, servants and contractors) shall, for the purposes of carrying out its obligations under By-Law 40.2, have the right to pass over the site of any right of way to or from any Lot.

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By-Law 41 – Landscaped Areas and Stormwater Detention Basins

41.1 The Community Association must maintain the Landscaped Areas in good order and condition.

41.2 Without limiting the generality of By-Law 41.1 the Community Association shall wherever and whenever appropriate carry out the following to the Landscaped Areas:

(a) mowing and slashing, including mowing, rolling and line marking of Tennis Courts;
(b) weeding;
(c) fertilising and spraying;
(d) tree lopping and trimming;
(e) replacement of dying or dead plants, trees and shrubs; and
(f) irrigation.

41.3 The owners or occupiers of Lots 1, 67 and 78 must not alter the stormwater detention basins respectively situated on Lots 1, 67 & 78. The Community Association shall be responsible, at its own cost, for the maintenance of such stormwater detention basins.

By-Law 42 – Walking Trails

42.1 The Community Association may establish walking trails through the Community Property and the Landscaped Areas. The Community Association shall keep such walking trails in good order and condition.

42.2 Without limiting the generality of By-Law 42.1, owners and occupiers of Lots and Authorised Persons shall have the right to use any such walking trails established through the Community Property and the Landscaped Areas.

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Part 5 – By-Laws Required by Public Authorities

By-Laws 40, 41 and Parts 5 and 6 of the Management Statement must not be varied, modified or revoked without the approval of Cessnock City Council.

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Part 6 – Interpretations and Meanings

By-Law 43 – Interpretation

43.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"**Annual General Meeting**" means an annual general meeting of the Community Association.

"**Architectural and Landscape Design Guidelines**" means the architectural and landscape standards and guidelines set out in Part 7 and otherwise as prescribed by the Community Association from time to time in respect of the Community Parcel.

"**Authorised Person**" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, or the Community Association.

"**Building Modification**" means any modification, addition, alteration, or exterior colour change made on or to an existing building structure on:

(a) a Lot; or
(b) Community Property;

that impacts on the streetscape of the Community Parcel.

"**Building Envelope**" means that part of a Lot being a three dimensional envelope within which all buildings and other improvements (excluding fences) must be constructed, such envelope being a plane projected at an angle of 45° over the Designated Building Area commencing from a distance of 1 metre above natural ground level at the boundary of the Lot or 2 metres above natural ground level at the boundary of the Vineyard Maintenance Easement (whichever is closer to the Designated Building Area). By way of example reference should be made to Diagram 1 in Part 7.

"**By-Law**" means a by-law included in the Management Statement.

"**Community Association**" means the corporation that:

(a) is constituted by Section 25 of the Development Act on the registration of the Community Plan; and
(b) is established as a community association by Section 7 of the Management Act.

"**Community Facilities and Open Space Areas**" means that part of the Community Property shown on the Concept Plan and designated as Community Facilities and Open Space Areas".

"**Community Facilities Area**" means that part of the Community Property shown on the Concept Plan and designated as "Community Facilities Area".

"**Community Parcel**" means land the subject of a Community Plan.

"**Community Plan**" means deposited plan number DP270158.

"**Community Property**" means Lot 1 in the Community Plan.

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"**Concept Plan**" means the plan of amenities on Community Property contained in Part 8.

"**Council**" means Cessnock City Council.

"**Designated Building Area**" means that part of a Lot within which all buildings and other improvements (excluding fences) must be constructed and being more particularly shown on the Designated Building Area Plan.

"**Designated Building Area Plan**" means the plan showing the Designated Building Area for each Lot contained in Part 9.

"**Development Act**" means the Community Land Development Act 1989 and regulations made under it.

"**Development Activities**" means:

(a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Services;
(b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
(d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
(e) the subdivision of land forming part of the Community Parcel.

"**Executive Committee**" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"**Fencing Requirements**" means the fence style and requirements set out in Clause 7 of Part 7 of these By-Laws.

"**Gate House**" means that part of the Community Property shown on the Concept Plan and designated as "Gate House".

"**General Meeting**" means an annual general meeting or a special general meeting of the Community Association'

"**Landscaped Areas**" means that part of each Lot required by the Council to be landscaped and being that part of each Lot the subject of the Landscape Easement.

"**Landscape Easement**" means the easement for landscape and maintenance described in the Section 88B Instrument and shown on the Community Plan.

"**Lot**" means land that is a lot in the Community Plan that is not Community Property, a public reserve or a drainage reserve.

"**Management Act**" means the Community Land Management Act 1989 and regulations made under it.

"**Management Statement**" means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

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"**Managing Agent**" means an agent appointed under section 50 of the Management Act.

"**New Construction**" means building work that is intended to be carried out on:
(a) a Lot; or
(b) Community Property.

"**Open Access Ways**" means that part of the Community Property shown on the Concept Plan and designated as "Open Access Ways".

"**Prescribed Diagram**" means the diagram relating to the Service Lines with the Community Plan and prescribed in Section 36 of the Development Act.

"**Private Service**" means a service running through or servicing Lots or Community Property which is not a Statutory Service.

"**Rules**" means the rules made under By-Law 29.

"**Sales Activities**" means activities relating to sales of Lots (including auction sales).

"**Secretary**" means the Secretary of the Community Association.

"**Security Key**" means a key, magnetic card or other device used to:
(a) open and close doors, gates, buildings or locks; or
(b) operate alarms, security systems or communications systems.

"**Service**" means a Statutory Service or a Private Service.

"**Service Line**" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated on the Prescribed Diagram.

"**Service Provider**" means, without limitation, Energy Australia, Telstra Corporation Limited, the Hunter Water Corporation, AGL Energy Limited and any authorities or corporations assuming their functions.

"**Sewerage System Areas**" means that part of the Community Property shown on the Concept Plan and designated as "Sewerage System Areas".

"**Sinking Fund**" means the sinking fund referred to in Section 12 Part 4 of Schedule 1 of the Management Act.

"**Statutory Service**" means a service running through or servicing Lots or Community Property provided by a Service Provider.

"**Storage Areas**" means that part of the Community Property shown on the Concept Plan and designated as "Storage Areas".

"**Tennis Courts**" means the tennis courts constructed on the Community Facilities and Open Space Areas.

"**Treasurer**" means the treasurer of the Community Association.

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"Vineyard Areas" means that part of each Lot planted with vines or olive trees and established as a vineyard or olive grove and being that part of each Lot the subject of the Vineyard Maintenance Easement.

"Vineyard Maintenance Easement" means the easement for vines, olive trees and maintenance described in the Section 88B Instrument and shown on the Community Plan.

43.2 In the By-Laws unless the contrary intention appears:

(a) a reference to an instrument includes any variation or replacement of it;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) the word "person" includes a firm, a body corporate, an association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;

(f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

(g) headings are inserted for convenience and do not affect the interpretation of this Management Statement; and

(h) words and phrases defined in the Development Act or the Management Act shall have the same meaning where used herein.

43.3 Unenforceability of a part or provision of these By-Laws does not affect the enforceability of any part or provision;

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

43.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who services substantially the same purposes or subject of that authority, institute, association, body or officer.

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Part 7 – Architectural and Landscape Design Requirements

1. OBJECTIVES

The Community Parcel has been designed to create a rural living experience which reflects the vibrant vineyard character which is such an important element of the Hunter Valley area in general, and the Pokolbin district in particular.

To this end, the Community Parcel incorporates grapevine and olive tree growing corridors as an integral part of the residential and landscape layout.

These concepts form the basis of the guidelines and standards, the objectives of which are to:

(a) Maintain the rural atmosphere of the locality.
(b) Reinforce the Hunter Valley vineyard concept.
(c) Encourage high quality residential development which is consistent with the above objectives in (a) and (b).
(d) Retain and enhance the natural attributes of the Community Parcel.
(e) Encourage building forms and groupings consistent with rural rather than urban design characteristics.

2. NATURAL FEATURES

Aim: To maintain the natural beauty and features of the area and retain an appropriate ambience within the Community Parcel.

2.1 Natural Contours of Site

To ensure the gently undulating nature of the Community Parcel is maintained, the natural contours of each Lot are to be respected and altered as little as possible. Cut and fill, which may be necessary immediately adjacent to buildings and at tennis courts and pools, is to be kept to a minimum and graded to interrupt contours as little as possible.

2.2 Trees

Individual trees and clusters of trees are located throughout the Community Parcel. These add to the natural character of the area and should be retained wherever possible. Buildings and other improvements should be located so as to avoid existing trees and minimize impact on their root systems. Where the removal of trees is necessary, the extent of trees to be removed should be minimised and where possible, the most mature and healthy specimens retained.

Any trees having a trunk diameter of 400mm or greater must be retained unless within the Designated Building Area. Trees within the Designated Building Area may be removed, although retention is encouraged.

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3. USE, LOCATION AND SIZE OF BUILDINGS

Aim:

(a) To provide space between buildings and setbacks from the Community Property and Vineyard Areas.
(b) To keep a large portion of each Lot free of buildings.
(c) To encourage grouping of structures on each Lot as is characteristic of rural development.
(d) To encourage retention of existing trees on Lots.

3.1 Location

No buildings or improvements (including tennis courts, swimming pools and water storage tanks) are to be located on any Lot other than within the Designated Building Area for that Lot.

The Executive Committee may, at its absolute discretion, permit swimming pools and tennis courts to extend outside the Designated Building Area, but only where such extension does not adversely affect the amenity of adjoining or nearby Lots.

The defining line of the Designated Building Area applies to the external wall face or roof support structure of the building provided that the roof overhang does not exceed 600mm.

Where Designated Building Areas adjoin buildings or other improvements may be constructed to the Lot boundary with the prior written consent of the adjoining Lot owner, if such consent is not obtained, a 3 metre minimum setback will apply.

3.2 The total roof area of all buildings and other improvements on any Lot shall not exceed 35% of the Designated Building Area for that Lot. The total roof area is measured normal to the floor plan and to the outer edge of the eave gutter.

4. BUILDING FORM & DESIGN

Aims:

(a) To maintain the amenity of the site and enhance the quality of its development by encouraging the design and disposition of buildings of a scale and character appropriate to their setting and to the objectives for the Community Parcel.
(b) To discourage or prohibit inappropriate development by clearly defining controls on and standards for development on individual Lots.
(c) To ensure a high standard of quality of design and construction.

4.1 General Character

Building designs should be a contemporary interpretation of traditional Australian rural residential building forms, characterised by a strong relationship between the dwelling, its outbuildings and surrounding land and by transitional zones such as verandahs.

The relationship of the dwelling and its outbuildings is an important contributor to the character of the development.

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4.2 Building Form

Australian rural dwellings are predominantly single storey or have upper levels predominantly incorporated in the roof line. This will be taken to mean no more than 1.5m of external wall shall be permitted in the construction of any upper storey.

The visual impact of upper levels shall be lessened where appropriate by pergolas or verandahs at ground level.

All buildings and above ground improvements on any Lot, excluding fences, must be constructed within the Building Envelope applicable to that Lot. Reference should be made to Diagram 1 within this Part 7.

4.3 Materials and Colours

External wall finishes are to be stone, bagged or rendered masonry, timber, fibre-cement or aluminium in timber profile. Face brickwork is not permitted. Flat fibre-cement sheets may be used in gable ends and eaves linings.

Roofing may be pre-finished or painted corrugated or close-ribbed metal sheet, shingles, cement tiles in slate pattern and colour, slate or fibre-cement laid as shingles.

Windows and external doors are preferred in timber framing. Powder coated aluminium sashes are permitted where the character of the building is strongly established by other elements.

All external colours are to be compatible with surrounding landscape colours. Strongly contrasting colours or reflective surfaces may not be used.

Outbuildings' materials and colours should complement those of the dwelling.

5.1 Swimming Pools

(a) Subject to clause 3.1, swimming pools and any structures serving them (including pool pumps and filters) must be located within the Designated Building Area.

(b) A swimming pool must not materially adversely affect the principal outlook of any other Lot.

(c) The provisions of these Guidelines concerning natural contours of the site and fencing also apply to swimming pools.

(d) If a swimming pool is more than 300 millimetres above ground level it must be contiguous with the house deck or verandah and, if not completely enclosed by the deck or verandah, all external surfaces must be screened from the Community Property and surrounding Lots by timber slats or other screening material approved by the Executive Committee.

(e) Construction of the swimming pool must not commence until the Executive Committee has approved and signed;

I. The plans and specifications required to be lodged with the Council or a Private Certifier, and

II. Any other documents required from the owner from time to time by the Executive Committee in relation to the construction, use and maintenance of swimming pools and the discharge of pool water.

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(f) On completion of construction the owner must provide the Executive Committee with documentation confirming that the swimming pool complies with all regulatory requirements.

(g) Clause 5.5 (External Lighting) applies to swimming pools.

(h) Where a boundary fence is used as part of the required fencing for a swimming pool, a landscape band of 2 metres between the fence and the swimming pool paving edge is required.

(i) Swimming pool pumps and filters must be insulated so as to prevent noise disturbance to adjoining and nearby Lots.

5.2 Tennis Courts

Tennis courts are permitted on individual Lots provided they comply with these Guidelines including those concerning natural contours.

Each tennis court must be, subject to clause 3.1, contained within the Designated Building Area and located so that it does not affect the principal outlook of any other Lot.

Fencing to the tennis court is to be green or black plastic-coated mesh on painted framing. Tennis court lighting is not permitted.

5.3 Water Storage Tanks

The provision of water storage tanks on individual Lots is encouraged to assist in the water efficiency of the Community Parcel. Above ground tanks are to be of painted corrugated galvanised steel and located within the Designated Building Area.

As the tanks are potentially an important visual element of the group of buildings on the Lot, their location should be carefully considered at the design stage to ensure that it does not affect the amenity of nearby and adjoining Lots.

5.4 Clothes Drying & Garbage Holding Areas

These areas may not be located between any building and the road frontage; each must be screened from the Community Property and surrounding Lots by landscaping or other effective screen not less than 1,800mm high in the case of drying areas and 1,200mm high in the case of garbage areas.

5.5 External Lighting

Lighting of outdoor recreational areas, driveways and the like should be carefully considered at the design stage to ensure that it will not adversely affect the amenity of nearby and adjoining Lots.

Flood lights mounted on buildings are generally not an acceptable method of providing external lighting.

5.6 Television Aerials & Satellite Dishes

(a) In the event that the Community Association is able to provide an aerial facility, including connection to all Lots, all dwellings will be required to connect to this facility and no individual roof mounted aerials will be permitted.

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(b) In the event that a Community Association aerial is not provided, individual Lot owners are required to locate aerials and / or dishes within roof spaces or on roofs in locations that minimises projections above the highest roof point.

(c) Any television aerial and / or satellite dish erected on the roof of a dwelling or structure must be approved by the Executive Committee prior to erection. In approving any roof mounted installation, the Executive Committee will need to be satisfied that the installation is the least obtrusive in terms of current technology and location on the roof.

5.7 Open Car Parking

The standing of vehicles on Community Property, including the road verge, is not permitted. Vehicles on a Lot which are not parked under cover must not be visible from the Community Property and must stand within the Designated Building Area.

6. LANDSCAPING

Aims:

(a) To maintain and supplement existing vegetation on the Community Parcel so as to enhance its amenity.

(b) To enhance the quality of the natural environment on individual Lots to ensure adequate privacy between Lots.

6.1 Generally

(a) The establishment and ongoing maintenance of landscaping to any Lot, exclusive of the Vineyard Areas, is the responsibility of individual Lot owners.

(b) Existing trees are to be retained as provided in clause 2.2 and natural site contours are to be respected and maintained consistent with the provisions of clause 2.1.

(c) The Community Association is responsible for the planting and maintaining of landscaping to all road (Open Access Ways) verges being the area between the edge of the road and Lot boundaries.

(d) Clause 7.2(c) requires that, where galvanised mesh fences are permitted, those fences are to be screened by dense planting.

(e) The landscaping proposed for any Lot requires the approval of the Executive Committee.

(f) The Community Association is responsible for the planting and maintaining of landscaping of buffer zones to external boundaries, grassland and landscaping surrounding lakes and Lot boundaries, and Council owned land between the external boundaries of the Community Parcel and the road construction within Mount View and Oakey Creek Roads.

7. FENCING

Aim:

(a) To maintain an open rural character with minimum fencing.

(b) To enhance that fencing types are consistent and appropriate.

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7.1 Generally

There is no requirement for any Lot to be fenced. Fencing at the boundary of the Lot with the Open Access Ways is not permitted. Fencing of the right-of-way access to any Lot through the Vineyard Areas is not permitted.

Side and rear boundaries of a Lot may be fenced as described in this clause by agreement with the adjoining Lot owners.

No fences are to be erected within 2 metres of the Vineyard Areas.

7.2 Fencing Types – Lot Perimeter

(a) Hardwood post and rail fencing is preferred.

(b) Hardwood post and wire with star picket is permitted where not visible from Community Property or where dense planting of at least the same height as the fence screens it.

(c) Galvanised mesh fences are permitted for security enclosure not exceeding 1,200mm in height where screened from Community Property and adjoining Lots by dense planting of similar height.

(d) Required fencing for swimming pools is to meet regulatory requirements and those outlined in clause 5.1.

7.3 Fencing Types – Internal

Fencing within a Lot for containment of animals or the like may be of brushwood, rendered or bagged masonry or chain-link wire.

7.4 Gates

If a gate is required on a Lot for security, it is to be located:

(a) not closer to the road than the line of the Designated Building Area; or

(b) at the internal end of the right-of-way.

Typical conditions are shown in Diagram 2.

Gates to two Lots served by one right-of-way are to be identical in design.

Gate designs and materials used must be rural in character with details being submitted for approval pursuant to By-Law 2.

7.5 Boundary Posts / Lot Identification

(a) At the junction of each right-of-way with Community Property the Community Association will either burn or affix the relevant Lot number to the Vineyard post closest to the road / right-of-way intersection identifying the Lot at the end of the right-of-way. The Lot owner may affix a name sign under the Lot number where the sign shall be timber and the lettering match the Lot number style.

(b) For Lots having a direct frontage to Community Property the Lot owner may erect one post at the boundary adjacent to the point of entry to the Lot for the purpose of identifying the Lot. The post erected must be unpainted timber, not more than 1,500mm in height. Lot owners may affix a Lot number and timber sign on the post where the numbers and lettering used shall be compatible.

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(c) No letterboxes or delivery boxes shall be affixed to boundary identification posts. Letterboxes are available at the Gate House.

Reference should be made to Diagram 2 in Part 7 for examples of the above fencing requirements.

8. COMMUNITY ASSOCIATION APPROVAL OR IMPROVEMENTS PROPOSED

8.1 Prior to any improvements being constructed on any Lot, the Lot owner or his authorised representative shall submit to the Community Association two (2) copies of drawings as follows:

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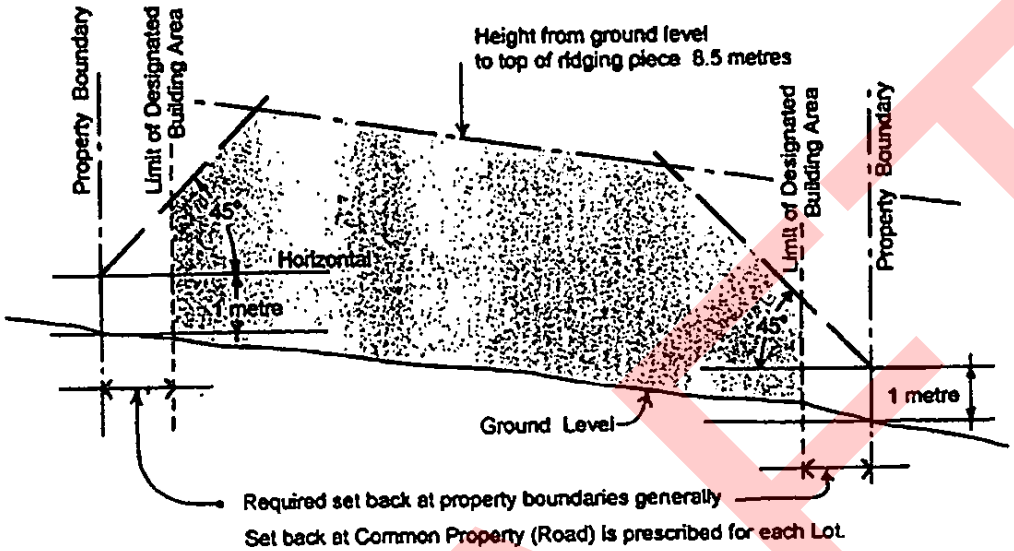

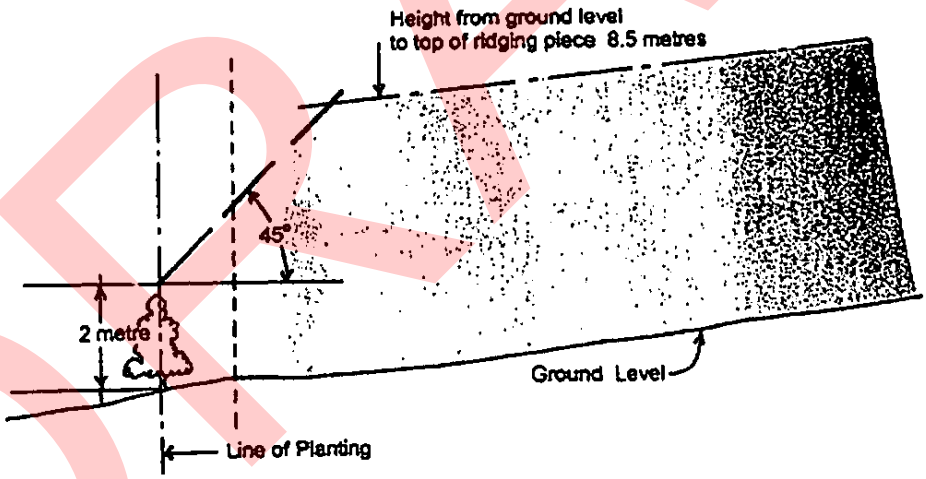

DIAGRAM 1

BUILDING ENVELOPE
Not to Scale

KELMAN VINEYARD

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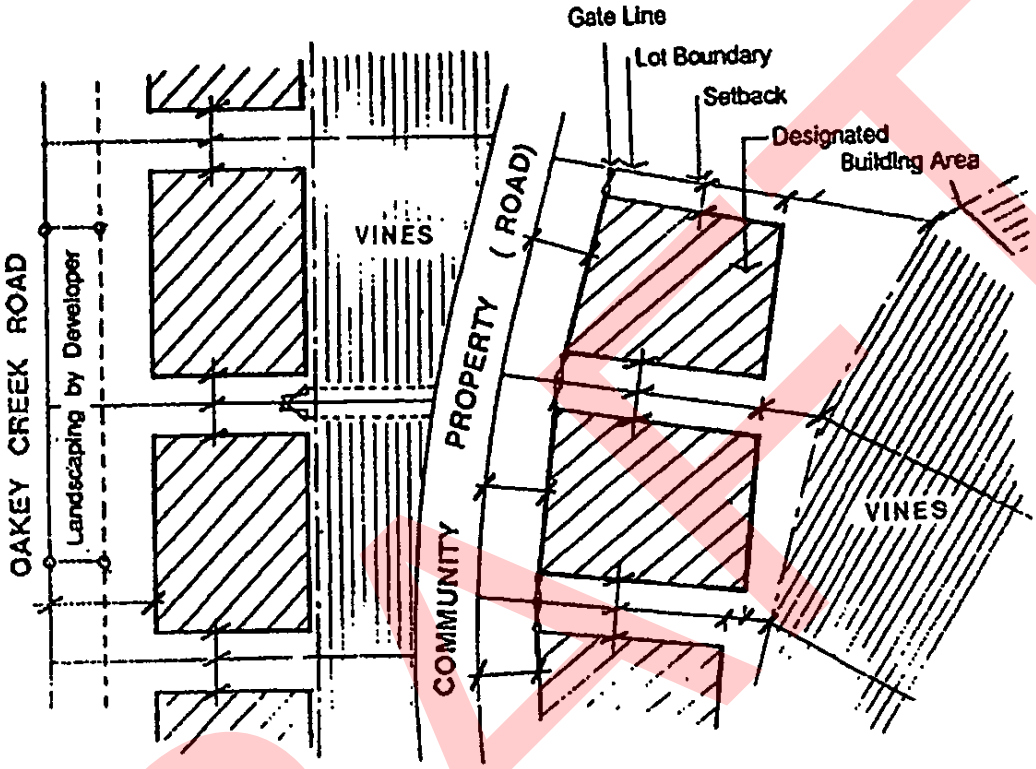

AMENDMENT TO MANAGEMENT STATEMENT
SHEETS EXISTING SHEET 19 REPLACED WITH
REPLACEMENT SHEET 19A SEE ANNEXURE "E"

- Designated Building Area. All structures, including swimming pools and tennis courts must fall within this area as defined for each lot.
- Set back dimensions as defined for each boundary of each lot.
- Area of Vines.
- Limit of Vineyard Maintenance Easement. (Vineyard Planting Line)
- Line of Right of Carriageway.

DIAGRAM 1

TYPICAL SET BACKS
DESIGNATED BUILDING AREA

KELMAN VINEYARD

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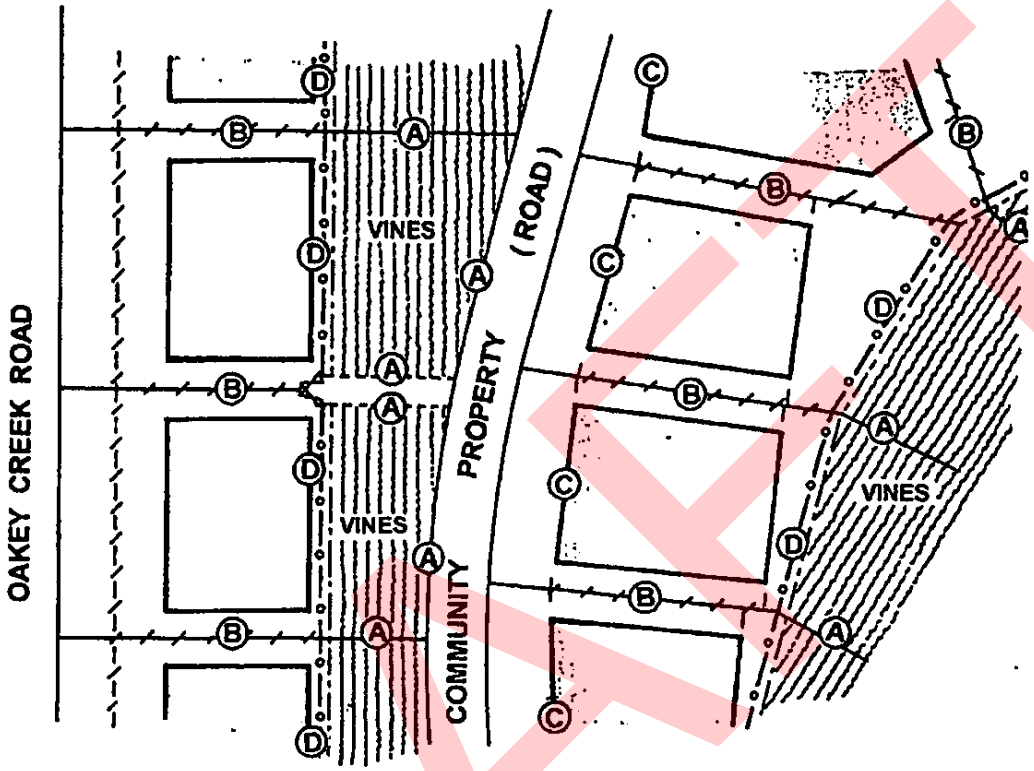


A	Road Boundary and Right of Carriageway:	No Fences
B	Side and Rear Boundaries:	Fences Permitted - • Post & Rail • Post & Wire • Mesh & Dense Landscaping
C	Edge of Designated Building Area facing road	Fences & Gates Permitted - • Post & Rail
D	Line of Vineyard Planting	2000mm clear : Fences Permitted - • Post & Rail • Post & Wire • Mesh
	Designated Building Area	
VINES	Vineyard Planting Area	

DIAGRAM 2

FENCING

KELMAN VINEYARD

DRAFT

PLAN FORM 5

DP270158

SHEET 38 OF 45 SHEETS

PLAN OF OPEN ACCESSWAY WITHIN KELMAN VINEYARD ESTATE.

I, I G MARLER
of CASHMERE MARLER & CAVANAGH – 116 DARBY STREET, NEWCASTLE
certify that this is a plan of the works-as-executed/access ways provided for the development shown in Community/Precinct/Neighbourhood Plan No.

THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

● LOT 1 – COMMUNITY PROPERTY

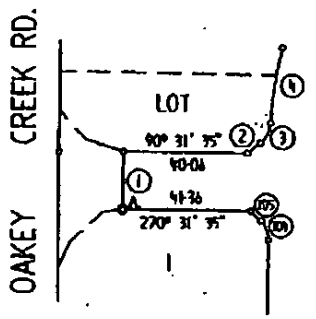


DIAGRAM 1
RATIO 1 : 1500

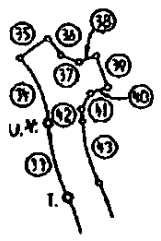
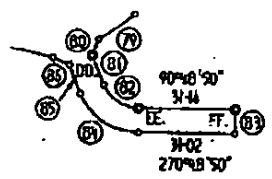


DIAGRAM 2
RATIO 1 : 1500



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RATIO 1 : 1500

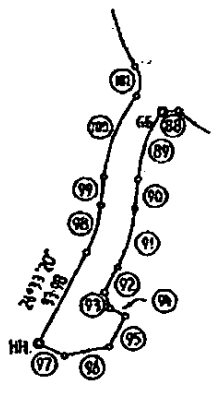
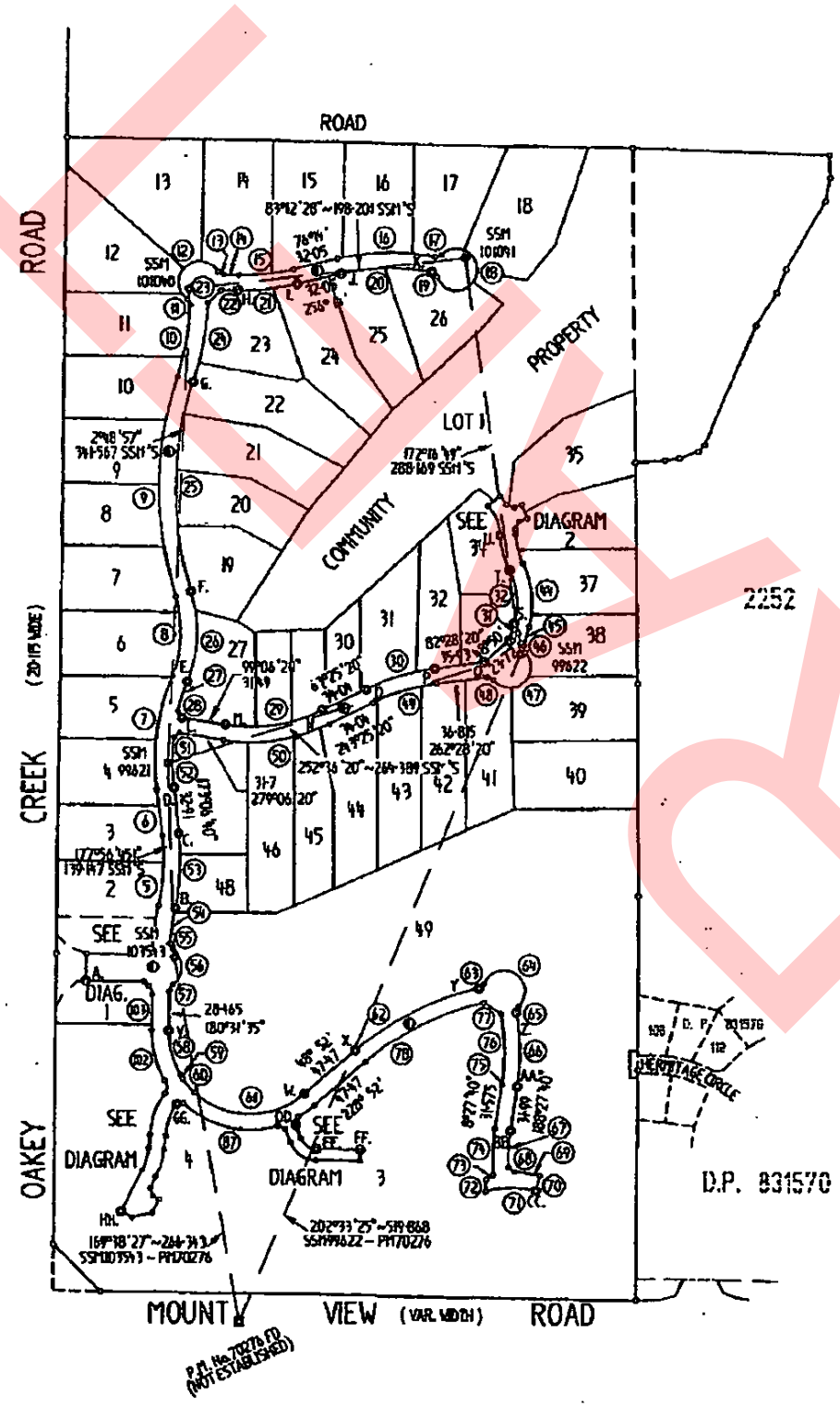


DIAGRAM 4
RATIO 1 : 1500



RATIO 1 : 1000

M. M.

SCHEDULE OF BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS	NO.	BEARING	DISTANCE	ARC	RADIUS
1	0° 31' 35"	19	–	–	54	138° 12'	24·875	24·905	199
2	90° 31'	5·595	–	–	55	153° 50'	4·91	5·135	5
3	26° 45'	7·32	7·565	9·5	56	180° 48'	24·975	29·52	15
4	8° 33'	25·075	25·105	150	57	208° 51'	4·795	4·99	5
5	3° 08'	50·13	50·38	1149	58	184° 17' 40"	32·985	33·43	591
6	359° 06' 40"	32·91	–	–	59	88° 04'	3.5	–	–
7	7° 35'	82·98	83·87	646	60	139° 56'	13·295	13·34	47
8	2° 19' 20"	56·72	57·86	81	61	90° 20'	78·8	86·63	599
9	0° 35' 20"	158·89	160·82	256	62	62° 59' 20"	99·71	100·71	2015
10	11° 11' 40"	52·485	52·63	201	63	48° 57'	4·695	4·885	5
11	33° 18'	4·925	5·15	5	64	123° 08'	29·325	53·5	15
12	46° 58'	29·325	53·5	15	65	197° 36'	4·65	4·835	5
13	189° 59'	4·875	5·09	5	66	179° 10' 45"	53·43	53·68	1655
14	90° 49'	80·795	–	–	67	183° 20'	25·84	25·875	849·5
15	83° 31' 20"	39·205	39·31	1595	68	139° 31'	5·735	–	–
16	88° 21' 40"	69·82	70·35	1655	69	98° 10'	18·49	18·575	755
17	77° 57'	4·745	5	5	70	199° 12'	11	–	–
18	198° 38'	15·75	77·66	15	71	269° 05'	35·805	36·295	69·5
19	310° 12'	4·985	5·095	5	72	1° 48' 50"	84·955	–	–
20	268° 20' 20"	69·79	69·28	1595	73	36° 19'	6·295	–	–
21	263° 31' 20"	41·99	42·1	1655	74	2° 18' 40"	33·34	33·405	1555
22	270° 49'	12·885	–	–	75	8° 32'	0·415	–	–
23	225° 15'	12·84	–	–	76	359° 00'	50·8	51·035	1595
24	190° 49' 20"	58·35	58·53	216	77	303° 09'	14·49	–	–
25	180° 35' 20"	150·77	159·28	244	78	249° 04'	95·45	–	–
26	182° 17' 20"	64·83	66·17	96	79	234° 39'	84·195	87·295	705
27	197° 54'	22·39	22·41	154	80	200° 25'	5·98	–	–
28	196° 02'	5·405	–	–	81	158° 47'	10·35	–	–
29	121° 59'	70·46	71·3	114·5	82	124° 49'	13·42	14·26	12
30	72° 57'	51·45	51·69	1555	83	188° 18' 50"	8	–	–
31	159° 11'	19·36	–	–	84	309° 19'	22·17	23·735	20
32	354° 47' 20"	37·99	38·805	655	85	338° 49'	10·085	–	–
33	349° 40'	25·615	25·78	655	86	295° 19'	5·8	–	–
34	337° 22'	23·11	23·565	395	87	282° 58' 20"	69·53	72·71	705
35	52° 18'	11·03	–	–	88	269° 45'	5·31	–	–
36	19° 30'	7·13	7·19	955	89	200° 15'	22·325	22·565	1495
37	110° 15'	6·05	–	–	90	185° 43'	11·82	–	–
38	69° 59'	5·835	–	–	91	196° 08'	20·07	20·18	595
39	159° 59'	11	–	–	92	206° 33'	9·48	–	–
40	249° 59'	5·835	–	–	93	88° 33'	5·655	–	–
41	208° 43'	6·05	–	–	94	118° 33'	5·5	–	–
42	174° 27'	34·55	34·55	955	95	206° 33'	114·55	–	–
43	159° 10'	29·345	29·45	594	96	258° 16'	19·6	–	–
44	179° 47' 20"	95·655	96·035	655	97	246° 33'	9·04	–	–
45	195° 11'	19·265	–	–	98	16° 08'	16·09	16·18	69·5
46	186° 01'	4·875	5·09	5	99	57° 13'	13·82	–	–
47	228° 50'	29·98	98·16	15	100	20° 58'	29·175	29·525	955
48	249° 38'	4·875	5·09	5	101	2° 33'	8·31	8·81	7·5
49	252° 57'	47·81	48·035	114·5	102	344° 43' 20"	38·68	39·175	71
50	261° 16'	7·69	7·815	1255	103	0° 31' 35"	25·615	–	–
51	239° 15'	5·57	–	–	104	338° 32'	7·725	7·955	9·5
52	179° 52' 40"	36·305	36·39	154	105	332° 32'	3·72	–	–
53	183° 08'	59·31	59·58	156					

REFERENCE MARKS

REF.	BEARING	DISTANCE	TYPE
A	180° 32'	5 & 10·027	DH&W'S
B	283° 09'	4·3 & 9·575	DH&W'S
C	263° 07'	2·51 & 8·455	DH&W'S
D	263° 07'	4·37 & 10·3	DH&W'S
E	202° 09'	2·47 & 10·62	DH&W'S
F	252° 35'	3·465 & 9·36	DH&W'S
G	288° 35'	3·085 & 8·905	DH&W'S
H	09° 49'	3·025 & 7·90	DH&W'S
I	346° 11'	3·085 & 7·995	DH&W'S
J	346° 11'	2·855 & 7·915	DH&W'S
K	12° 59'	3·085 & 8·905	DH&W'S
L	190° 11'	3·085 & 8·48	DH&W'S
M	189° 06'	2·01 & 6·92	DH&W'S
N	159° 25'	3·65 & 8·52	DH&W'S
O	159° 25'	4·01 & 8·935	DH&W'S
P	172° 28'	2·81 & 7·675	DH&W'S
Q	167° 52'	2·77 & 7·685	DH&W'S
R	109° 47'	4·215 & 9·2	DH&W'S
S	109° 11'	2·06 & 7	DH&W'S
T	69° 23'	2·8 & 7·71	DH&W'S
U	86° 51'	2·465 & 7·405	DH&W'S
V	90° 32'	1	GIP
W	318° 52'	1	GIP
X	318° 52'	1	GIP
Y	36° 41'	1	GIP
Z	61° 49'	1	GIP
AA	98° 28'	1	GIP
BB	98° 28'	1	GIP
CC	195° 12'	1	GIP
DD	66° 55'	1	GIP
EE	09° 49'	1	GIP
FF	09° 49'	1	GIP
GG	139° 56'	1	GIP
HH	206° 33'	1	GIP

SURVEYOR'S REFERENCE 0122/1 PRE-EXAMINATION PDT 5219

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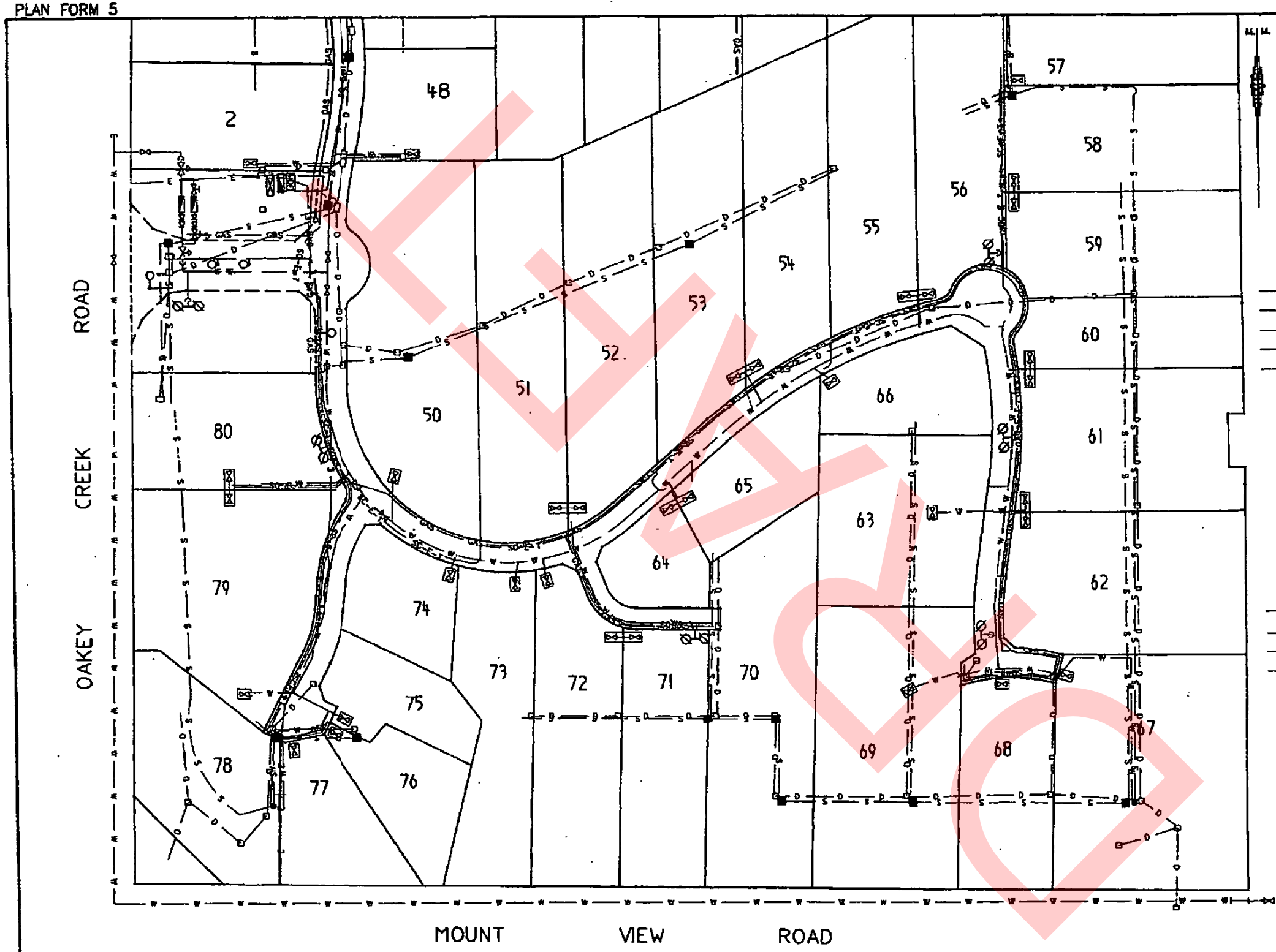
PLAN FORM 5

DP270158

SHEET 39 OF 45 SHEETS

PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR KELMAN VINEYARD ESTATE, MOUNT VIEW ROAD, CESSNOCK

I, IAN G. MARLER surveyor of 72 BELFORD ST BROADMEADOW certify that this is a plan of the service works as executed/service ways provided for the development shown in Community/Precinct/Neighbourhood Plan No.



LEGEND

(OF PROPOSED SERVICES)

- S — SEWER
- W — WATER
- SC-E-T — SECURITY, ELECTRICITY, TELECOM
- D — STORMWATER DRAINAGE
- GAS — GAS
- FIRE HYDRANT
- HOSE TAP
- CAPPED PIPE
- CONTROL PANEL
- WM WATER METER
- INSPECTION PIT
- GRATED STORMWATER PIT
- KERB INLET PIT
- MANHOLE
- DROPPER
- RISER
- TEE DROPPER
- TEE RISER
- LOOSE JUMPER CONTROL VALVE
- DOMESTIC COLD WATER VALVE WITH 1X25mm BALL VALVE
- DOMESTIC COLD WATER VALVE WITH 2X25mm BALL VALVE
- LIGHT POLE
- SEWER PUMP STATION

RATIO 1 : 1000

SURVEYOR'S REFERENCE 11422/1 • PRE-EXAMINATION PDP5219

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PLAN FORM 5

DP270158

SHEET 40 OF 47 SHEETS

PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR KELMAN VINEYARD ESTATE, MOUNT VIEW ROAD, CESSNOCK

I, IAN G. MARLER surveyor of 72 BELFORD ST BROADMEADOW

certify that this is a plan of the service works as executed/proposed provided for the development shown in Community/Precinct/Neighbourhood Plan No.

COMMUNITY 1 PROPERTY

LEGEND

(OF PROPOSED SERVICES)

- S — SEWER
- W — WATER
- SD-E-T — SECURITY, ELECTRICITY, TELECOM
- D — STORMWATER DRAINAGE
- GAS — GAS
- FIRE HYDRANT
- HOSE TAP
- CAPPED PIPE
- CONTROL PANEL
- WM — WATER METER
- INSPECTION PIT
- GRATED STORMWATER PIT
- KERB INLET PIT
- MANHOLE
- DROPPER
- RISER
- TEE DROPPER
- TEE RISER
- LOOSE JUMPER CONTROL VALVE
- DOMESTIC COLD WATER VALVE WITH 1X25mm BALL VALVE
- DOMESTIC COLD WATER VALVE WITH 2X25mm BALL VALVE
- LIGHT POLE
- SEWER PUMP STATION

RATIO 1 : 1000

SURVEYOR'S REFERENCE 11422/1 • PRE-EXAMINATION PDP5219

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PLAN FORM 5

DP270158

SHEET 41 OF 45 SHEETS

PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR KELMAN VINEYARD ESTATE, MOUNT VIEW ROAD, CESSNOCK

I, IAN G. MARLER ..... surveyor

of, 116 DARBY ST. NEWCASTLE 2300 .....

certify that this is a plan of the service works as executed/assess ways provided for the development shown in Community/Precinct/ Neighbourhood Plan No. .....

LEGEND

(OF PROPOSED SERVICES)

- S — SEWER
- W — WATER
- SC-E-T — SECURITY, ELECTRICITY, TELECOM
- D — STORMWATER DRAINAGE
- GAS — GAS

- FIRE HYDRANT
- HOSE TAP
- CAPPED PIPE
- CONTROL PANEL
- WM — WATER METER
- INSPECTION PIT
- GRATED STORMWATER PIT
- KERB INLET PIT
- LIGHT POLE
- MANHOLE
- DROPPER
- RISER
- TEE DROPPER
- TEE RISER
- LOOSE JUMPER CONTROL VALVE
- DOMESTIC COLD WATER VALVE WITH 1X25mm BALL VALVE
- DOMESTIC COLD WATER VALVE WITH 2X25mm BALL VALVE

M.I.M.

ROAD (20·115 WIDE)

OAKEY CREEK ROAD

COMMUNITY PROPERTY

2252

RATIO 1 : 1000

SURVEYOR'S REFERENCE 11422/1 • PRE-EXAMINATION PDP5219

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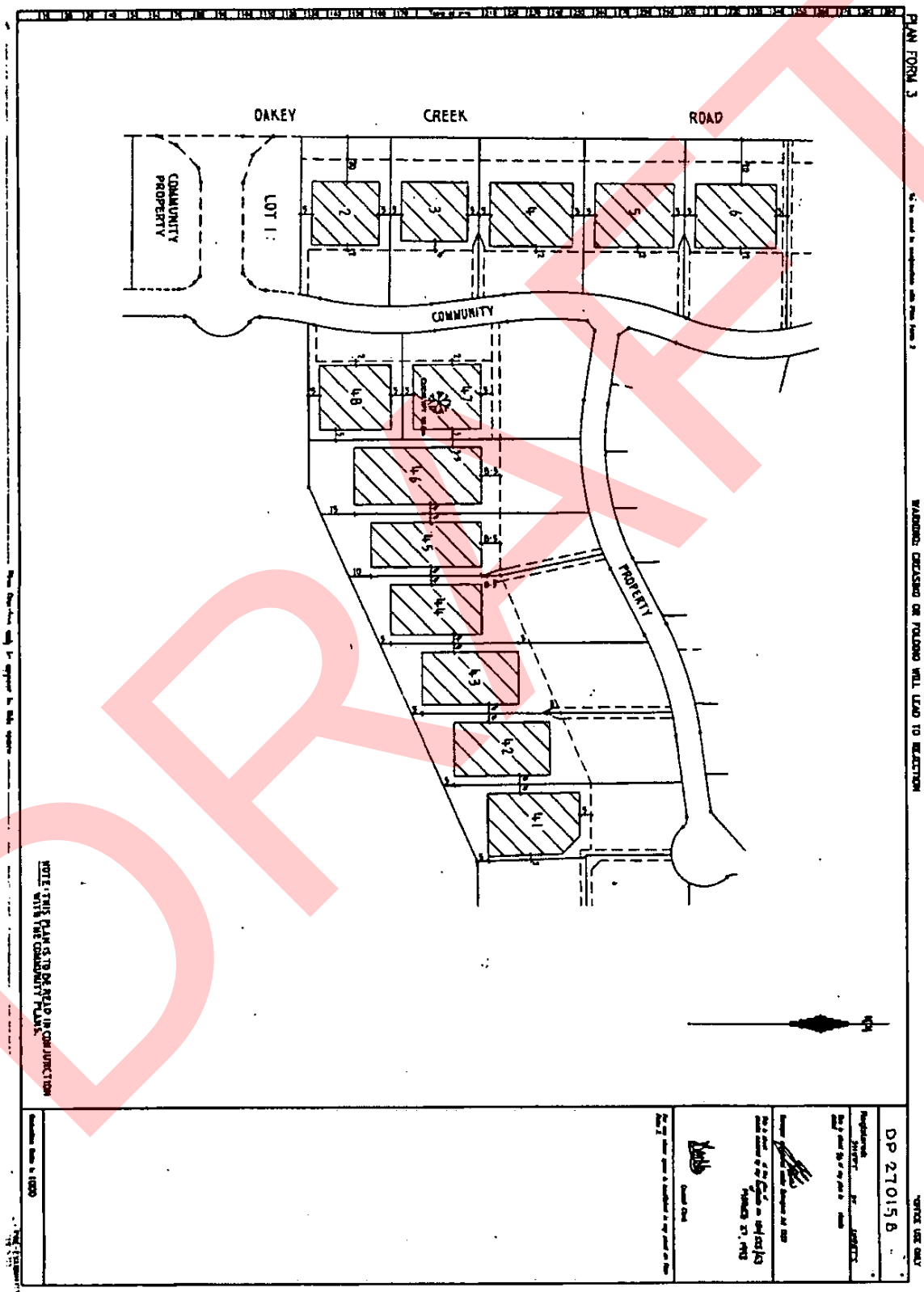
PART 9

DESIGNATED BUILDING AREA PLAN



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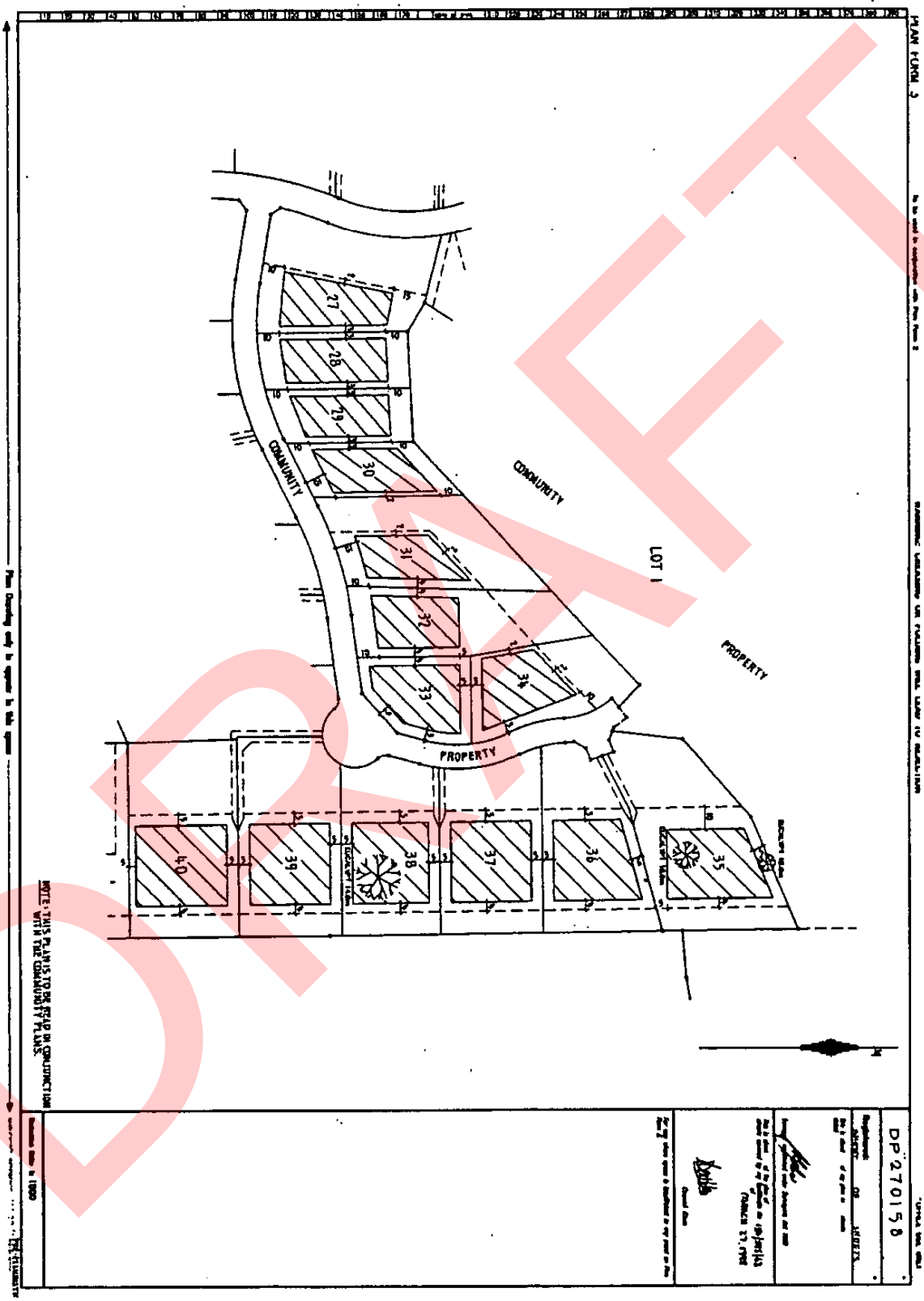

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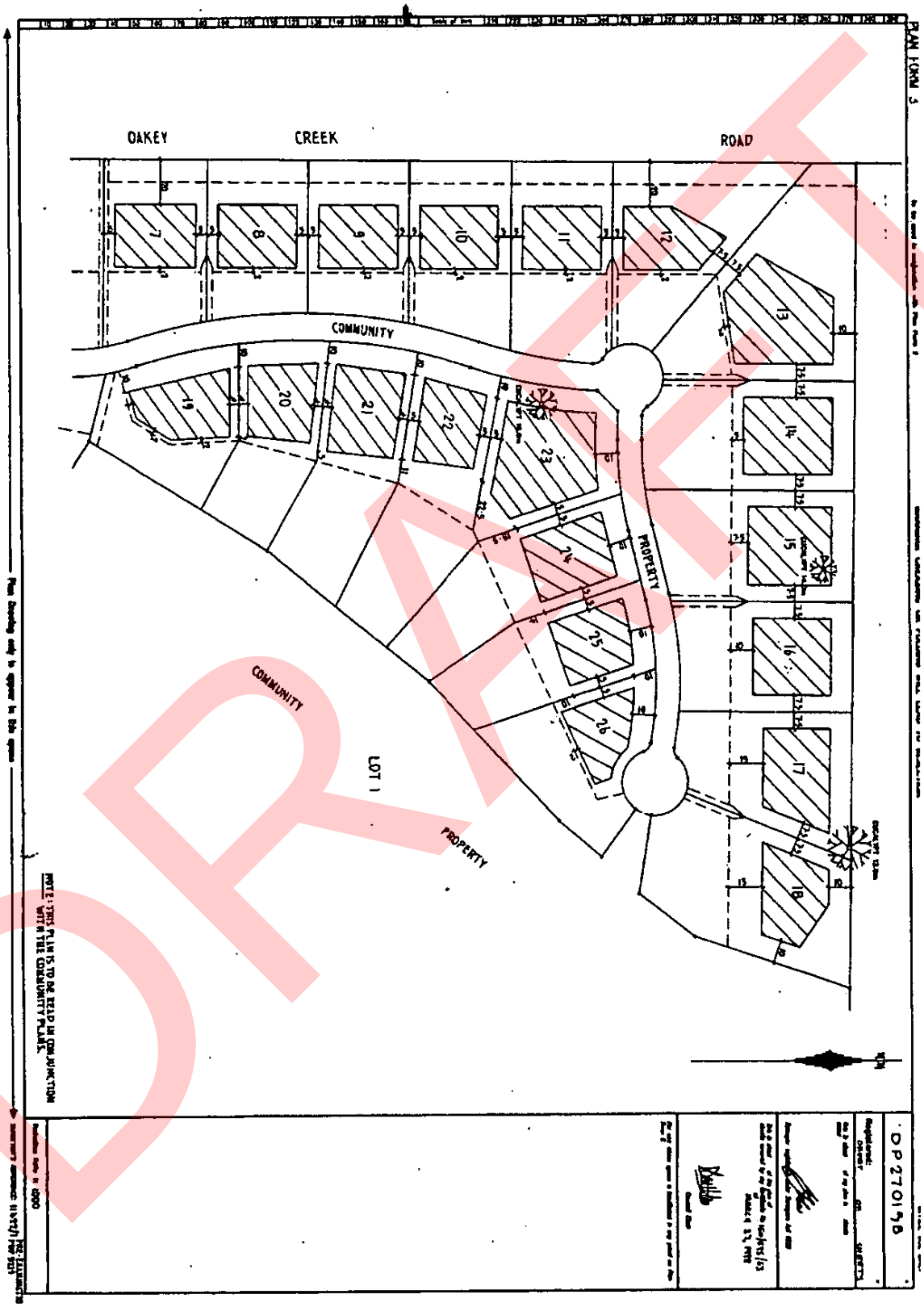
DP270158



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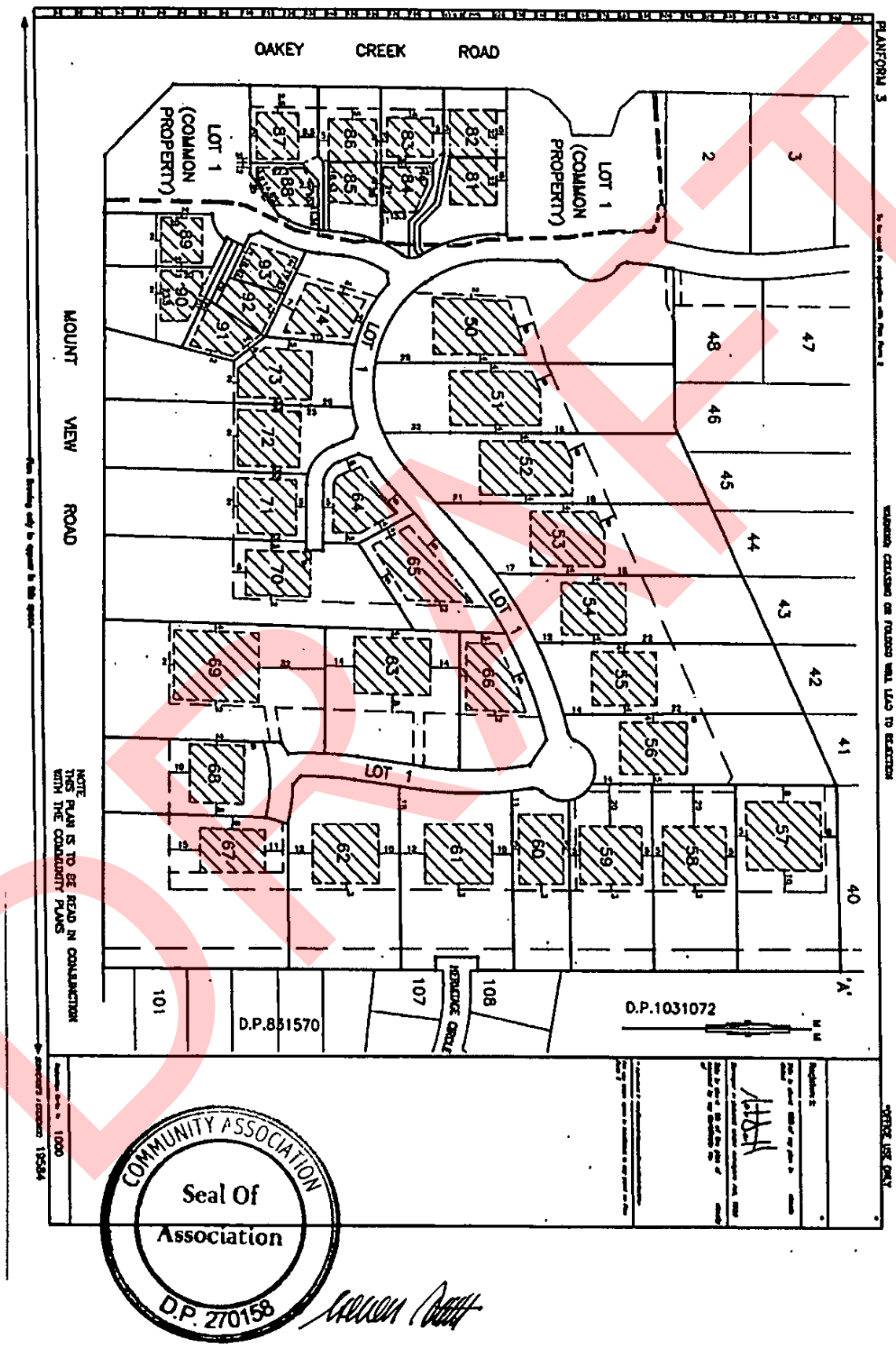
Req:R080616 /Doc:DL AT328356 /Rev:22-Aug-2023 /NSW LRS /Prt:05-Nov-2026 10:23 /Seq:56 of 58
© Office of the Registrar-General /Src:DyeDurham /Ref:

DP270158



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Req:R080616 /Doc:DL AT328356 /Rev:22-Aug-2023 /NSW LRS /Prt:05-Nov-2026 10:23 /Seq:57 of 58
© Office of the Registrar-General /Src:DyeDurham /Ref:

EXECUTION PAGE

The Common Seal of Community Association DP270158 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the Seal.

Signature of witness: .....

Name of Witness: .....

Date: .....



DRAFT

Req:R080616 /Doc:DL AT328356 /Rev:22-Aug-2023 /NSW LRS /Prt:05-Nov-2026 10:23 /Seq:58 of 58
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NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 4

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules

DRAFT

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

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

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF CESSNOCK WAS HERETO AFFIXED THIS 23rd DAY OF JUNE 1993 UNDER DELEGATED AUTHORITY MINUTE No 612 IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE 18th DAY OF NOVEMBER 1992.

Maureen Callaghan
MAYOR

Colin Cowan
TOWN CLERK

Crown Lands Office Approval

*APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book .....pages.....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of Part 3 Division 2 of the * Water Board Act 1987 and Water Supply Authorities Act 1987

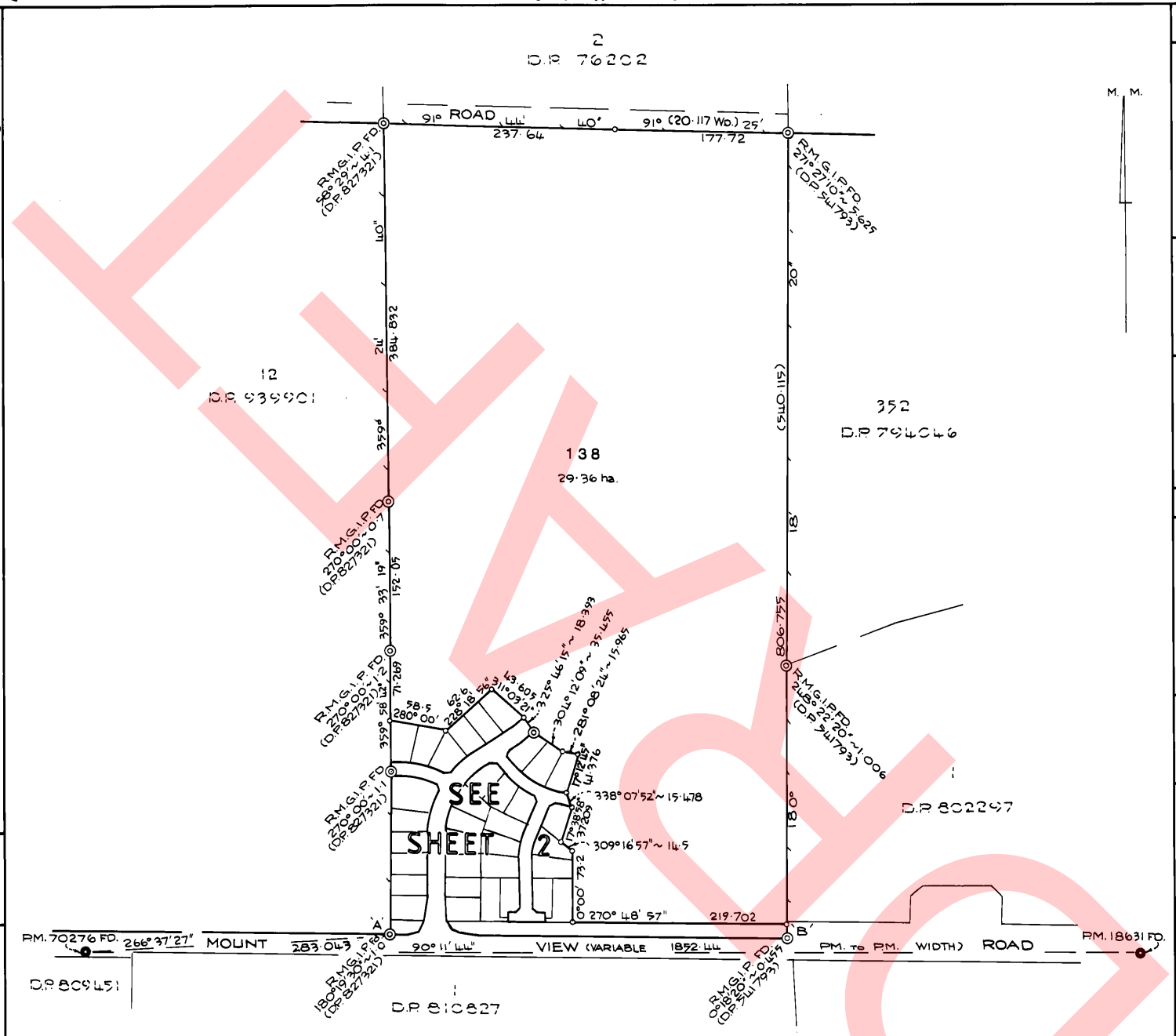
* have been complied with by the applicant in relation to the proposed SUBDIVISION
(* insert "new road", "subdivision" or "consolidated lot") set out herein

Division No. 92/17
23-6-1993
(Signature) .....
Council Clerk

Council File No. 150/592/17

* Delete this part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan * Sewerage and Drainage Board and the Hunter District Water Board.

* Delete if inapplicable.



DP 831570

Registered: 30.6.1993.

C.A: No 92/17 OF 29.6.1993

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8*

Last Plan: DP827321

PLAN OF
SUBDIVISION OF LOT 11 D.P. 827321

Lengths are in metres. Reduction Ratio 1: 3000

~~Mun./Shire~~ City CESSNOCK

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, DARCY CHARLES MCELWEE
of 81 DARBY ST. NEWCASTLE
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations~~1933~~ and any special requirements of the Department of Lands, and was completed on
21ST MAY 1993

Signature .....
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. A ~ B
#Insert date of survey.
© 1990

Plans used in preparation of survey/~~compilation~~.
D.P. 827321

PM's 18631 & 70276 NOT ESTABLISHED - ENQUIRY TO SURVEY CONTROL BRANCH ON 17.6.1993

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

IT IS INTENDED

(A) TO DEDICATE O'SHEA CIRCUIT, HERMITAGE CIRCLE, TULLOCH TERRACE & SAUVIGNON GROVE TO THE PUBLIC AS ROAD.

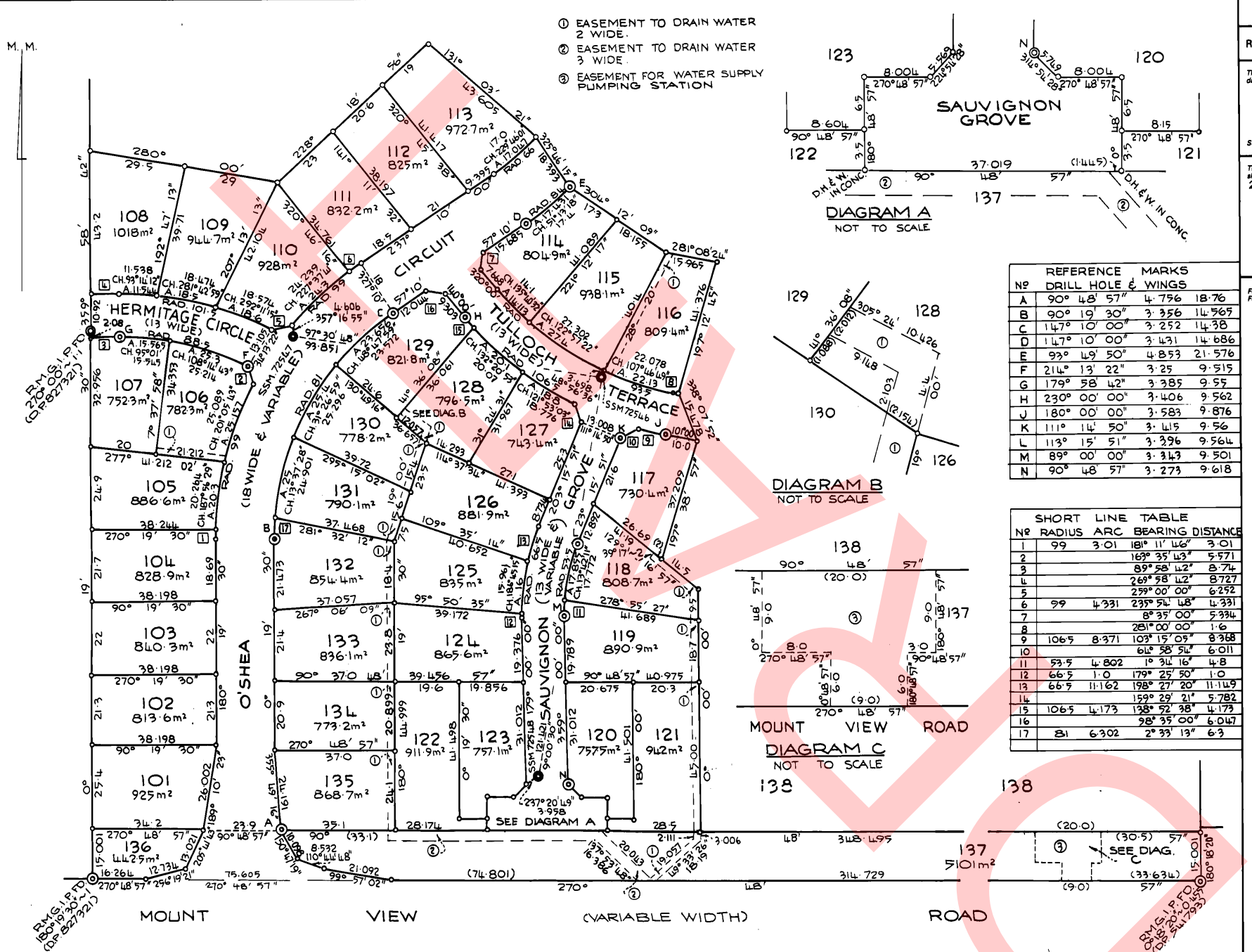
(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919
① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT FOR WATER SUPPLY PUMPING STATION.
④ RESTRICTIONS ~~AS TO USER~~ ON USE OF LAND

SURVEYOR'S REFERENCE: S.14805/1 - CHECK LIST EXEMPTION 93/228 CL. 33(3)(a)(ii)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION MPD

LEAD
Req:R080607 /Doc:DP 0831570 P /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 2
© Office of the Registrar-General /Src:DyeDurham /Ref:

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | * OFFICE USE ONLY



REFERENCE MARKS			
№	DRILL HOLE & WINGS		
A	90° 48′ 57″	4·756	18·76
B	90° 19′ 30″	3·356	14·569
C	147° 10′ 00″	3·252	14·38
D	147° 10′ 00″	3·431	14·686
E	93° 49′ 50″	4·853	21·576
F	214° 13′ 22″	3·25	9·515
G	179° 58′ 42″	3·385	9·55
H	230° 00′ 00″	3·406	9·562
K	180° 00′ 00″	3·583	9·876
K	111° 14′ 50″	3·415	9·56
L	113° 15′ 51″	3·396	9·564
M	89° 00′ 00″	3·343	9·501
N	90° 48′ 57″	3·273	9·618

SHORT LINE TABLE				
№	RADIUS	ARC	BEARING	DISTANCE
1	99	3·01	181° 11′ 46″	3·01
2			169° 35′ 43″	5·571
3			89° 58′ 42″	8·74
F			269° 58′ 42″	8·727
5			259° 00′ 00″	6·252
6	99	4·331	235° 54′ 48″	4·331
7			8° 35′ 00″	5·334
8			281° 00′ 00″	1·6
9	106·5	8·371	103° 15′ 05″	8·368
10			66° 58′ 54″	6·011
11	53·5	4·802	1° 34′ 16″	4·8
12	66·5	1·0	179° 25′ 50″	1·0
13	66·5	11·162	198° 27′ 20″	11·149
14			159° 29′ 21″	5·782
15	106·5	4·173	138° 52′ 38″	4·173
16			98° 35′ 00″	6·047
17	81	6·302	2° 33′ 13″	6·3

DP 831570

Registered: 30·6·1993

This is sheet 2 of my plan in 2 sheets dated 21ST MAY 1993

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 92/17 23rd June of 1993.

Council Clerk

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

Reduction Ratio 1: 800

Plan Drawing only to appear in this space | SURVEYOR'S REFERENCE: S11805/1

Req:R080607 /Doc:DP 0831570 P /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 2
© Office of the Registrar-General /Src:DyeDurham /Ref:

Req:R080610 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 5
© Office of the Registrar-General /Src:DyeDurham /Ref:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan **DP 831570**

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

Full name and address of proprietors of the land

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan — Easement to drain water 2 wide

Schedule of lots affected

Lots burdened	Lots benefited
106	107
116	138
118	117
119	117 and 118
121	117,118 and 119
137	117,118,119 and 121
128	129
130	128 and 129
131	128,129 and 130
132	128 to 131 inclusive
133	128 to 132 inclusive
134	128 to 133 inclusive
135	128 to 134 inclusive

2 Identity of easement secondly referred to in abovementioned plan — Easement to drain water 3 wide

Schedule of lots etc. affected

Lot burdened	Lots etc. benefited
137	128 to 135 inclusive and Cessnock City Council

3 Identity of easement thirdly referred to in abovementioned plan — Easement for water supply pumping station

Schedule of lot etc. affected

Lot burdened	Name of Authority benefited
137	Hunter Water Corporation Limited

REGISTERED 30.6.1993

DRAFT

Req:R080610 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No.92/17

PART 1 continued

4 Identity of restrictions fourthly referred to in abovementioned plan

Restrictions ~~as to User~~ on use of land

Schedule of lots affected

Lots burdened	Lots benefited
All lots from 101 to 135 inclusive	All other lots from 101 to 135 inclusive

PART 2

3 Terms of easement for water supply pumping station thirdly referred to in abovementioned plan

FULL AND FREE right title liberty and licence for the Hunter Water Corporation Limited its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a water pumping station watermains or pipelines 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 hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said water supply 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 to restore surface of the said tenement in a proper and workmanlike manner as shown as the operations are completed.

No building shall be erected no excavation or filling shall be carried out nor any structures fenced or improvements of any kind placed over or under that part of the land burdened as is affected by the Easement for water supply pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation Limited and except in compliance with any conditions which the Hunter Water Corporation Limited may specify in such consent.

The person having the right to release vary or modify this easement is the Hunter Water Corporation Limited its successors or assigns PROVIDED THAT the cost of any variation or modification is borne in all aspects by the party requesting such modifications variation or release.

REGISTERED 30.6.1993

DRAFT

Req:R080610 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:3 of 5
© Office of the Registrar-General /Src:DyeDurham /Ref:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

PART 2 - continued

4 Terms of restrictions ~~as to user~~ on use fourthly referred to in abovementioned plan

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always, that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of a "Dual Occupancy" or "Duplex" on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings, patios, verandahs, ~~"Dual Occupancy" or "Duplex"~~.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not ~~excess~~ exceed 25 per centum thereof and also provided that in the case of a two storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such sign has previously received the written approval of Council of the City of Cessnock.

REGISTERED 30.6.1993

DRAFT

Req:R080610 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:4 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

PART 2 - continued

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 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 carrying capacity of exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence will be permitted between the building line and the front boundary.

12 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

13 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

14 No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

15 No fence over 1 metre in height of construction or type other than brick, brushwood, lapped and capped or treated timber shall be erected within the Council's fixed building alignment or on the boundary of any land for the particular lot burdened.

16 No bird aviaries or poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

REGISTERED 30.6.1993

DRAFT

Req:R080610 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:5 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

PART 2 - continued

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard and concern for the financial means of such applicant review each application to release, vary or modify any restrictive covenant created hereby.

Name of person empowered to release, vary or modify Restrictions as to User: The Council of the City of Cessnock provided that any such release, variation or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

MAYOR

GENERAL MANAGER

The common seal of THE COUNCIL OF THE CITY OF CESSNOCK was hereto affixed this 23rd day of June 1993 under delegated authority minute number 612 in pursuance of a resolution of Council passed on the 18th day of November, 1992.

REGISTERED 30.6.1993

DRAFT

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

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

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 22nd DAY OF NOVEMBER 1995

~~MAYOR~~ COUNCILLOR

GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of ~~Part 3 Division 2 of the Water Board Act 1987, or~~ Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.

have been complied with by the applicant in relation to the proposed SUBDIVISION

(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5/94

Date 22 NOVEMBER 1995

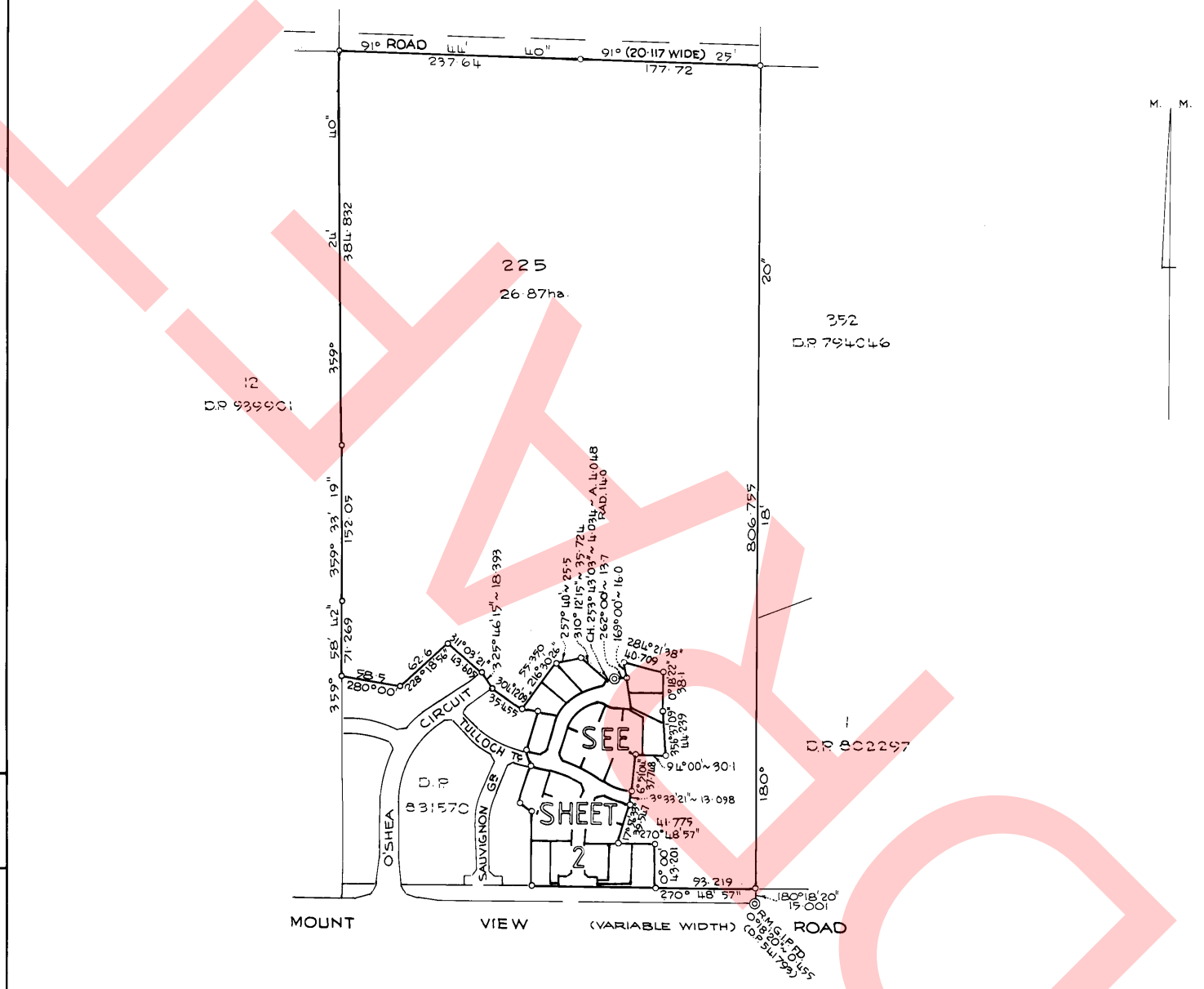
(Signature) ..... General Manager/~~Authorised Person~~

Council File No. 150/594/5

*This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE A.15790 – CHECK LIST



AZIMUTH X–Y

DP 855326

Registered: MB 14.12.1995

C.A. No 5/94 OF 22.11.1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8

Last Plan: D.P. 831570

PLAN OF SUBDIVISION OF LOT 138 D.P. 831570 AND EASEMENTS OVER LOT 137 D.P. 831570

Lengths are in metres. Reduction Ratio 1:3000

LGA CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I DARCY C. McELWEE

of DARCY McELWEE & ASSOCIATES P.O. BOX 5116 NEWCASTLE WEST

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 1ST SEPTEMBER 1995

(Signature) ..... Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/~~compilation~~.

D.P. 831570

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

IT IS INTENDED

(A) TO DEDICATE THE EXTENSION OF TULLOCH TERRACE, SEMILLON GROVE AND SHIRAZ GROVE TO THE PUBLIC AS ROAD.

(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

1. EASEMENT TO DRAIN WATER 2 WIDE.
2. EASEMENT TO DRAIN WATER 3 WIDE.
3. EASEMENT TO DRAIN WATER 1.5 WIDE.
4. EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1.2 WIDE.
5. RESTRICTIONS ON USE OF LAND.

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

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LEAKO

Req:R080612 /Doc:DP 0855326 P /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 2
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TOS 2

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | * OFFICE USE ONLY

DP 855326

Registered: MB 14.12.1995

This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 5/94 22 November of 1995

General Manager / Council Clerk

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

① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT TO DRAIN WATER 1·5 WIDE.
④ EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1·2 WIDE.

REFERENCE MARKS & CONNECTIONS			
№	BEARING	DISTANCE	REMARKS
A	189° 26′	3·375	D.H. & W.
B	213° 18′ 15″	3·278 ~ 9·525	D.H. & W.S
C	122° 36′ 23″	3·29 ~ 9·668	D.H. & W.S
D	89° 18′	6·116	SSM. 82775
E	113° 43′ 24″	3·38 ~ 9·445	D.H. & W.S
F	90° 00′	3·385 ~ 9·468	D.H. & W.S
G	90° 48′ 57″	3·375 ~ 9·542	D.H. & W.S
H	183° 33′ 21″	3·458 ~ 9·613	D.H. & W.S
J	281° 00′	3·377 ~ 9·655	D.H. & W.S
K	287° 00′	3·42 ~ 9·52	D.H. & W.S
"	256° 08′ 58″	4·112	SSM. 82777
L	114° 46′ 13″	3·78 ~ 10·715	D.H. & W.S
M	356° 15′ 56″	4·102	D.H. & W.
N	358° 30′	3·505 ~ 24·335	D.H. & W.
P	74° 41′ 10″	3·949	SSM. 82776

SHORT LINE TABLE				
№	RADIUS	ARC	BEARING	DISTANCE
1	93·5	3·8	102° 09′ 52″	3·8
2			160° 31′ 14″	6·613
3	81·5	2·741	202° 45′ 36″	2·741
4	81·5	9·005	183° 09′ 55″	9·0
5			180° 00′ 00″	5·153
6			0° 00′ 00″	7·138
7	68·5	9·806	19° 37′ 21″	9·798
8			71° 22′ 15″	5·413
9	83·5	4·166	301° 52′ 30″	4·166
10	106·5	9·359	300° 47′ 12″	9·356
11			333° 21′ 03″	5·795
12	38·5	2·4	18° 47′ 09″	2·4
13	14·0	13·749	100° 22′ 03″	13·203
14	14·0	1·0	126° 27′ 21″	1·0
15	14·0	7·186	109° 42′ 17″	7·107
16			352° 08′ 04″	4·183
17	14·0	4·048	253° 43′ 03″	4·034
18	14·0	5·23	234° 43′ 56″	5·2
19	14·0	9·049	242° 32′ 44″	8·892
20	51·5	9·815	202° 27′ 35″	9·8
21			239° 00′ 00″	5·978

DIAGRAM D
NOT TO SCALE

DIAGRAM C
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

DIAGRAM A
NOT TO SCALE

- EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1·2 WIDE – D.P. 648472
- EASEMENT TO DRAIN WATER 2 WIDE – (D.P. 831570)
- EASEMENT TO DRAIN WATER 3 WIDE – (D.P. 831570)

REF. MARKS AMENDED IN LTO AT SURVEYORS REQUEST ~ VIDE 2591 24.1.1996

PLAN AMENDED IN L.T.O. AT SURVEYORS REQUEST.

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A 15790

Req:R080612 /Doc:DP 0855326 P /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 2
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-Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 6
© Office of the Registrar-General /Src:DyeDurham /Ref:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan

DP 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

Name and address of proprietor of the land:

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue,
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan:

Easement to drain water 2 wide.

Schedule of lots affected:

Lots burdened	Lots benefited
137 DP831570	206, 207 & 208
207	208
210	211
216	215
217	215 & 216
218	215, 216, 217, 219 & 220
219	220
223	225

2 Identity of easement secondly referred to in abovementioned plan:

Easement to drain water 3 wide.

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Cessnock City Council

3 Identity of easement thirdly referred to in abovementioned plan:

Easement to drain water 1.5 wide.

Schedule of lots affected:

Lot burdened	Lot benefited
203	201

DRAFT

Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No. 5/94

PART 1 - continued

4	Identity of easement fourthly referred to in abovementioned plan:	Easement for underground electricity cables 1.2 wide.

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Shortland Electricity

5	Identity of restriction fifthly referred to in abovementioned plan:	Restrictions on use of land.

Schedule of lots affected:

Lots burdened	Lots benefited
All lots from 201 to 224 inclusive.	All other lots from 201 to 224 inclusive.

PART 2

4 Terms of easement fourthly referred to in abovementioned plan:

Reserving to and in favour of Shortland Electricity for the purpose of enabling the supply of electricity full right and liberty:

(a) To lay and maintain cables and connections underground beneath the surface of that part of the land delineated in the plan and therein referred to as "Easement for Underground Cables".

(b) For the purpose aforesaid for the said Shortland Electricity and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

DRAFT

Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:3 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

PART 2 - continued

5 Terms of restrictions on use fifthly referred to in abovementioned plan:

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of

Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of a "Dual Occupancy" or "Duplex" on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings and patios or verandahs.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof, provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two-storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

DRAFT

Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:4 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

PART 2 - continued

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such a sign has previously received the written approval of Council of the City of Cessnock.

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 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 carrying capacity of exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence is permitted to be erected or to remain erected on any lot burdened between the building line and the street boundary except for a corner lot which is permitted to erect a fence on one of its street boundaries up to the prolongation of the building line of the other street.

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Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:5 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

PART 2 - continued

12 No fence shall be permitted to be erected or to remain erected on the boundary of any lot burdened other than constructed of brick, brushwood, lapped and capped timber or pre-coated non-reflective profiled steel panels fitted to top and bottom channels and posts of the same material.

13 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

14 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

15 No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

16 No birds, poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

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Req:R080613 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:6 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B, CONVEYANCING ACT 1919

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No. 5/94

PART 2 - continued

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard and concern for the financial means of such applicant review each application to release, vary or modify any restrictive covenant created hereby.

Name of person empowered to release, vary or modify Restrictions on use:

The Council of the City of Cessnock provided that any such release, variation or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

DRAFT

The common seal of THE LOCAL GOVERNMENT AREA OF CESSNOCK CITY was hereto affixed this 22nd day of November 1995 ~~under delegated authority~~ minute number in pursuance of a resolution of Council passed on the ~~day of 1995~~

~~MAYOR~~ COUNCILLOR

GENERAL MANAGER

REGISTERED MB 14.12.1995

Req:R080617 /Doc:DL AA353004 /Rev:15-Apr-2004 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 3
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Form: 21CE
Release: 1
www.lpi.nsw.gov.au

INSTRUMENT OF CONVERSION

New South Wales
Sections 14 or 20
Community Land Development Act

AA353004T

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

94/270158 (BEING PART LOTS 75-80 INCLUSIVE DP 270158)

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
269B	Dutton & Tanko DX 1225 Sydney Reference (optional): Monteath	CE

Office of State Revenue NSW Treasury
YEAR 2003-2004
N2
NO DUTY PAYABLE
Section No: N/A

(C) **APPLICANT**

Yorrick Pty Limited ACN 008 645 645

(D) **ASSOCIATION**

Community Association	Deposited Plan No. 270158

(E)

The applicant and the association referred to above hereby notify the Register General pursuant to section 14 of the Community Land Development Act 1989 that the above lot has been converted to Community property.

DATE 15/12/03

YORRICK PTY. LIMITED A.C.N. 008 645 645 Common Seal

(F)

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: Yorrick Pty Limited
Authority: section 127 of the Corporations Law

Signature of authorised person:
Name of authorised person: Stewart Fraser Ewen
Office held: Sole Director/Secretary

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

(G) **ASSOCIATION'S CERTIFICATION**

The association referred to above hereby certifies that—

- by a unanimous resolution it has consented to the conversion to association property of the lot specified above;
- by a unanimous resolution it has agreed to each proposed unit entitlement shown in the replacement schedule of unit entitlement set out in sheet No. 7C dated 04 September 2003 of the deposited plan;

(H) the initial period as defined in section 3 of the Community Land Development Act 1989 has expired. Not Applicable

The common seal of the association was affixed hereto on 08 December 2003 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

COMMUNITY ASSOCIATION DP 270158 Seal of Association

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:

Monteath & Powys Strata Management Pty Limited A.C.N. 070 795 667 Common Seal

Signature of witness:
Name of witness:
DIRECTOR
SECRETARY

(I) **COUNCIL'S CERTIFICATE**

The Council of City of Cessnock, having satisfied itself that—

- the conversion is not inconsistent with the conditions of the development consent,
- any development contract has been amended accordingly,

(J) • the relevant association has consented by unanimous resolution, Applicable

approves the conversion to Community property of lot 94 in deposited plan No. 270158

Signature of authorised officer:
Name and position of authorised officer: JEFFREY GARRY - SUBDIVISION AND ENGINEERING CO-ORDINATOR

DRAFT

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RP88/ANNEX

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
1/270158	ON	CN		LOT 94 IN DP270158.
94/270158	ON	ZZ		CONVERTED TO COMMUNITY
				PROPERTY AND IS NOW COMPRISED
				IN 1/270158.
94/27958	CT	NoCT		
1/270158	CT		269B	

DRAFT

Req:R080617 /Doc:DL AA353004 /Rev:15-Apr-2004 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:3 of 3
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DEALING TYPE(S) CE DEALING No.(S) AA 353004

In order for registration subject to following qualifications:

1. a) For connection to DP 270158
b) For further action

SM2 Reg 44

22-1-03

SM3

2. No replacement plan sheet annexed nor plan fee paid (not sent)

3) For further action

23 JAN 2004

ND1

4) Remn 2
a) replacement sheets previously lodged and fees paid

5) Remn 3.
a) DP 270158 under Requisition further action to await satisfaction of such.

SND101-3-04

FILE (REVIEW 1-5-2004)

6) a) Requisition satisfied
b) Form of certificate see annexure
c) Ra Reqn etc

SND106-4-04

TC22

SURVEY TITLES REQUIRED

TORRENS TITLE REQUIRED

94/270158

CONNECTED NUMBERS

TABLE No.

RETAIN

LEADING NUMBER

AA353004

DRAFT

PLANFORM 2 — Plan Drawing only to appear in this space. — *OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

~~CONTINUED~~ *

~~(9) RESTRICTIONS ON USE OF LAND BY D.P.872006 AS DESIGNATED (FF) IN THE PLAN.~~

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 3rd DAY OF June 2005 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE 19th DAY OF November 2003.

MAYOR

A. GENERAL MANAGER

CESSNOCK CITY COUNCIL THE COMMON SEAL OF

JAMES FITZ-GERALD
CHAIRMAN, EXECUTIVE COMMITTEE
KELMAN VINEYARDS

Secretary DP 270158

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

Department of Lands Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

..... set out herein
* (insert 'subdivision' or 'new road')
.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....

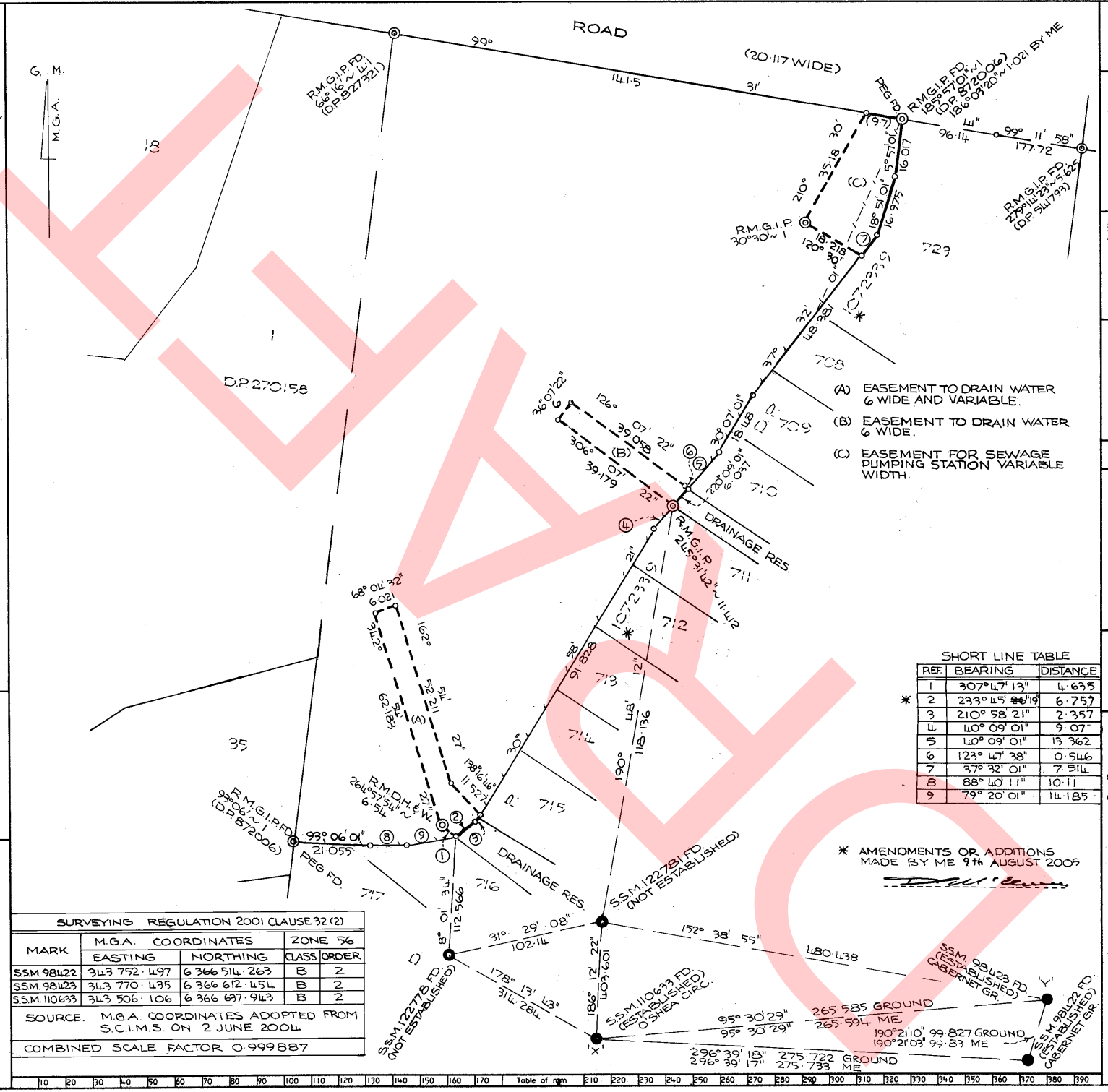
Date of Endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

* Delete whichere is inapplicable



SHORT LINE TABLE

REF.	BEARING	DISTANCE
1	307°47'13"	4.635
* 2	233°45'~~36~~19"	6.757
3	210°58'21"	2.357
4	40°09'01"	9.07
5	40°09'01"	13.362
6	123°47'38"	0.546
7	37°32'01"	7.514
8	88°40'11"	10.11
9	79°20'01"	14.185

* AMENDMENTS OR ADDITIONS MADE BY ME 9th AUGUST 2005

SURVEYING REGULATION 2001 CLAUSE 32 (2)

MARK	M.G.A. COORDINATES EASTING	NORTHING	ZONE 56 CLASS	ORDER
S.S.M.98122	343 752·497	6 366 514·263	B	2
S.S.M.98123	343 770·435	6 366 612·454	B	2
S.S.M.110633	343 506·106	6 366 637·943	B	2

SOURCE. M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. ON 2 JUNE 2004

COMBINED SCALE FACTOR 0·999887

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

DP1084363

Registered: 07.09.2005*
Title System: TORRENS
Purpose: EASEMENT
Ref. Map: U2765-8
Last Plan: DP 270158

PLAN OF:
EASEMENTS OVER LOT 1 D.P. 270158

Lengths are in metres. Reduction Ratio 1:750

L.G.A.: CESSNOCK CITY
Locality: CESSNOCK
Parish: POKOLBIN
County: NORTHUMBERLAND

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

Surveying Regulation, 2001

I, DARCY CHARLES Mc ELWEE
of MCELWEE ASSOCIATES PTY LTD, PO BOX 681 THE JUNCTION 2291

a surveyor registered under the Surveyors Act, 2002 hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 14 JULY 2004.

The survey relates to EASEMENT CREATION AND RELEASE

Signature ..... Dated: 18-8-04
Surveyor registered under Surveyors Act, 2002

Datum Line : X~Y
Type: Urban / ~~Rural~~

Plans used in preparation of survey/compilation.
D.P.270158
D.P.827321
D.P.872006
D.P.1067861

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

IT IS INTENDED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED.

(A) TO CREATE
(1) EASEMENT TO DRAIN WATER 6 WIDE AND VARIABLE (A)
(2) EASEMENT TO DRAIN WATER 6 WIDE (B)
(3) EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (C)

(B) TO RELEASE
(1) EASEMENT FOR STORM-WATER DRAINAGE BY D.P.872006 AS DESIGNATED (DD) IN THE PLAN.
(2) EASEMENT FOR SEWAGE PUMPING STATION BY D.P.872006 AS DESIGNATED (EE) IN THE PLAN.

* ~~CONTINUED TOP LEFT~~

SURVEYOR'S REFERENCE: A17817 - CHECK LIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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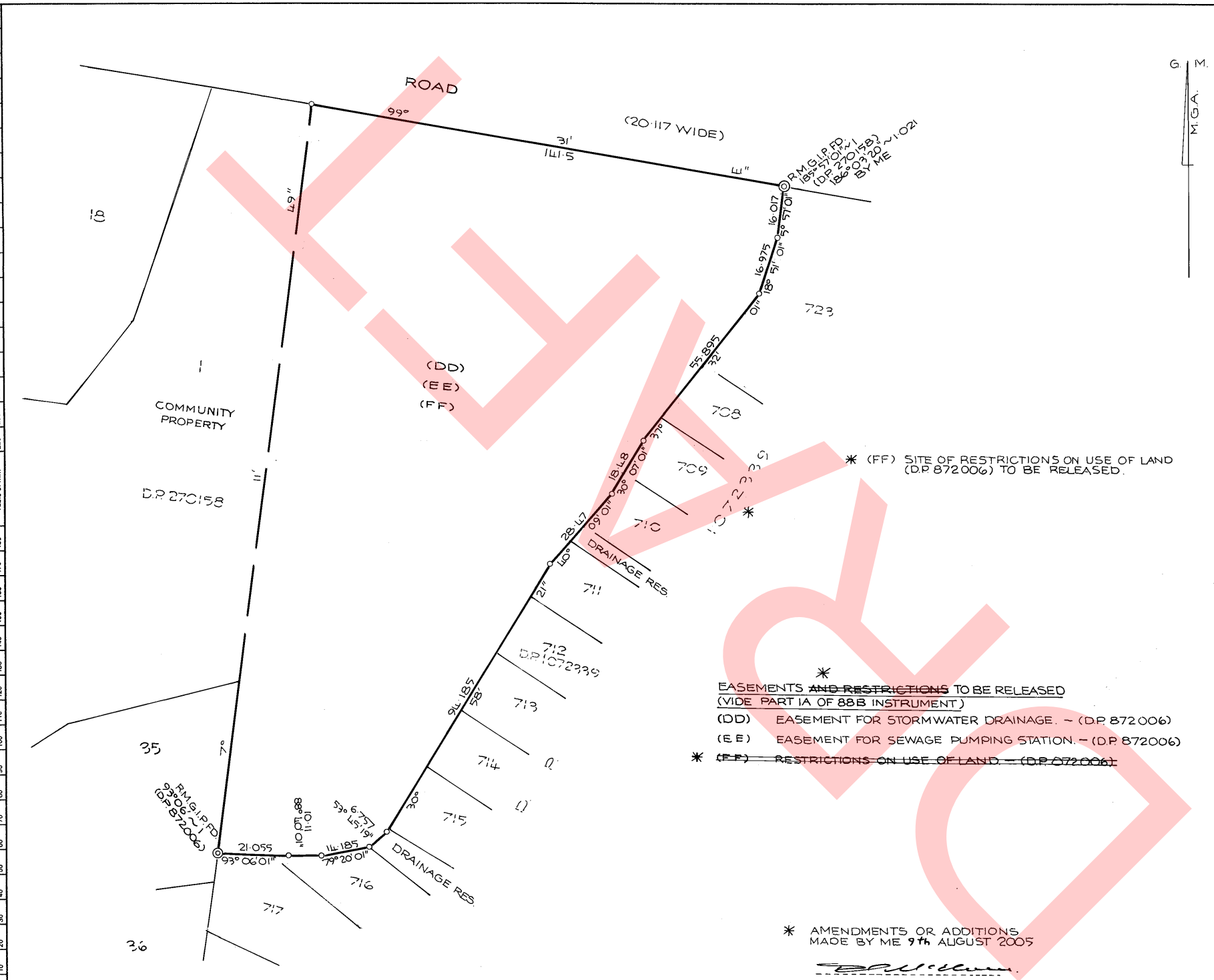
Req:R080614 /Doc:DP 1084363 P /Rev:08-Sep-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 2

PLAN FORM 3 To be used in conjunction with Plan Form 2 **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**



* (FF) SITE OF RESTRICTIONS ON USE OF LAND (D.P. 872006) TO BE RELEASED.

* EASEMENTS ~~AND RESTRICTIONS~~ TO BE RELEASED (VIDE PART 1A OF 88B INSTRUMENT)

(DD) EASEMENT FOR STORMWATER DRAINAGE. – (D.P. 872006)

(EE) EASEMENT FOR SEWAGE PUMPING STATION. – (D.P. 872006)

* ~~(FF) RESTRICTIONS ON USE OF LAND. – (D.P. 872006)~~

* AMENDMENTS OR ADDITIONS MADE BY ME 9th AUGUST 2005

DP1084363

Registered: 4W 07.09.2005 *

This is sheet 2 of my plan in 2 sheets dated 14 JULY 2004

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

General Manager/Authorised Person

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

SIGNATURES AND SEALS

* AMENDMENTS OR ADDITIONS ARE ACCEPTABLE.

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 29th DAY OF August 2005 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE 19th DAY OF November 2003.

MAYOR

GENERAL MANAGER

CESSNOCK THE COMMON SEAL OF CITY COUNCIL

Reduction Ratio 1: 750

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A.17817

Req:R080614 /Doc:DP 1084363 P /Rev:08-Sep-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 2
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Req:R080615 /Doc:DP 1084363 B /Rev:08-Sep-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:1 of 3
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DP1084363

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

Plan: Easement over Lot 1 DP270158

Name and address of owner of the land:

COMMUNITY ASSOCIATION DP 270158
KELMAN ESTATE
Oakey Creek Road
CESSNOCK NSW 2325

PART 1

No. of item shown in the intention panel on the plan.	Identity of Easement, Positive Covenants & Restrictions to be created and referred to in the plan..	Burdened Lots	Benefited Lots and Prescribed Auhtority.
1	Easement to drain water 6 wide and variable..	1/DP270158	714 to 718 inclusive DP1072339 & Cessnock City Council.
2	Easement to drain water 6 wide.	1/DP270158	708 to 713 inclusive & 723 DP1072339 & Cessnock City Council
3	Easement for sewage pumping station variable width	1/DP270158	Hunter Water Corporation

PART 1A

No. of item shown in the intention panel on the plan.	Identity of Easements to be released and referred to in the plan.	Burdened Lot	Prescribed Authority.
1	Easement for stormwater drainage, created by DP872006 and Designated (DD)	1/DP270158	Cessnock City Council
2	Easement for sewage pumping station, created by DP872006 and Designated (EE)	1/DP270158	Cessnock City Council

DRAFT

Ref: A17817

Req:R080615 /Doc:DP 1084363 B /Rev:08-Sep-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:2 of 3
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DP1084363

Plan: Easement over Lot 1 DP270158

PART 2

3 **Terms of easement numbered 3 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 sewage pumping station sewermains or pipelines for the conveyance of sewage 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 sewage through the said sewage 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.

DRAFT

Req:R080615 /Doc:DP 1084363 B /Rev:08-Sep-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 10:23 /Seq:3 of 3
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DP1084363

Easement over Lot 1 DP270158

PART 1A

No. of item shown in the intention panel on the plan.	Identity of Easement and Restrictions to be released and referred to in the plan.	Burdened Lot	Prescribed Authority.
1	Easement for stormwater drainage, created by DP872006 and Designated (DD)	1/DP270158	Cessnock City Council
2	Easement for sewage pumping station, created by DP872006 and Designated (EE)	1/DP270158	Cessnock City Council
3	Restrictions on use of land, created by DP872006 and Designated (FF)	1/DP270158	Cessnock City Council

The Common Seal of the **COMMUNITY ASSOCIATION DP207158** was hereto affixed in the presence of:

.....
Secretary

.....
Director

COMMUNITY ASSOCIATION Seal Of Association D.P. 270158

The Common Seal of the **CESSNOCK CITY COUNCIL** was affixed this 3rd day of June 2005, in pursuance of a resolution of the Council passed on the 19th day of November 2003.

.....
Mayor

.....
A. General Manager

CESSNOCK THE COMMON SEAL OF CITY COUNCIL

REGISTERED AW 07.09.2005

Ref: A17817

DRAFT

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Dye & Durham Pty Ltd
GPO Box 2746, ,
Brisbane
QLD 4001

Applicants Reference
91841125 134246768

CERTIFICATE DETAILS

Certificate Number:	3368
Date of Certificate:	06/11/2026

PROPERTY DETAILS

Address:	Unit 85 2 Oakey Creek Road CESSNOCK NSW 2325
Title:	LOT: 85 DP: 270158
Parcel No:	504257

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

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t: 02 4993 4100 **f**: 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au **w**: www.cessnock.nsw.gov.au
ABN 60 919 148 928

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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:

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

DRAFT SEPP _ Climate Change and Natural Hazards _ Public Exhibition from 17 February, 2026 _ 16 March, 2026.

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011

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Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

(2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:

(3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

Draft Planning Proposal for Local Environmental Plan

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024_ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Parking and Access and Subdivision Chapter _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction)and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025

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57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones) _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 10 1 _ Draft Huntlee Stage 2 Development Control Plan DCP _ Public Exhibition 10 April, 2026 to 11 May, 2026

(4) **In this section –**

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

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environemtnal Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

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Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _ Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA) (originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _ Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _ Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _ Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _ Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _ Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _ Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _ Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _ Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _ Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale - additional permitted use of "depot" as permitted with development consent, if the depot is used for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

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

(a) the identity of the zone, whether by reference to –

(i) a name, such as “Residential Zone” or “Heritage Area”, or

(ii) a number, such as “Zone No 2 (a)”,

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R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

(b) the purposes for which development in the zone –

(i) may be carried out without development consent, and

(ii) may not be carried out except with development consent, and

(iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 1 or 2

(c) whether additional permitted uses apply to the land,

No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(g) whether an item of environmental heritage, however described, is located on the land.

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions

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(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

(a) The name of the region, and

(b) The name of the Ministerial planning order in which the reason is identified.

(3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.

(4) In this section-

Continued 7.23 determination *means a 7.23 determination that-*

(a) Has been continued in force by the Act, Schedule 4, Part 1, and

(b) Has not been repealed as provided by that part.

Note- The Act, Schedule4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy *(Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying

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	Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning

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	Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or I .16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying	Exempt Development may not be carried out on the

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to complying development certificates under the Agritourism and Farm Stay Accommodation Code	land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

(1) Whether the Council is aware that –

(a) an affected building notice is in force in relation to the land, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section –

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

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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Whether the land is affected by road widening or road realignment under –

(a) the *Roads Act 1993*, Part 3, Division 2, or

(b) an environmental planning instrument, or

(c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

(b) any environmental planning instrument, or

(c) any resolution of the council.

9. Flood related development controls

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

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 Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website Flood Certificate and Flood Data Application Form

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

10. Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

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Landslip
No

Bushfire
No

Tidal Inundation
No

Subsidence
No

Acid Sulphate Soils
No

Contamination
Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

Any Other Risk (other than flooding)
Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – ***adopted policy*** means a policy adopted –

(a) by the council, or

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(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.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Some of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

No

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

(2) The date of a subdivision order that applies to the land.

There is no subdivision order that applies to the land

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

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

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

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16. Biodiversity stewardship sites

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

Note—Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5. .

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

17. Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note— Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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

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

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

No

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

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

(2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

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

No, the land is not subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services.

20. Western Sydney Aerotropolis

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

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

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing 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, clause 21(1) or 40(1).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, Clause 17(1) or 38(1).

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

No

(4) In this section –

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

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23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 200* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

No

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No

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PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.



Peter Chrystal
Director Planning and Environment

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HUNTER WATER CORPORATION

A.B.N 46 228 513 446

SEWER LOCATION DIAGRAM - WATER ONLY

Enquiries: 1300 657 657

APPLICANT'S DETAILS

Dye & Durham Property Pty Ltd

2 Oakey Creek

CESSNOCK NSW

APPLICATION NO.: *2989815*

APPLICANT REF: *U 91841125:134246769*

RATEABLE PREMISE NO.: *5548120000*

PROPERTY ADDRESS: *2 OAKEY CREEK RD CESSNOCK 2325*

LOT/SECTION/DP:SP: *85//270158*



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SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
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: 5/11/2026

Scale: at A4 1:500

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

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM - WATER ONLY

Enquiries: 1300 657 657

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APPLICATION NUMBER: *2989815*

APPLICANT NAME: *Dye & Durham Property Pty Ltd*

RATEABLE PREMISE NO.: *8938120000*

PROPERTY ADDRESS: *2 OAKEY CREEK RD CESSNOCK 2325*

LOT/SECTION/DP SP: *1//270158*

APPLICANT REF: *U 91841125:134246769*

2 Oakey Creek

CESSNOCK NSW



Date: 5/11/2026

Scale: at A3 1:5,000

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

IF A SEWER MAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWER MAIN 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.

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

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HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657

APPLICANT'S DETAILS

SAI Global Property Helpdesk

N/A

N/A/

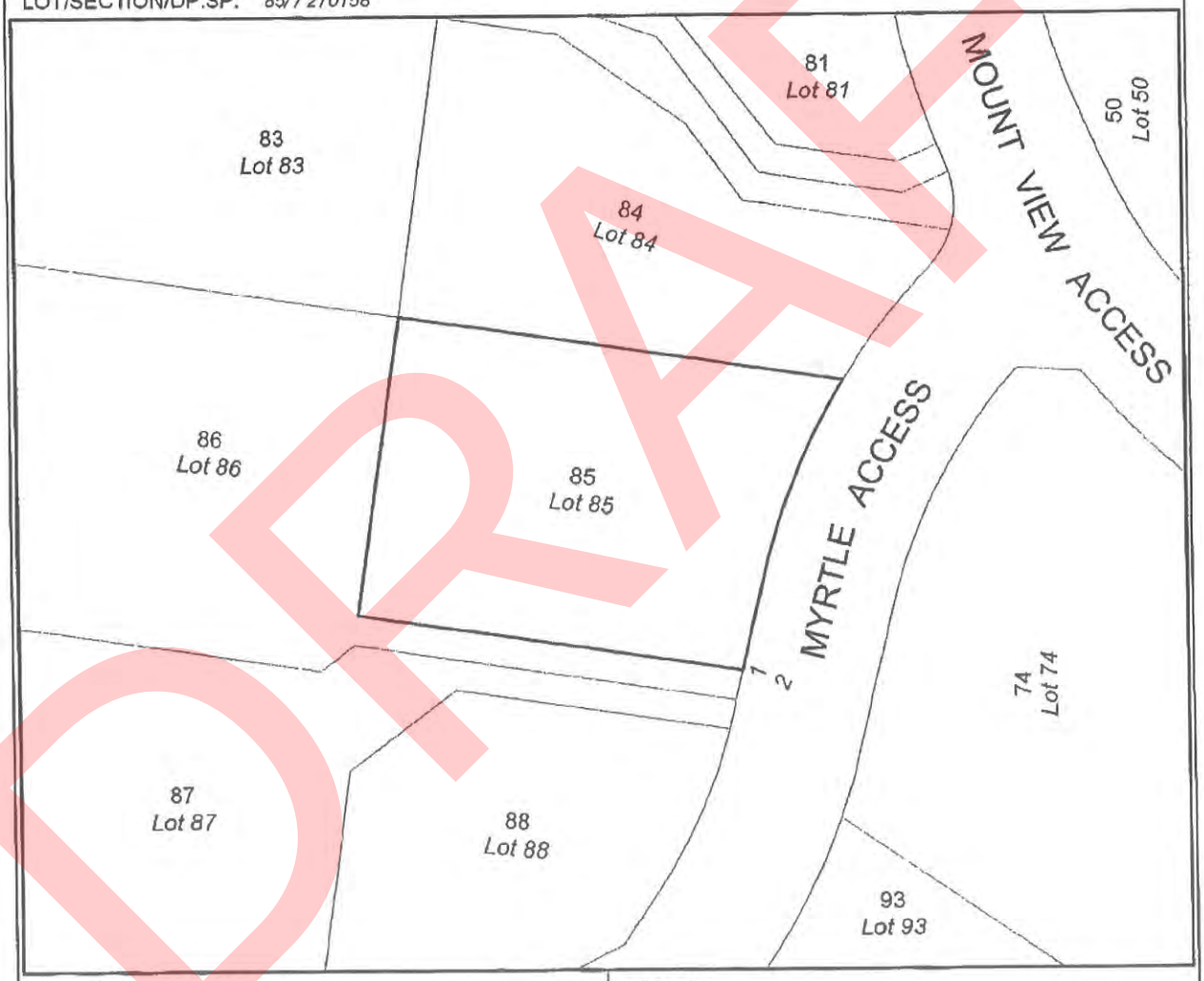
APPLICATION NO.: *6460566424*

APPLICANT REF: *U 55404816:86348177*

RATEABLE PREMISE NO.: *3220300223*

PROPERTY ADDRESS: *Lot 85 MOUNT VIEW RD CESSNOCK 2325*

LOT/SECTION/DP:SP: *85/ / 270158*



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

A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.

IF THE ABOVE DIAGRAM SHOWS A HUNTER WATER CORPORATION ASSET LOCATED WITHIN THE PROPERTY, YOUR ATTENTION IS DRAWN TO SECTION 25 OF THE HUNTER WATER ACT 1991 (NSW), ANY DEVELOPMENT LIKELY TO IMPACT THESE ASSETS REQUIRES PRIOR APPROVAL FROM HUNTER WATER CORPORATION AND SPECIAL PROTECTION WORKS MAY BE REQUIRED. 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 OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

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

Date: 8/02/2019

Scale: at A4 1:500

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HUNTER WATER CORPORATION
A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657

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APPLICATION NUMBER: 6460566424
APPLICANT NAME: SAI Global Property Helpdesk
RATEABLE PREMISE NO.: 3220300223
PROPERTY ADDRESS: Lot 85 MOUNT VIEW RD CESSNOCK 2325
LOT/SECTION/DP:SP: ALL/ /

APPLICANT REF: U 55404816;85346177
N/A
N/A/



Date: 8/02/2019	SEWER WATER WECHS LED WATER UTILITY DATA © HUNTER WATER CORPORATION	IF THE ABOVE DIAGRAM SHOWS A HUNTER WATER CORPORATION ASSET LOCATED WITHIN THE PROPERTY, YOUR ATTENTION IS DRAWN TO SECTION 23 OF THE HUNTER WATER ACT 1991 (NSW). ANY DEVELOPMENT LIKELY TO IMPACT THESE ASSETS REQUIRES PRIOR APPROVAL FROM HUNTER WATER CORPORATION AND SPECIAL PROTECTION WORKS MAY BE REQUIRED. PHONE 1300 657 657, FOR MORE INFORMATION. A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLDED. ALL MEASUREMENTS ARE METRIC.	IMPORTANT: IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION. INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.
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