

COMMUNITY MANAGEMENT STATEMENT

FOR DP 271377

REG GRUNDY DRIVE, BUNDANOON

ADDITIONAL INFORMATION

Received 28-02-2022

Table of Contents

PART 1	BYLAWS FIXING DETAILS OF DEVELOPMENT	2
By-Law 1	Community Property	3
By-Law 2	Inappropriate use of Community Property	3
By-Law 3	Design Details	3
By-Law 4	Requirement for approval of building plans	3
By-Law 5	Maintenance	4
By-Law 6	Signage Rights	4
By-Law 7	Maintenance of Landscaping on Community Property	4
PART 2	RESTRICTED COMMUNITY PROPERTY	5
PART 3	MANDATORY MATTERS	5
By-Law 8	Access Ways	5
By-Law 9	Permitted uses of and special facilities on the Community Property	5
By-Law 10	Internal fencing	5
By-Law 11	Garbage	6
By-Law 12	Services	6
By-Law 13	Insurance	6
By-Law 14	Executive committee	7
PART 4	OPTIONAL MATTERS	7
By-Law 15	Security and safety measures	7
By-Law 16	Ongoing service contracts	7
By-Law 17	Amenity	7
By-Law 18	Keeping of Animals	8
By-Law 19	Community Association's right to enter into contracts	8
By-Law 20	Communication to and from the Community Association	8
	DEFINITIONS	9
	INTERPRETATION	11
PART 5	BY-LAWS REQUIRED BY A PUBLIC AUTHORITY	13
PART 6	SIGNATURES, CONSENTS AND APPROVALS	14

**COMMUNITY LAND DEVELOPMENT ACT 2021
COMMUNITY LAND MANAGEMENT ACT 2021**

WARNING

The terms of this Management Statement are binding on the Community Association, each subsidiary body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the management, administration, control, use or enjoyment of lots in an association scheme or the association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 Community Land Management Act 2021).

BY-LAW 1 *COMMUNITY PROPERTY*

- 1.1 The proprietor or occupier of a Lot must not do or permit anything which might damage the Community Property. This includes but is not limited to damage to or removal of vegetation, or dumping of any excess garden waste or other general rubbish.
- 1.2 The proprietor or occupier of a Lot must promptly notify the Community Association of any damage to or defect in Community Property.

BY-LAW 2 *INAPPROPRIATE USE OF COMMUNITY PROPERTY*

The proprietor or occupier of a Lot must not use anything on the Community Property for any purpose other than for which it was intended.

BY-LAW 3 *DESIGN DETAILS*

- 3.1 The Community Association may from time to time make Rules and Regulations prescribing the Architectural Standards and the Landscape Standards applying to any Works carried out on or in relation to any lot in the Community Scheme.
- 3.2 No timber paling or metal cladding fence (colourbond fence) shall be erected on any Lot.

BY-LAW 4 *REQUIREMENT FOR APPROVAL OF BUILDING PLANS*

Approvals

- 4.1 Prior to the carrying out of any Construction Works, a party must obtain the consent of the Council or other Government Agency as required.

Works

- 4.2 During the carrying out of any Works, a party must:
- (a) Ensure no damage to Service Lines or Services within the Community Scheme;
 - (b) Ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) Ensure the Works are carried out to the satisfaction of the Council or other Government Agency;
 - (d) Repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and

- 4.3 No Works will be permitted to be constructed or remain unless the provisions of this by-law have been satisfied.

BY-LAW 5 *MAINTENANCE*

- 5.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

- 5.2 An Owner or Occupier of a Lot (other than a Subsidiary Body) must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of a Subsidiary Body):

- (a) In a proper and workmanlike manner;
- (b) Promptly;
- (c) To the standard and style of the garden installed within that Lot; and
- (d) To the reasonable satisfaction of the Community Association.

- 5.3 No proprietor or occupier of the Lot shall allow any vicious animal to be brought upon, or allow to remain, on any Lot.

- 5.4 The decision of the Community Association made in accordance with any bylaws shall be binding on the proprietor or occupier of a Lot.

BY-LAW 6 *SIGNAGE RIGHTS*

- 6.1 Whilst ever the Original Proprietor owns a lot the Original Proprietor shall have the right to erect and maintain "For Sale" and other signage in respect to the leasing or sale of lots on a lot owned by them or on the Association Property without separate approval of the Community Association being required.

BY-LAW 7 *MAINTENANCE OF LANDSCAPING ON COMMUNITY PROPERTY*

- 7.1 The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of landscaping services to the Community Association.

- 7.2 **xxxxx** Pty Ltd. have been engaged to undertake the initial planting and weed maintenance within the areas of the Community Property the subject of a Vegetation Management Plan over a period of two years from date of registration and this is being paid by the initial developer. Access to the Community Property must be available to employees or subcontractors of this company to enable continuation of these works. Following this period the Community Association will be responsible for the ongoing management of the landscaping.

- 7.3 All owners within the Community Scheme must abide by the Objectives and Principles of the Vegetation Management Plan (VMP) as part of their obligations to the Community Scheme. The Vegetation Management Plan has been prepared by Narla Environmental dated February 2022 (Version v2.0 final).

PART 2

ASSOCIATION PROPERTY RIGHTS

Amendment to by-laws

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted property (see section 135 Community Land Management Act 2021).

There is no Restricted Community Property within Section 54 of the Management Act and there are no Restricted Property By-Laws.

PART 3

MANDATORY MATTERS

BY-LAW 8 ACCESS WAYS

8.1 All lots have frontage to Reg Grundy Drive or xxxx Road which are public roads. There is no private or open accessway within this subdivision and therefore there is no Plan of Accessways.

BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

9.1 The part of the Community Property contains a dam for the enjoyment and use of all owners and occupiers.

9.2 No water may be pumped or syphoned from the dam for private or commercial use by owners or occupiers without prior approval from the Community Association and appropriate statutory approvals.

9.4 The Community Property is to be left in its natural state and is for the enjoyment of all owners and occupiers in accordance with the Vegetation Management Plan prepared by Narla Environmental dated February 2022 (Version v2.0 final)..

9.5 An owner or occupier must not:

- (a) Take or drive a vehicle or permit any vehicle to be taken or driven onto any part of the Community Property, with the exception of machinery for the purpose of maintenance of the Community Property.
- (b) Light any fire or permit any fire to be lit on the Community Property except with the prior written consent of the Community Association.
- (c) Deposit any garbage on the Community Property.

BY-LAW 10 INTERNAL FENCING

10.1 The Dividing Fences Act, 1991 applies to the construction of any fence erected between:

- (a) A Lot and any other Lot
- (b) A Lot and the Community Property

10.2 All boundary fences of any Lot shall be constructed and maintained as rural type fence (post and wire or post and rail fence). No barbed wire fencing is permitted.

- 10.3 The Community Association is responsible for the maintenance and replacement of fencing unless it has been damaged by the adjoining lot owner or occupier.
- 10.4 Where pursuant to Section 117 of the Community Land Management Act 2021 the Community Association is obliged to make a contribution to an owner of land outside the association parcel in relation to a dividing fence between that land and a lot within the association parcel, the proprietor or occupier, being the owner of that lot, shall reimburse the Community Association in respect of any such contribution.

BY-LAW 11 GARBAGE

- 11.1 The owner or occupier of a Lot is responsible that all garbage, recycling and organic waste is made available for collection by Wingecarribee Shire Council in accordance with Wingecarribee Shire Council's requirement in relation to the disposal of garbage, recycling and organic waste.
- 11.2 The owner or occupier of a Lot is responsible for the placing of all garbage, recycling and organic waste in an appropriate bin or receptacle, and for placing such bin(s) or receptacle(s) in front of their own Lot, beside Reg Grundy Drive or xxxx Road as applicable, for proper collection by Council's waste collection vehicle. This point will be hereinafter referred to as the waste collection point.
- 11.3 The owner or occupier of a Lot must ensure that the bin(s) or receptacle(s) for the Lot are promptly removed from the collection point as soon as practicable after the date of collection by Council.
- 11.4 The owner or occupier of the Lot must not store garbage on their Lot other than in an appropriately approved container.
- 11.5 The owner or occupier of a Lot must ensure that the respective containers are hidden from view from outside the Lot, and, ensure that they do not emit odours.
- 11.6 Subject to its obligation to properly maintain Community Property, the Community Association has no obligation to collect and/or remove garbage, recycling or organic waste.

BY-LAW 12 SERVICES

- 12.1 The services provided to the Community Scheme are:
- (a) Electricity within Reg Grundy Drive and xxx Road. Endeavour Energy is responsible for the control, management, operation, maintenance and repair of the electrical poles and wires.
 - (b) Underground Telecommunication cables within Reg Grundy Drive and xxx Road. NBNC is responsible for the control, management, operation, maintenance and repair of the cables and pits.
 - (c) Interallotment drainage to direct stormwater from lots to the dam within the Community Property. These are subject to easements to drain water created under the Section 88b of the Conveyancing Act 1919.

There are no statutory easements for services being created as part of this Community Scheme therefore there is no Plan of Services.

BY-LAW 13 INSURANCE

- 13.1 The Community Association shall effect all insurances which it is required to effect from time to time under each of the Development Act and the Management Act or for any other act in such a manner and with such insurer as is provided therein or in the regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.
- 13.2 The Community Association must on an annual basis review all insurances affected by it and consider the need for new or additional insurances.

- 13.3 The Community Association must have a Public Liability Insurance Policy of no less than \$20,000,000 in accordance with the Management Act.
- 13.4 An owner or occupier of a Lot must not, except with the prior written consent of the Community Association, do anything which might invalidate, void, suspend or increase the premium for any insurance policy affected by the Community Association.
- 13.5 Each owner or occupier of a Lot shall be responsible for insuring against all and any risks associated with being the proprietor of a Lot including without limitation the risk of damage or destruction to any improvements constructed thereon.

BY-LAW 14 *EXECUTIVE COMMITTEE*

Statutory Duties

- 14.1 The constitution of the Executive Committee, the type and function of the office bearers, the voting right and the records to be kept shall be in accordance with Section 27 to 38 inclusive in the Management Act and the regulations made thereunder.

Chairperson, Secretary/Treasurer of Association

- 14.2 The chairperson and the secretary/treasurer of the Executive Committee shall also be the respective chairperson, secretary/treasurer of the Association.

Executive Committee's Power to Employ Agents & Servants

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

PART 4

OPTIONAL MATTERS

BY-LAW 15 *SAFETY AND SECURITY MEASURES*

- 15.1 The Owner of a Lot shall be responsible for the security of the dwelling and all other improvements and assets on the Lot.
- 15.2 The owner or occupier of a Lot must ensure that a child under the care and control of the owner or occupier only remains in or on the Community Property if the child is accompanied by a responsible adult exercising effective control. This is particularly important in relation to safety around the dam.

BY-LAW 16 *ONGOING AGREEMENTS FOR SERVICES/RECREATIONAL FACILITIES*

- 16.1 The Community Association may enter into service contracts with individuals or corporations for the care, maintenance and security of Community Property.
- 16.2 All such agreements are to be disclosed at the annual general meeting in accordance with Section 24 of the *Community Management Act 2021F* and regulations made thereunder.

BY-LAW 17 *NOISE CONTROL*

- 17.1 Noise and activities within each lot shall be controlled by the Owner or Occupier of the Lot so as not to adversely affect the amenity of other Lots within the scheme.
- 17.2 The Community Association may regulate from time-to-time to control noise and restrict hours of specified activities so as to ensure the residential amenity of lots is not diminished to any significant extent.

BY-LAW 18 *KEEPING OF PETS*

18.1 An owner or occupier of a Lot who keeps an animal on Lot or is permitted to bring an animal onto the Community Property must:

- (a) Ensure that the animal is, at all times, kept under control and within the confines of that owner's Lot
- (b) When on the Community Property the animal must be:
 - (i) Accompanied by the owner or occupier and
 - (ii) Kept under control at all times
 - (iii) Promptly clean up after the animal

BY-LAW 19 *COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS*

19.1 The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the:

- (a) Provision of management, operational, maintenance and other services and amenities in connection with the Community Property and
- (b) Provision of services or amenities to the owners of the Lots and/or to the Community Property.

19.2 The Community Association may delegate to the Managing Agent, in addition to the functions the Community Association is entitled to delegate to the Managing Agent under the Management Act, the functions imposed upon the Community Association by the Management Statement or by any Law.

19.3 The Community Association and/or persons authorised by the Community Association, may enter a Lot at any reasonable time, upon giving reasonable notice, to maintain, repair, alter, add to, or increase the capacity of private services.

19.4 If an emergency occurs, the Community Association and/or persons authorised by the Community Associations, may enter a Lot at any time without notice.

BY-LAW 20 *COMMUNICATION TO AND FROM THE COMMUNITY ASSOCIATION*

20.1 Any complaint, notice, request or application to the Community Association must be in writing and addressed to the Managing Agent or, in the absence of a Managing Agent, the Secretary.

20.2 Any approval, notice or authorisation by the Community Association under the By-Laws must be in writing.

DEFINITIONS

A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) It is defined in the Community Titles Legislation; and
- (b) Used but not defined in this Management Statement.

B. Further Definitions

In this Management Statement these terms (in any form) mean:

“Annual General Meeting” an annual general meeting of the Community Association other than the first annual general meeting;

“Architectural Standards” means the requirements for design of the Works in relation to buildings constructed on a lot as set out in by-law 1;

“Community Association” the community association constituted on registration of the Community Plan;

“Community Development Lot” a lot that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) Land that has become subject to a Subsidiary Scheme; or
- (c) Severed from the Community Scheme.

“Community Parcel” the land the subject of the Community Scheme;

“Community Plan” the community plan registered with this Management Statement;

“Community Property” Lot 1 of the Community Plan;

“Community Scheme” the community scheme constituted on registration of the Community Plan;

“Community Titles Legislation” the Development Act and the Management Act;

“Council” Wingecarribee Shire Council;

“Development Act” the *Community Land Development Act 2021*;

“Development Activities” any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:

- (a) Any form of demolition work, building work (including excavation, installation of rock anchors, shoring and the use of air space) and work ancillary to or associated with building work on the Community Parcel;
- (b) The installation of Services;
- (c) Any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) Any form of work which the Developer, in its absolute discretion, considers is necessary or desirable;
- (e) The exercise of any right or discretion given to the Developer under this Management Statement;

“Development Consent” development consent No DA **xxxxx** approved by the Council;

“Executive Committee” the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

“General Meeting” an annual general meeting or a special general meeting of the Community Association;

“Government Agency” a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

“Initial Period” the meaning given to the term “initial period” in section 3 of the Management Act;

“Law” includes:

- (a) The provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) A requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

“Lot” a Community Development Lot or a Lot in a Subsidiary Scheme (not including Subsidiary Body Property, public reserves or drainage reserves);

“Management Act” the *Community Land Management Act 2021*;

“Management Statement” this community management statement;

“Managing Agent” an agent appointed under section 50 of the Management Act;

“Occupier” any person in lawful occupation of a Lot;

“Original Proprietor” means:

- (a) The Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan; and
- (b) Any person which such owner or owners have given notice to the Community Association is to have the same rights as the Original Proprietor under this Management Statement;

“Owner” a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

“Permitted Person” a person on the Community Parcel with the express or implied consent of the Developer, an Owner or Occupier, the Community Association or a Subsidiary Body;

“Rules” the rules made under this Management Statement;

“Service Provider” is a statutory or Government Agency or other provider that provides a Service;

“Signage Rights” means the right to erect signs on Community Property as set out in the Management Statement;

“Subsidiary Body” the meaning given to the term “subsidiary body” in the Management Act;

“Subsidiary Body Property” the meaning given to the terms “precinct property”, “neighbourhood property” and “common property” in the Management Act;

“Subsidiary Plan” a plan for a Subsidiary Scheme;

“Subsidiary Scheme” the meaning given to the term “subsidiary scheme” in the Management Act;

“Works”:

- (a) A change to any building;

- (b) A change to any landscaping;
- (c) The construction of a new building(s); or
- (d) The construction of or a change to a fence;

Within the Community Parcel but excludes:

- (e) Development Activities; and
- (f) Internal refurbishment to a building within a Lot.

INTERPRETATION

A. Construction

In this Management Statement a reference to:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes all other genders;
- (c) Other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) A month or monthly means calendar month or calendar monthly;
- (e) A quarter means calendar quarter;
- (f) A person includes;
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) A document includes a reference to that document as amended or replaced;
- (h) A thing includes a part of that thing and includes a right;
- (i) A by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) A Law includes all Law amending, consolidating or replacing them;
- (k) A document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) A provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) An asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) A body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) The president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;
- (p) "\$" "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and
- (q) "including" and similar expressions are not words of limitation.

B. Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

E. Community Association Approval

- (a) A person must make an application or approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association or the Executive Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
 - (i) the Community Association at a general meeting; or
 - (ii) the Executive Committee at an Executive Committee meeting.

F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right, power or remedy.
- (b) 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.
- (c) Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

PART 5

BY-LAWS REQUIRED BY A PUBLIC AUTHORITY

BY-LAW 21 *VEGETATION PROTECTION*

1. The association must comply with the requirements of the vegetation management plan prepared by Narla Environmental dated February 2022 (Version v2.0 final) throughout the occupation and use of the development within the community lot.
2. The association shall not resolve to clear vegetation under the 10/50 Vegetation Clearing Scheme within the community association lot without the written consent of Wingecarribee Council. The association shall not consent to any application from a proprietor for the same, without the written consent of Wingecarribee Shire Council.
3. This by-law shall not be amended in any way without the written consent of Wingecarribee Shire Council.

DRAFT

PART 6

SIGNATURES, CONSENTS & APPROVALS

EXECUTION BY THE DEVELOPER

Dated:

.....
Director Name

.....
Director Signature

.....
Director Name

.....
Director Signature

Executed by RG Capital Pty Ltd. in accordance with Section 127 of the Corporations Act 2001

CERTIFICATE OF APPROVAL

It is certified:

- (a) The consent Authority has approved of the development described in the Development Consent DA/xxx.
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: _____

Signature on behalf of
consent Authority

.....
Authorised Officer
Wingecarribee Shire Council

Office Use Only

Office Use Only

Registered:

DP 271377

Title System:

**PLAN OF SUBDIVISION OF LOTS 11 AND 18
IN DP 1219744**

LGA: WINGECARRIBEE
Locality: BUNDANOON
Parish: SUTTON FOREST
County: CAMDEN

Survey Certificate

I, STELLA LOUISE WALTER
of MEPSTEAD & ASSOCIATES PTY LTD
PO BOX 22, THORNLEIGH 2120

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

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on*

~~**(b) The part of the land shown in the plan (*being/*excluding **)
.....)
was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.*~~

~~**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.*~~

Datum Line: 'X' - 'Y'

Type: ~~Urban~~/~~Rural~~

The terrain is ~~Level Undulating~~ / ~~Steep Mountainous~~.

Signature: Dated:

Surveyor Identification No: 2202

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

**Strike out inappropriate words.*

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

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

I,
*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.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:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

**ADDITIONAL
INFORMATION
Received 28-02-2022**

**Strike through if inapplicable.*

Plans used in the preparation of survey/compilation.

- DP 263733
- DP 358829
- DP 717296
- DP 1014260
- DP 1212031
- DP 1219744

DRAFT

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:

1. THE EXTENSION OF REG GRUNDY DRIVE 18 WIDE AND 20 WIDE
2. XXXX ROAD 15 WIDE & VARIABLE
3. PATHWAY 2.5 WIDE

Surveyor's Reference: 6014-DP1

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
<p>Registered:</p> <p>PLAN OF SUBDIVISION OF LOTS 11 AND 18 IN DP 1219744</p>	<p>DP 271377</p>
<p>Subdivision Certificate number:</p> <p>Date of endorsement:</p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>Name of Development (Optional)</p>	<p>Address for Service of Notices COMMUNITY ASSOCIATION DP 271377 REG GRUNDY DRIVE BUNDANOON NSW 2578</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) <i>Community Land Development Act 2021</i>. Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, # of being a qualified valuer, as defined in the <i>Community Land Development Act 2021</i> by virtue of having membership with: Professional Body:..... Class of membership:..... Membership number:..... certify that;</p> <p>*(a) The unit entitlements shown in the schedule herewith were apportioned on.....(being the valuation day) in accordance with section 31 <i>Community Land Development Regulation 2021</i>.</p> <p>Signature: Dated:</p> <p><small>* Strike through if inapplicable # Full name, valuer company name or company address ^ Insert date of valuation</small></p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>	

DRAFT

SCHEDULE OF UNIT ENTITLEMENT

Lot	Unit Entitlement	Subdivision	Lot	Unit Entitlement	Subdivision
1	Community Property		13		
2			14		
3			15		
4			16		
5			17		
6			18		
7			19		
8			20		
9			21		
10			22		
11			23		
12			Aggregate		

Surveyor's Reference: 6014-DP1

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 11 AND 18
IN DP 1219744**

DP 271377
DRAFT

Subdivision Certificate number:
Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.

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

1. EASEMENT TO DRAIN WATER 4 WIDE (E)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (F)
3. EASEMENT TO DRAIN WATER 3 WIDE (G)
4. EASEMENT TO DRAIN WATER 3 WIDE AND 4 WIDE (H)
5. EASEMENT TO DRAIN WATER 2 WIDE (J)
6. RESTRICTION ON THE USE OF LAND (K)
7. RESTRICTION ON THE USE OF LAND (L)

SCHEDULE OF STREET ADDRESSES

Lot	Street Number	Street Name	Street Type	Locality
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Surveyor's Reference: 6014-DP1

Office Use Only

Office Use Only

Registered:

DP 271377

PLAN OF SUBDIVISION OF LOTS 11 AND 18
IN DP 1219744

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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:

Date of Endorsement:

Executed by RG CAPITAL PTY LTD (ACN XXX XXX XXX) in accordance with Section 127 of the Corporations Act 2001

.....
XXXXX (Director)

.....
XXXXX (Director)

DRAFT

Surveyor's Reference: 6014-DP1