

DEVELOPMENT CONTRACT  
RIVERPARK SANCROX ESTATE



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## **APPROVED FORM 27 COMMUNITY LAND DEVELOPMENT ACT**

### **NEIGHBOURHOOD DEVELOPMENT CONTRACT**

#### **WARNING**

1. This Contract contains details of a neighbourhood scheme that is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act, 1989.

If the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by order of the Supreme Court.

2. This Contract must not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme concerned. Attention is drawn in particular to the management statement registered at the office of the Registrar-General with this contract, which statement sets out the management rules governing the scheme and provides details of the rights and obligations of lot owners under the scheme.
3. Further particulars about the details of the scheme are available in the Development Consent being the Project Approval issued under Section 75J of the Environmental Planning and Assessment Act 1979 by the Deputy Director – General the New South Wales Department of Planning on 22 December 2010 and the Concept Approval pursuant to Section 75O of the Environmental Planning and Assessment Act 1979 issued by the Minister for Planning by his delegate Deputy Director – General the New South Wales Department of Planning on 22 December 2010.
4. The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the scheme. In addition, the original proprietor covenants with association concerned and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

#### **DEFINITIONS, INTERPRETATIONS AND GENERAL**

##### **1.1 In this Development Contract:**

- (1) "Access Way Plan" means the plan attached and marked Access Way Plans Stage 1 as amended from time to time and the Access Way Plan Final Stage.
- (2) "Amenities" mean the amenities listed in clause 4 of the Contract.
- (3) "Amenity Block" means the amenity block to be constructed on that part of the Neighbourhood Property designated as the Amenity Block on the Neighbourhood Property Plan.

- (4) "Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.
- (5) "Construction Certificate" means a certificate referred to in section 109C (1) (b) Environmental Planning and Assessment Act 1979 and issued by Council and includes any modification or amendment approved by Council from time to time.
- (6) "Contract" has the same meaning as in Section 3 of the Development Act and includes this document registered with the Neighbourhood Property Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- (7) "Council" means Port Macquarie Hastings Council, its successors and administrators.
- (8) "Development" has the same meaning as in Section 3 of the Development Act and is the development authorised by the Development Consent and includes the Amenities.
- (9) "Development Act" means the Community Land Development Act 1989 (New South Wales) and the regulations made under it.
- (10) "Development Consent" means the Project Approval issued under Section 75J of the Environmental Planning and Assessment Act 1979 by the Deputy Director – General the New South Wales Department of Planning on 22 December 2010 and the Concept Approval pursuant to Section 75O of the Environmental Planning and Assessment Act 1979 issued by the Minister for Planning by his delegate Deputy Director – General the New South Wales Department of Planning on 22 December 2010 and includes any modification of the Project Approval and Concept Approval, Construction Certificate, other approvals, building codes of Australia and standards required for the Development.
- (11) "Effluent Mains" means the effluent mains and sub mains and pumps shown on the Service Works Plan which carry effluent from an Off-Site Lot for dispersal on the Off-site Dispersal Area but does not include any pipes, cables or other equipment contained within an Off-Site Lot which are connected to the Effluent Mains.
- (12) "Fire Trails" means the fire trails disclosed on the Access Way Plan.
- (13) "Landscape Plan" means the plan attached and marked Landscape Plan.
- (14) "Management Act" means the Community Land Management Act 1989 (New South Wales) and the regulations made under it.
- (15) "Management Statement" means the management statement registered with the Neighbourhood Property Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.

- (16) "Neighbourhood Lot" means a lot in the Neighbourhood Property Plan, which is not Neighbourhood Property, a public reserve or a drainage reserve and is not a lot that has been severed from the Neighbourhood Scheme.
- (17) "Neighbourhood Parcel" means the land the subject of the Neighbourhood Scheme.
- (18) "Neighbourhood Property Plan" means the Neighbourhood Property Plan registered with the Management Statement.
- (19) "Neighbourhood Property" means Lot 1 in the Neighbourhood Property Plan.
- (20) "Off-site Dispersal Area" means that part of the Neighbourhood Property designated as the off-site dispersal area on the Neighbourhood Property Plan for the dispersal of treated effluent from the Off-Site Lots and includes all pumps, pipes and other equipment on the Off-Site Dispersal Area.
- (21) "Off-Site Lots" means Neighbourhood Lots 12 and 14 and part Neighbourhood Lots 9 and 16 in the Neighbourhood Property Plan.
- (22) "Open Access Way" means that part of the Neighbourhood Property designated as an open access way on the Access Way Plan and being an open access way under Section 43 of the Development Act.
- (23) "Open Pathway" means that part of an Open Access Way designated as open pathways on the Access Way Plan and being a open access way under Section 43 of the Development Act.
- (24) "Original Proprietor" has the same meaning as in Section 3 of the Development Act.
- (25) "Pictorial Representation Plan" means the plan attached and marked Pictorial Representation Plan.
- (26) "Plan of Subdivision" means the plans for each Stage attached and marked Plan of Subdivision Stage #.
- (27) "Right of Carriageway" means the following right of carriageways created by registration of the Neighbourhood Property Plan as identified on the Access Way Plan as Right of Carriageway:
- (a) burdening Neighbourhood Lot 15 and benefiting part Neighbourhood Lot 16; and
  - (b) burdening part Neighbourhood Lot 16 and Neighbourhood Lot 15; and
  - (c) such other Temporary Right of Carriageway, if any, identified from time to time on the Access Way Plan.
- (28) "Service" includes:
- (a) the supply of water or electricity;

- (b) the provision of effluent and drainage; and
  - (c) transmission by telephone, radio or television or any other electronic service.
- (29) "Service Line" means a drain, pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is disclosed in the Service Works Plan.
- (30) "Service Works Plan" means the diagram relating to the Service Lines attached and marked Service Works Plan Stage 1 as amended from time to time and the Service Works Plan Final Stage
- (31) "Subsequent Proprietor" means a person (other than the Original Proprietor) who is for the time being the proprietor of a Neighbourhood Lot within the Neighbourhood Parcel.
- (32) "Temporary Right of Carriageway" means temporary right of carriageway, if any, identified on the Access Way Plan from time to time.
- (33) "Tennis Court" means the tennis court to be constructed on that part of the Neighbourhood Property designated as the Tennis Court Area on the Neighbourhood Property Plan.

1.2 In this Contract unless the contrary intention appears:

- (1) A reference to an instrument includes any variation or replacement of it;
- (2) 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;
- (3) The singular includes the plural and vice versa;
- (4) The word "person" includes a firm, a body corporate, an association or an authority;
- (5) The word "includes" or "including" also means "including but not restricted to";
- (6) 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;
- (7) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (8) Headings are inserted for convenience and do not affect the interpretation of this Contract.

1.3 If the whole or any part of a clause of this Contract is void, unenforceable or illegal, it is severed. The remainder of the clauses of this Contract have full force and effect. This clause has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

- 1.4 Any word or expression used in the Contract where the first letter is capitalised is a defined term. If such word or expression is not specifically defined in the Contract, it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.
- 1.5 The warning that is contained in paragraphs 1 to 5 in the Contract is a prescribed warning and cannot be removed.

## **DESCRIPTION OF DEVELOPMENT LAND**

### **2. DESCRIPTION OF LAND**

- (1) All those pieces or parcels of land in the Parish and County of Macquarie being:
- (a) Lots 1 to 13 inclusive; 15 to 21 inclusive; 23 to 27; 29 to 51 inclusive; 54; 55; 57 to 66 inclusive; 68; 70 to 72 inclusive; 74 to 80 inclusive; 83; 84; and 86 to 88 inclusive in DP 791199; and
  - (b) Lots 90; and 93 to 95 inclusive in DP 805549; and
  - (c) Lots 922 to 926 inclusive in a proposed plan of subdivision of Lots 22; 28; 52; 53; 56 in DP 791199; Lots 91 and 92 in DP 805549; and Lot 51 in DP 775871.

### **3. DEVELOPMENT**

- 3.1 The Original Proprietor will construct the Development in accordance with the Development Consent.
- 3.2 The Original Proprietor appoints Riverpark Sancrox Pty Ltd ACN 128 680 606 as their agent to undertake the Development.

### **4. AMENITIES**

#### **4.1 Amenity Block**

An Amenity Block of no more than 50 square metres consisting of 2 rooms, (one male and one female) being change room and toilet facilities with Notice Board of a size of not less than 900 millimetres by 600 millimetres and attached on an outside wall of the Amenity Block for neighbourhood use – hours of use and conditions of use to be administered by the Neighbourhood Association.

#### **4.2 Tennis Court**

Tennis Court on the Neighbourhood Property as disclosed in the Neighbourhood Property Plan with a hard surface with a fence and lockable gate; and

4.3 Entrance way

Entrance way at the intersection of the Open Access Way and Sancrox Road.

4.4 Open Access Way

Open Access Way proposed to be in the position disclosed in the Access Way Plan to provide all weather vehicle access with a sealed surface of variable width;

4.5 Open Pathways

Open Pathway providing pedestrian or golf buggy or a similar vehicle access with a grass surface of at least 1 metre wide;

4.6 Fire Trails

Fire Trails providing all weather vehicle access with a grass or gravel surface of at least 4 metres wide;

4.7 Right of Carriageways

Right of Carriageways disclosed in the Access Way Plan from time to time having a grass or gravel surface suitable for vehicle traffic;

4.8 Temporary Right of Carriageways

Temporary Right of Carriageways disclosed in the Access Way Plan from time to time having a grass or gravel surface suitable for vehicle traffic to be extinguished after an Open Access Way has been constructed on the Neighbourhood Property in substitution for the Temporary Right of Carriageway serving all Neighbourhood Lots having the benefit of the Temporary Right of Carriageway;

4.9 Service Lines

Service Lines to carry the Services as disclosed in Service Works Plan for domestic use to the boundary of each Neighbourhood Lot with water, electricity and telephone services to be underground;

4.10 Storm water drainage system

Storm water drainage system of grassed swales to collect surface water within Open Access Ways, Right of Carriageways, Temporary Right of Carriageways and Neighbourhood Lots integrated where necessary with culverts;

4.11 Off-site Dispersal Area

Off-site Dispersal Area for the dispersal of treated effluent from the Off-Site Lots including all pumps, pipes and other equipment necessary to effectively disperse effluent upon the Off-Site Dispersal Area together with a perimeter fence consisting of a 50 millimetres mesh chain link of a height of not less than 1.2 metres with posts every 3 metres with a 4 metre padlocked access gate to prevent access to the Off-site Dispersal Area by unauthorised persons;

4.12 Effluent Mains

4.13 Effluent Mains of sufficient capacity to transport effluent from each Off-Site Lot to the Off-site Dispersal Area;

## 5. Theme and Architectural Design

5.1 It is planned that the Neighbourhood Parcel will retain its character with special emphasis on domestic and recreational activities in an Australian bushland setting.

5.2 The theme and architectural design will be consistent with the Development Consent and Management Statement.

## 6. Landscaping

6.1 It is proposed that the Development will maintain the current Australian rural theme in accordance with the Landscape Plans with the following objectives:

- (1) preservation of existing natural landscape;
- (2) preservation of native Australian flora and trees;
- (3) compliance with provisions of the Soil Conservation Act 1938.

## 7. Pictorial Representation

7.1 See the Pictorial representation annexed and marked Development Plan.

## RIGHTS AND UNDERTAKING

During the development the Original Proprietor has the following rights relating to the ingress, egress, movement and parking of vehicles to, from and on the parcel during development and permitted use of Neighbourhood Property.

7.2 The Original Proprietor and every person authorised by them will have free and unfettered access to the Neighbourhood Property and each Neighbourhood Lot for the purposes of doing all things necessary to undertake and complete the Development in accordance with the Development Consent and for such purposes may:

- (1) by any reasonable means enter the Neighbourhood Property and each Neighbourhood Lot and remain upon them between the hours of 7 am to 5 pm Monday to Friday and 7 am to 1 pm Saturday of each week excluding public holidays;
- (2) take anything, including materials, consumables, vehicles, plant and equipment, onto and store or use such things upon the Neighbourhood Property and each Neighbourhood Lot;



- (3) open and close the soil of the Neighbourhood Property and a Neighbourhood Lot to construct the Development upon or beneath the surface of the soil provided the Original Proprietor will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Neighbourhood Property and each Neighbourhood Lot and will restore that surface as nearly as practicable to its original condition subject to the requirements of the construction of the Development;
- (4) enter upon a Neighbourhood Property and each Neighbourhood Lot and remove anything redundant to the Development including disused Service Lines;
- (5) erect any construction barricades or other barriers on a Neighbourhood Lot or the Neighbourhood Property to prevent access to construction sites; and
- (6) park vehicles, plant and equipment on the Neighbourhood Property in any place that the Original Proprietor may decide but not so as to prevent ingress or egress to any Neighbourhood Lot.

7.3 In exercising these powers the Original Proprietor must:

- (1) ensure all work relating to the Development is carried out as quickly as is practicable and complete in a timely manner;
- (2) cause as little inconvenience as is practicable to any person using the Neighbourhood Property or the owner or occupier of a Neighbourhood Lot;
- (3) cause as little damage as is practicable to the Neighbourhood Property or a Neighbourhood Lot and any improvements on them subject to the requirements of the construction of the Development;
- (4) restore the Neighbourhood Property or a Neighbourhood Lot as nearly as practicable to its former condition, subject to the requirements of the construction of the Development;
- (5) observe all of the requirements of occupational health and safety standards and where necessary prevent access to a construction site on the Neighbourhood Property or a Neighbourhood Lot to any person not authorised by the Original Proprietor; and
- (6) ensure the Development is constructed in a good and workmanlike manner and in accordance with the Development Consent .

## 8. CONSTRUCTION

- 8.1 The Original Proprietor will construct the Development in stages in accordance with the Plan of Subdivision and the Development Consent.
- 8.2 The Original Proprietor will upon completion of each stage do all things necessary to expeditiously obtain the registration of each Plan of Subdivision,
- 8.3 The Original Proprietor may at their discretion amend the order of the stages.
- 8.4 The Original Proprietor undertakes not to cause any unreasonable inconvenience to the proprietors of any Lots in the Scheme and to repair without delay any damage caused to Association Property or Common Property by development activities.

The Original Proprietors undertake not to cause unreasonable inconvenience to Proprietors of Lots in the Neighbourhood Scheme and to repair without delay any damage caused to Neighbourhood Property by Development activities.

Dated:

### EXECUTION BY THE ORIGINAL PROPRIETOR

Dated:

### CERTIFICATE OF APPROVAL

It is certified that:

- (a) That the consent authority has consented to the development described in Development Application No ..... and
- (b) That the terms and conditions of this development contract are not inconsistent with that development as approved.

Dated:

Execution of consent authority .....

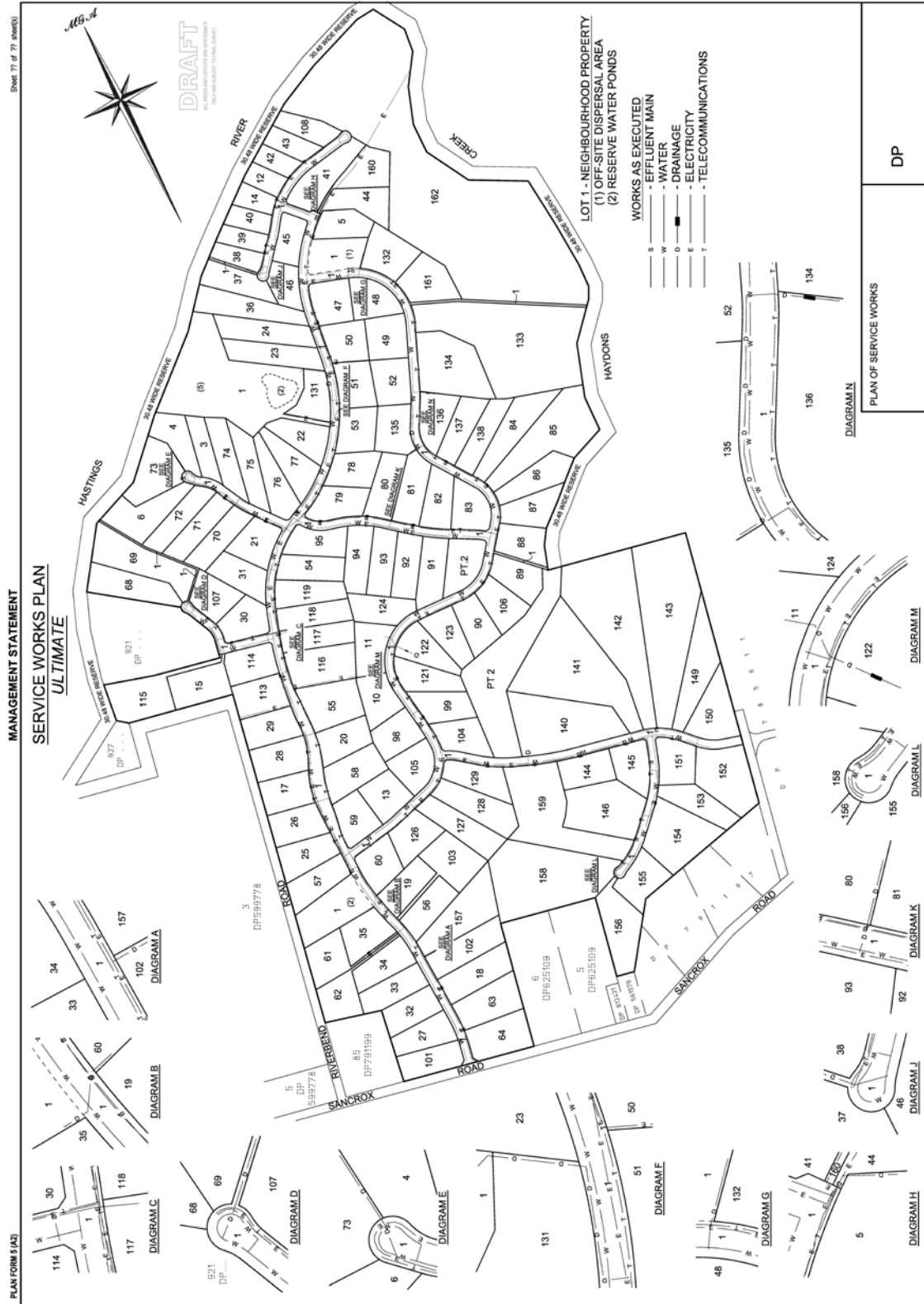


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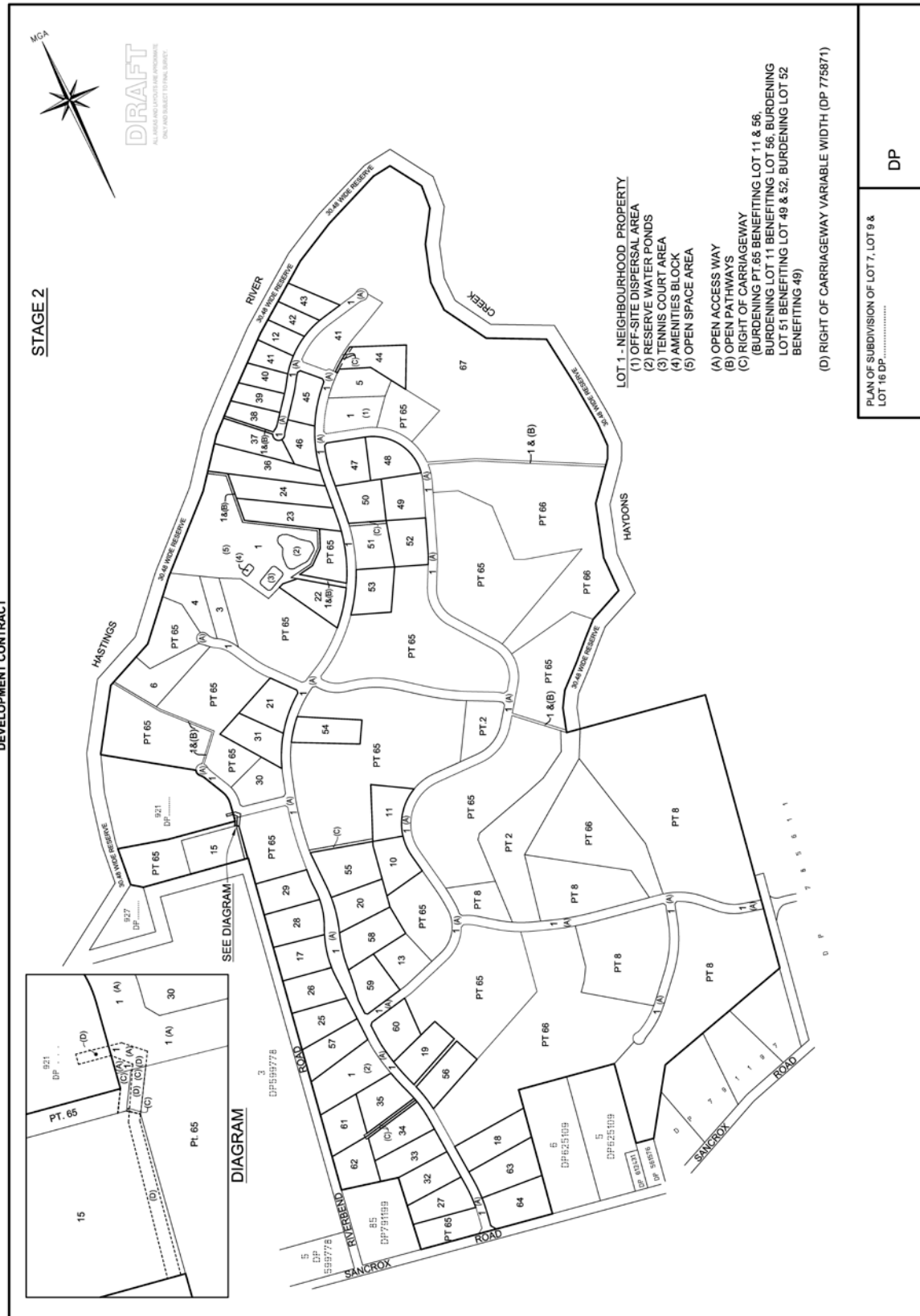
## Service Works Plan - Stage 1



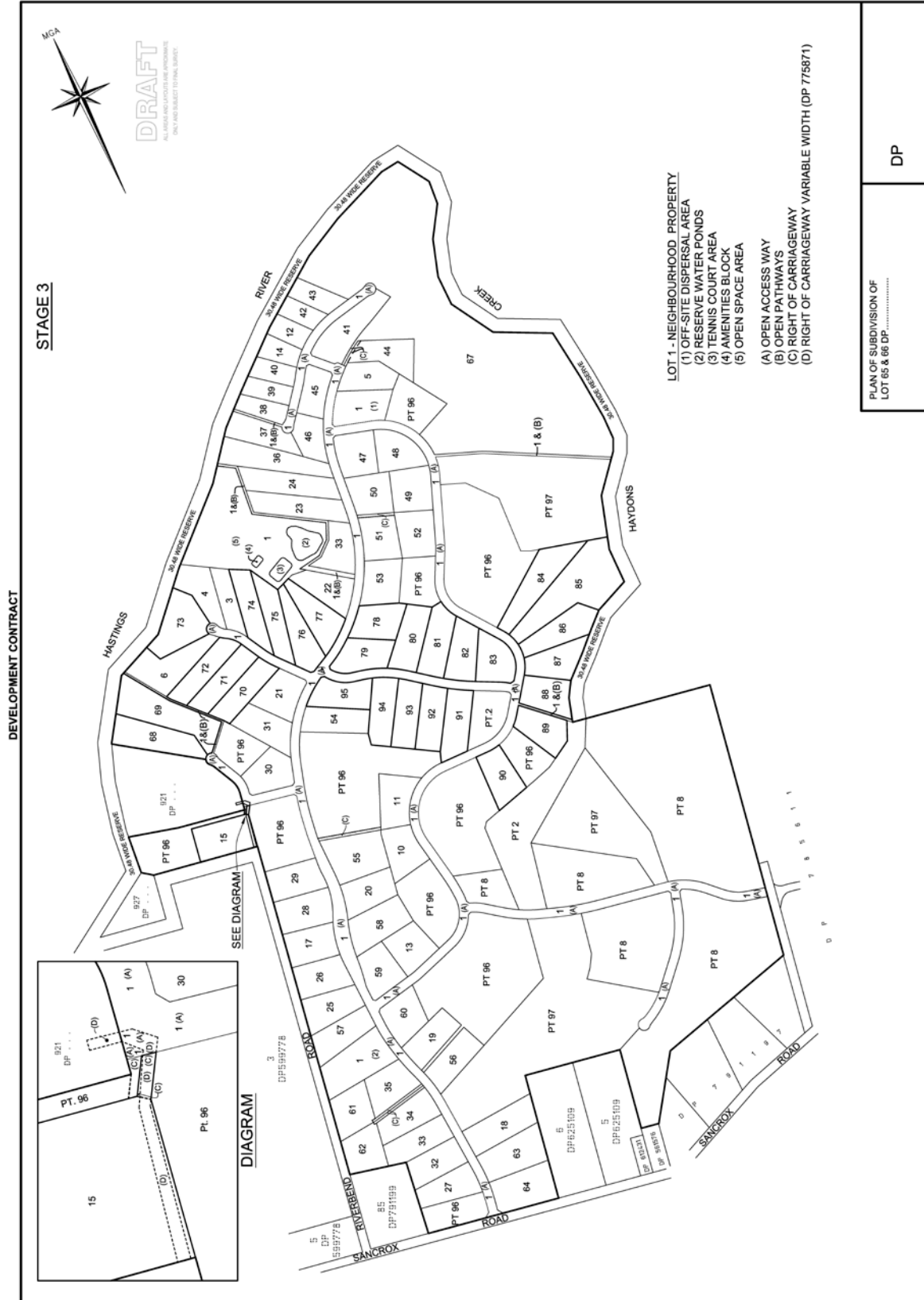
# Service Works Plan – Final Stage



## Plan of Subdivision – Stage 2

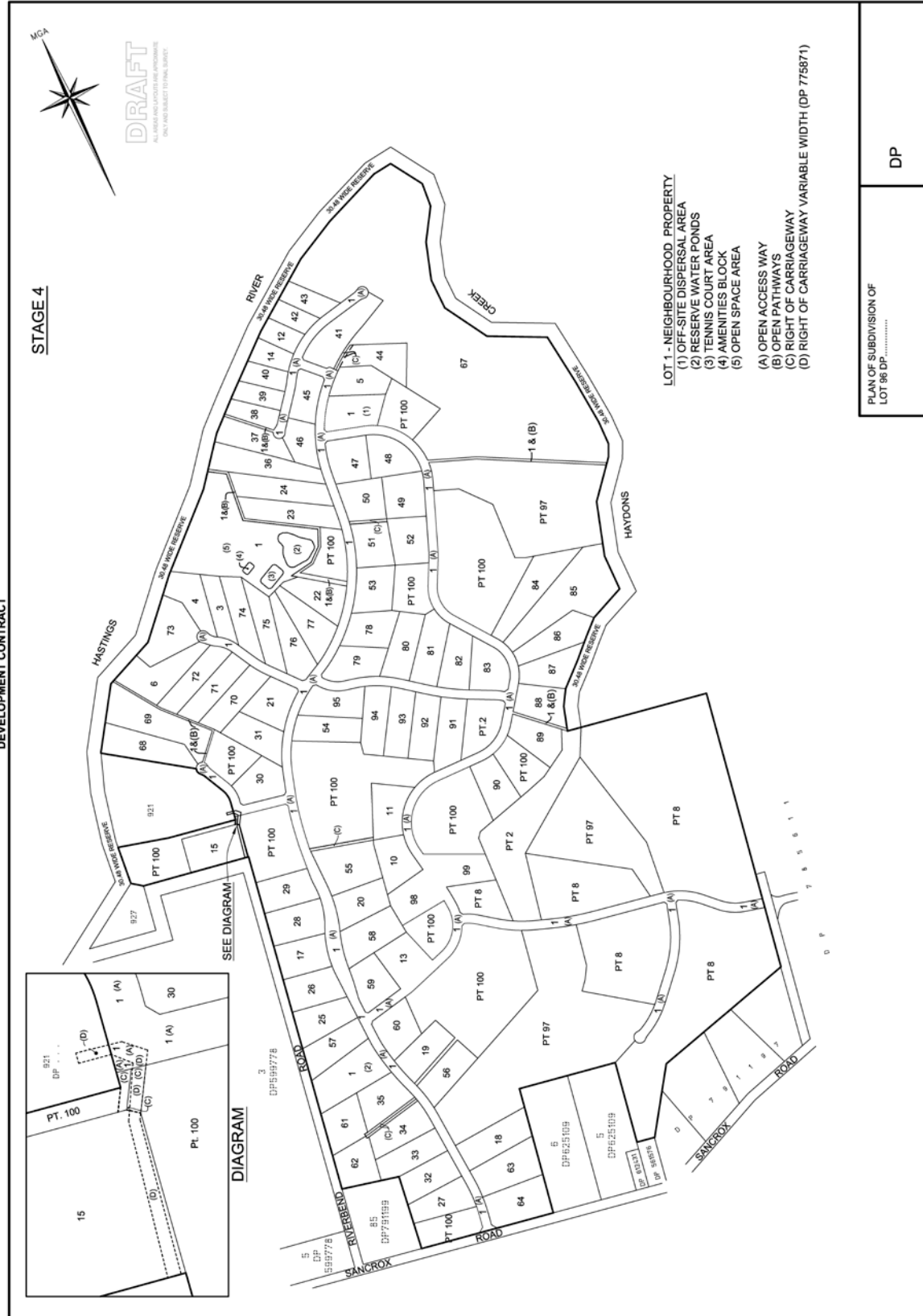


# Plan of Subdivision – Stage 3





# Plan of Subdivision – Stage 4



# Plan of Subdivision – Stage 5



# Plan of Subdivision – Stage 6



# Plan of Subdivision – Stage 7



# Plan of Subdivision – Stage 8



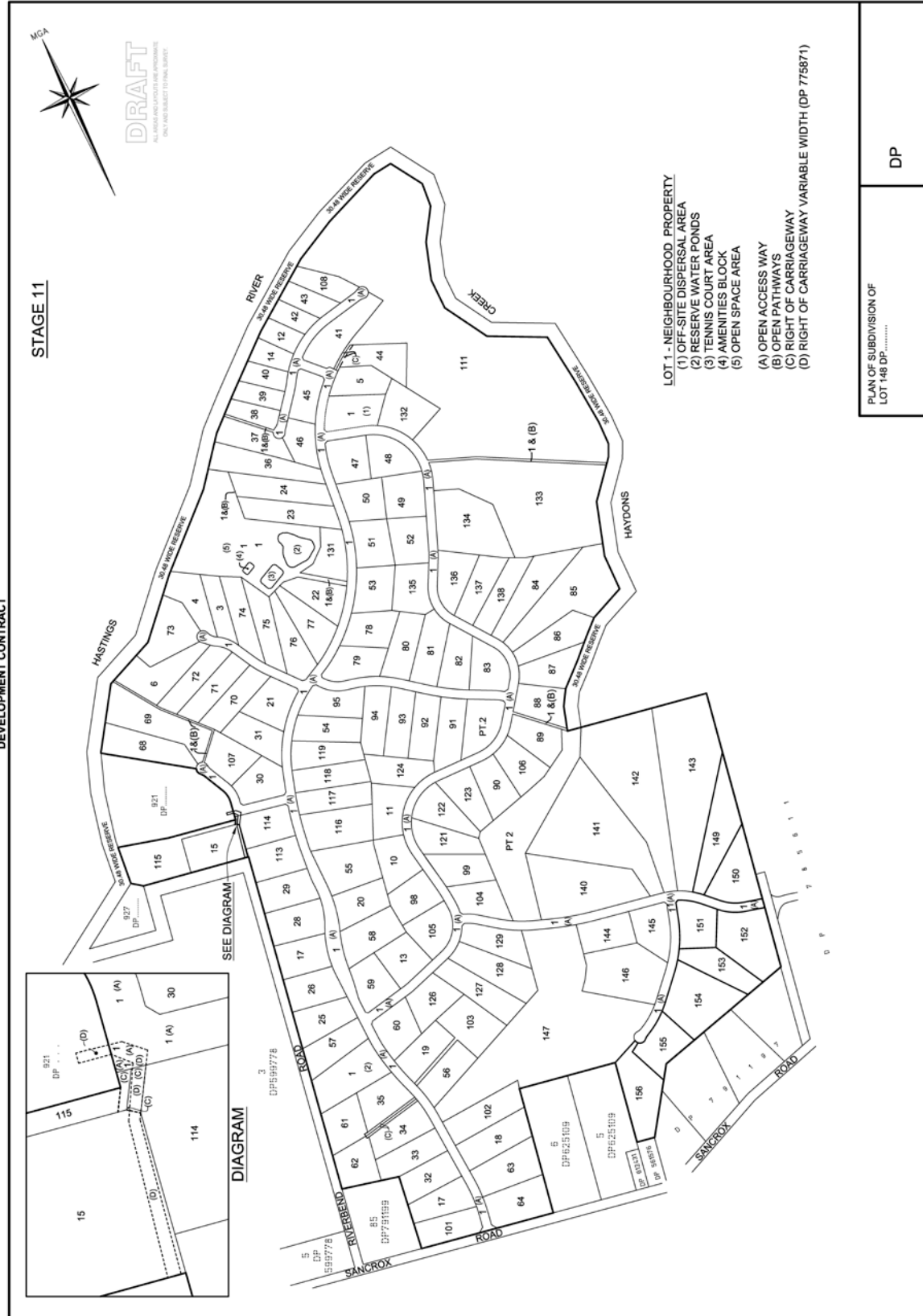
## Plan of Subdivision – Stage 9



# Plan of Subdivision – Stage 10



# Plan of Subdivision – Stage 11





# Plan of Subdivision – Stage 12



# Plan of Subdivision – Stage 13



PART 1

Landscape Plan

