

DRAFT

DEVELOPMENT CONTRACT

RIVERPARK ESTATE

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Ref: AW:JC:599

FORM 27

COMMUNITY LAND DEVELOPMENT ACT, 1989 CONTRACT

WARNING

1. This Contract contains details of a community scheme which 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.
2. 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.
3. 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.
4. Further particulars about the details of the scheme are available in the Development Consent No #### dated ***** granted by Port Macquarie Hastings Council.
5. 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.

PART 1

DEFINITIONS, INTERPRETATIONS AND GENERAL

1.1 In this Development Contract:

- (1) "Access Way Plan" means the plan marked "Access Way Plans Stage 1 and Access Way Plan Final Stage" contained in PART 4 of the Contract.
- (2) "Amenities" mean the amenities listed in PART 2, clause 2.3 of the Contract.
- (3) "Amenity Block" means the amenity block to be constructed on that part of the Community Property designated as the "Amenity Block" on the Concept Plan.

- (4) "Building Code of Australia" means the Building Code of Australia published by the Australian Building Codes Board from time to time.
- (5) "Community Development Lot" means a lot in the Community Plan, which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a subsidiary scheme or a lot that has been severed from the Community Scheme.
- (6) "Community Parcel" means the land the subject of the Community Scheme.
- (7) "Community Plan" means the community plan registered with the Management Statement.
- (8) "Community Property" means Lot 1 in the Community Plan.
- (9) "Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.
- (10) "Concept Plan" means the plan marked "Concept Plan Stage 1" and "Concept Plan Final Stage" contained in PART 4 of the Contract.
- (11) "Construction Certificate" means a certificate referred to in section 109C (1) (b) Environmental Planning and Assessment Act 1979 and issued by Council for each Stage and includes any modification or amendment approved by Council from time to time.
- (12) "Contract" has the same meaning as in Section 3 of the Development Act and includes this document registered with the Community Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- (13) "Council" means Port Macquarie Hastings Council, its successors and administrators.
- (14) "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.
- (15) "Development Act" means the Community Land Development Act 1989 (New South Wales) and the regulations made under it.
- (16) "Development Consent" means the consent issued under the Environmental Planning and Assessment Act 1979 to carry out the Development on the Community Parcel granted by Council under the Environmental Planning Assessment Act 1979 on ***** reference ***** and includes any modification or amendment approved by Council from time to time.
- (17) "Effluent Mains" means the effluent mains and sub mains and pumps shown on the Prescribed Diagram which distribute effluent 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 is connected to the Effluent Mains.

- (18) "Fire Trails" means the fire trails disclosed on the Access Plan.
- (19) "HC Aus-Spec1" means Port Macquarie Hastings Council Aus-Spec 1 adopted by Council from time to time.
- (20) "Hopkins Consultants" means Hopkins Consultants Pty Limited ACN 055 060 878 of 109 William Street Port Macquarie.
- (21) "Landscape Plan" means the plan marked "Landscape Plan" contained in PART 6 of the Contract.
- (22) "Management Act" means the Community Land Management Act 1989 (New South Wales) and the regulations made under it.
- (23) "Management Statement" means the management statement registered with the Community Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- (24) "Off-site Dispersal Area" means that part of the Community Property designated as the off-site dispersal area on the Concept Plan for the dispersal of treated sewerage from the Off-Site Lots and includes all pumps, pipes and other equipment on the Off-Site Dispersal Area.
- (25) "Off-Site Lots" means Lots 41 to 45 inclusive in the Community Plan.
- (26) "Open Access Way" means that part of the Community Property designated as a open access way on the Access Way Plan and being an open access way under Section 41 of the Development Act.
- (27) "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 41 of the Development Act.
- (28) "Original Proprietor" has the same meaning as in Section 3 of the Development Act.
- (29) "Pictorial Representation Plan" means the plan marked Pictorial Representation Plan contained in PART 2, clause 2.6 of the Contract.
- (30) "Plan of Subdivision" means the plans for each Stage marked "Plan of Subdivision of Lot # Access and Services" contained in PART 5
- (31) "Prescribed Diagram" means the diagram relating to the Service Lines marked "Prescribed Diagram Stage 1" and "Prescribed Diagram Final Stage" contained in PART 4 of the Contract and prescribed by Section 36 of the Development Act.
- (32) "Private Access Way" means that part of the Community Property designated as a private access way on the Access Way Plan and being a private access way under Section 44 of the Development Act.
- (33) "Right of Carriageway" means the right of carriageways identified on the Access Way Plan as "Right of Carriageway":

- (a) burdening Lots 3 and 4 respectively and benefiting Lots 4 and 3 respectively;
 - (b) burdening Lots 7 and 8 respectively and benefiting Lots 8 and 7 respectively; and
 - (c) burdening Lots 17 and 18 respectively and benefiting Lots 18 and 17 respectively
- (34) "Service" includes:
- (a) the supply of water, gas or electricity;
 - (b) the provision of sewerage and drainage; and
 - (c) transmission by telephone, radio or television or any other electronic service.
- (35) "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 Prescribed Diagram.
- (36) "Stage" means a stage of the Development set out in PART 3.
- (37) "Subsequent Proprietor" means a person (other than the Original Proprietor) who is for the time being the proprietor of a Community Development Lot within the Community Parcel.
- (38) "Temporary Right of Carriageway" means the temporary right of carriageways identified on the Access Way Plan as follows:
- (a) burdening Lot 1 and benefitting Lot 88;
 - (b) burdening Lot 1 and benefitting Lot 89;
 - (c) burdening Lot 1 and benefitting Lot 90;
 - (d) burdening Lot 1 and benefitting Lots 45, 91 and 99;
 - (e) burdening Lot 1 and benefitting Lot 92;
 - (f) burdening Lot 1 and benefitting Lot 93
 - (g) burdening Lot 1 and benefitting Lot 95;
 - (h) burdening Lot 1 and benefitting Lot 96;
 - (i) burdening Lot 1 and benefitting Lot 97
 - (j) burdening Lots 47 and 99 respectively and benefitting Lots 99 and 47 respectively;
 - (k) burdening Lots 54 and 57 and benefitting Lot 55;

- (l) burdening Lots 54 and 57 and benefitting Lot 56;
 - (m) burdening Lots 75 and 76 and benefitting Lots 77; and
 - (n) burdening Lots 75 and 76 and benefitting Lot 78.
- (39) "Tennis Court" means the tennis court to be constructed on that part of the Community Property designated as the "Tennis Court Area" on the Concept 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 named.

PART 2

2. DESCRIPTION OF DEVELOPMENT LAND

2.1 DESCRIPTION OF LAND

- (1) The Development will occur on the following land being all those pieces or parcel of land in the Parish and County of Macquarie being: Lots 1 to 13 inclusive; Lots 15 to 66 inclusive; Lot 68; Lot 70 to 72 inclusive; Lot 74 to 80 inclusive; Lot 83; Lot 84; Lot 86; Lot 87 and Lot 88 in DP791199; and Lots 90 to 95 inclusive in DP805549.

2.2 DEVELOPMENT

- (1) The Original Proprietor will construct the Development in accordance with the Development Consent and Construction Certificate for each Stage in a good and workmanlike manner and in accordance with the designs referenced in the Contract and standards prescribed by HC Aus-Spec1 and Building Code of Australia, as applicable.

2.3 AMENITIES

- (1) The Original Proprietor will construct the following amenities:
 - (a) Amenity Block of no more than 30 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 in accordance with the design prepared by ##### reference *****.
 - (b) Fire Trails providing all weather vehicle access with a grass surface of at least 3 metres wide in accordance with the design prepared by Hopkins Consultants reference *****.
 - (c) Effluent Mains of sufficient capacity to transport effluent from each Off-Site Lot to the Off-site Dispersal Area in accordance with the design prepared by Hopkins Consultants reference *****.
 - (d) Off-site Dispersal Area for the dispersal of treated sewerage including all pumps, pipes and other equipment necessary to effectively disperse treated sewerage upon the Off-Site Dispersal Area together with a perimeter fence consisting of a 50 millimetres mesh chain link of a height of 1.2 metres with posts every 3 metres with a 3.5 metre padlocked access gate to prevent access to the Off-site Dispersal Area by unauthorised persons in accordance with the design prepared by Hopkins Consultants reference *****.

- (e) Open Access Way providing all weather vehicle access with an asphalt surface of variable width in accordance with the design prepared by Hopkins Consultants reference *****;
- (f) Private Access Way providing all weather vehicle access with an asphalt surface of variable width in accordance with the design prepared by Hopkins Consultants reference *****;
- (g) Open Pathway providing pedestrian or golf buggy or a similar vehicle access with a grass surface of at least 1 metre wide in accordance with the design prepared by Hopkins Consultants reference *****;
- (h) Right of Carriageway and Temporary Right of Carriageway having a surface suitable for vehicle traffic in accordance with the design prepared by Hopkins Consultants reference *****;
- (i) Service Lines to carry the Services as disclosed in Prescribed Diagram in accordance with the design of the relevant authority;
- (j) Tennis Court with a hard surface and fenced in accordance with the design prepared by ##### reference *****;
- (k) Storm water drainage in accordance with the design prepared by Hopkins Consultants reference *****;
- (l) Landscaping in accordance with the Landscaping Plan.
- (m) Street lighting in accordance with the design prepared by Hopkins Consultants reference *****; and
- (n) Entrance way at the intersection of the Private Access Way with Sancrox Road in accordance with the design prepared by Hopkins Consultants reference *****.

2.4 Theme and Architectural Design

- (1) The Development in so far as relevant will be in accordance with an Australian Bushland theme consonant with the natural beauty of the surrounding area.
- (2) The architectural design is to emphasis earth tones.
- (3) Without restricting the foregoing the Amenities will be constructed using building materials and finishes in accordance with the design for each of the Amenities.

2.5 Landscaping

- (1) Landscaping will maintain the current Australian rural theme with the following objectives:
 - (a) preservation of existing natural landscape;

- (b) preservation of native Australian flora and trees;
- (c) compliance with provisions of the Soil Conservation Act 1938; and
- (d) will be in accordance with the Landscape Plan.

2.6 Pictorial Representation

(To be attached)

3. ORIGINAL PROPRIETOR'S RIGHTS AND UNDERTAKING

(Arrangements for ingress, egress, movement and parking of vehicles to, from and on the parcel during development and permitted use of Community Property.)

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

- (1) by any reasonable means enter the Community Property and each Community Development 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 Community Property and each Community Development Lot;
- (3) open and close the soil of the Community Property and a Community Development 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 Community Property and each Community Development 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 Community Property and each Community Development Lot and remove anything redundant to the Development including disused Service Lines;
- (5) erect any construction barricades or other barriers on a Community Development Lot or the Community Property to prevent access to construction sites; and
- (6) park vehicles, plant and equipment on the Community Property in any place that the Original Proprietor may decide but not so as to prevent ingress or egress to any Community Development Lot.

3.2 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 each Stage in a timely manner;
- (2) cause as little inconvenience as is practicable to any person using the Community Property or the owner or occupier of a Community Development Lot;
- (3) cause as little damage as is practicable to the Community Property or a Community Development Lot and any improvements on them subject to the requirements of the construction of the Development;
- (4) restore the Community Property or a Community Development 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 Community Property or a Community Development 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 designs referenced in the Contract and standards prescribed by HC Aus-Spec1 and Building Code of Australia as applicable.

PART 3

4. CONSTRUCTION

- 4.1 The Original Proprietor will construct the Development in Stages in accordance with the Table in clause **Error! Reference source not found..**
- 4.2 The Original Proprietor will upon completion of each Stage do all things necessary to expeditiously obtain the registration of the Plan of Subdivision for the Stage:
- 4.3 The proprietors and occupiers of Lots having the benefit of a Temporary Right of Carriageway, and the proprietors and occupiers of Lots having the burden of a Temporary Right of Carriageway, for each of the Plans of Subdivision identified in the second column of the Table in clause **Error! Reference source not found..**, and the Community Association, will do all things necessary upon registration of each Plan of Subdivision including the registration of an instrument pursuant to Section 88B of the Conveyancing Act to extinguish the Temporary Right of Carriageways identified in the third column of the Table in clause **Error! Reference source not found..**

4.4

Stage	Plan Subdivision of	Temporary Right of Carriageway to be extinguished
2	Lots 1 and 88	burdening Lot 1 benefitting Lot 88
3	Lots 1 and 89	burdening Lot 1 benefitting Lot 89 burdening Lot 1 benefitting Lot 93
4	Lots 1 and 90	burdening Lot 1 benefitting Lot 90
5	Lots 1 and 91	burdening Lot 1 benefitting Lots 45, 91 and 99
6	Lots 1 and 92	burdening Lot 1 benefitting Lot 92
7	Lots 1 and 93	
8	Lots 1 and 94	
9	Lots 1 and 95	burdening Lot 1 benefitting Lot 95 burdening Lots 75 and 76 benefitting Lot 77 burdening Lots 75 and 76 benefitting Lot 78
10	Lots 1 and 96	burdening Lot 1 benefitting Lot 96 burdening Lots 54 and 57 benefitting Lot 55 burdening Lots 54 and 57 benefitting Lot 56
11	Lots 1 and 97	burdening Lot 1 benefitting Lot 97
12	Lots 1 and 98	burdening Lot 1 benefitting Lot 98
13	Lots 1 and 99	burdening Lot 47 benefitting proposed Lots 152 and 154

4.5 Subject to clause 4.7 the Original Proprietor will construct the Private Access Way, Private Pathway, Right of Carriageway, Temporary Right of Carriageway, Services and Amenities in accordance with the Plan of Subdivision for each Stage.

4.6 The Original Proprietor will construct on or before completion of Stage 13 each of the Private Access Ways, Private Pathways, Right of Carriageways, Temporary Right of Carriageways, Services and Amenities identified in the Concept Plan Final Stage, Access Way Plan Final Stage, and Prescribed Diagram Final Stage and in particular will supply and install street lighting at all intersections of Private Access Ways.

4.7 The Original Proprietor may at their discretion amend the order of the Stages.

PART 4

Plans

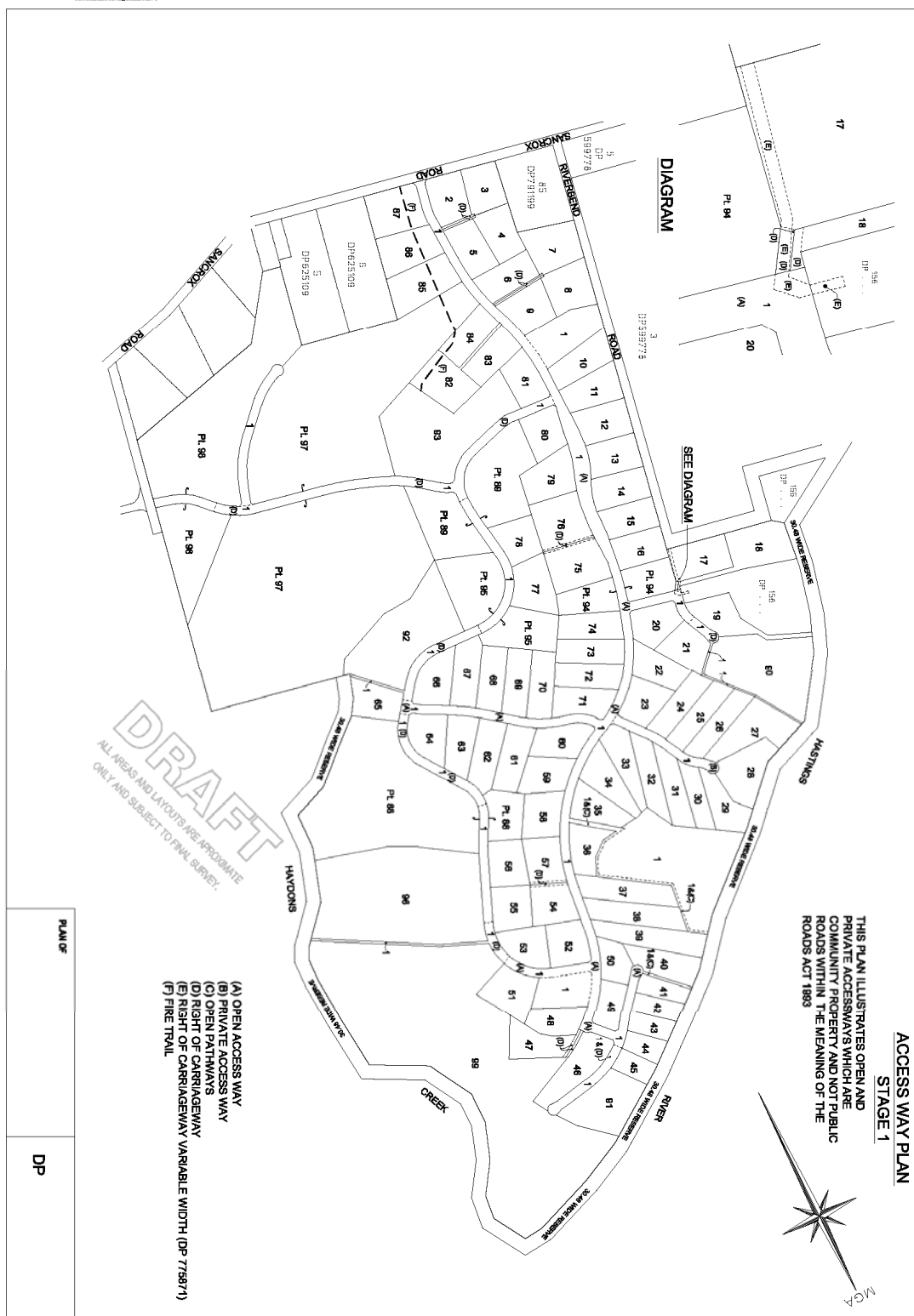
Concept Plan - Stage 1



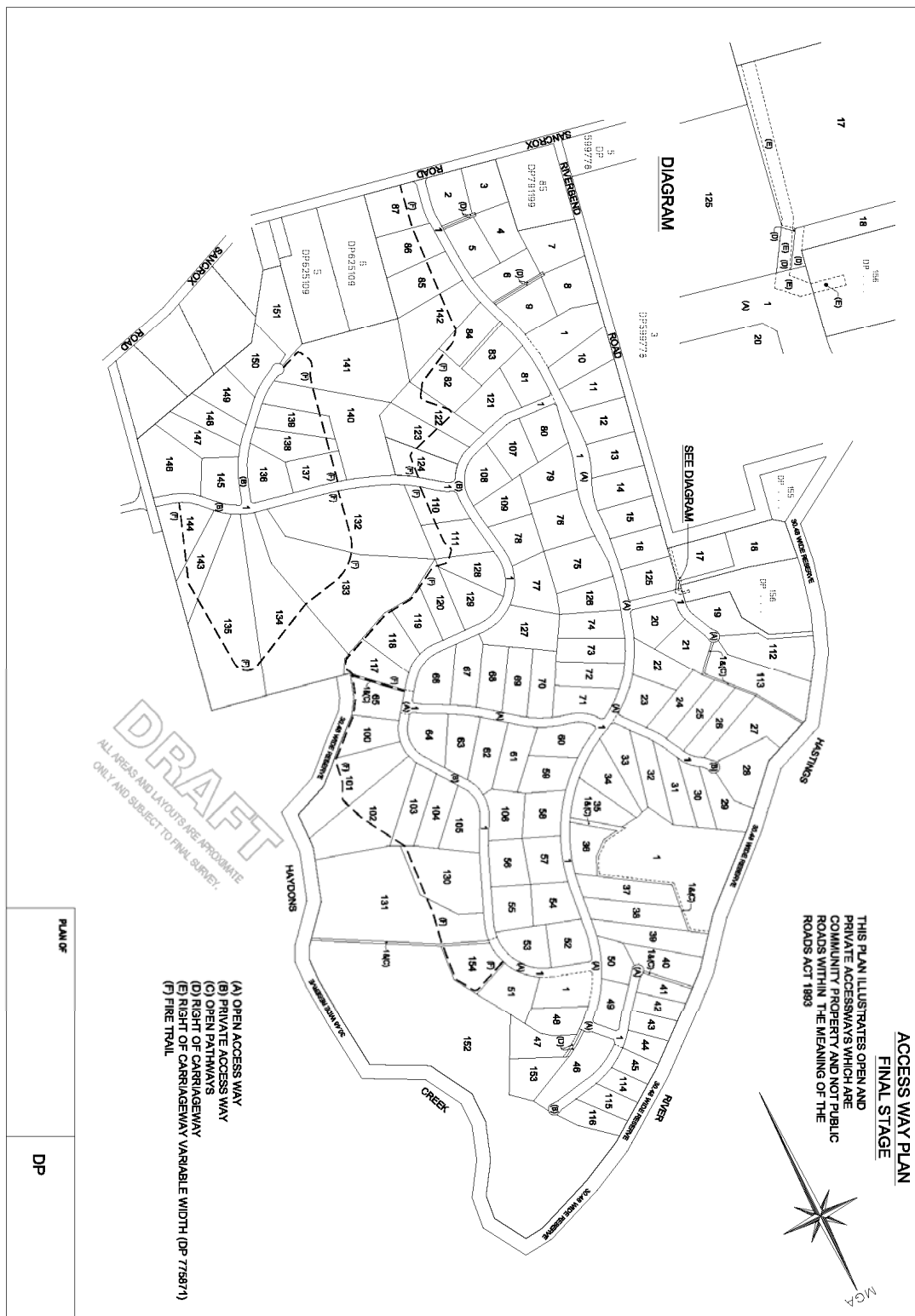
Concept Plan – Final Stage



Access Way Plan - Stage 1



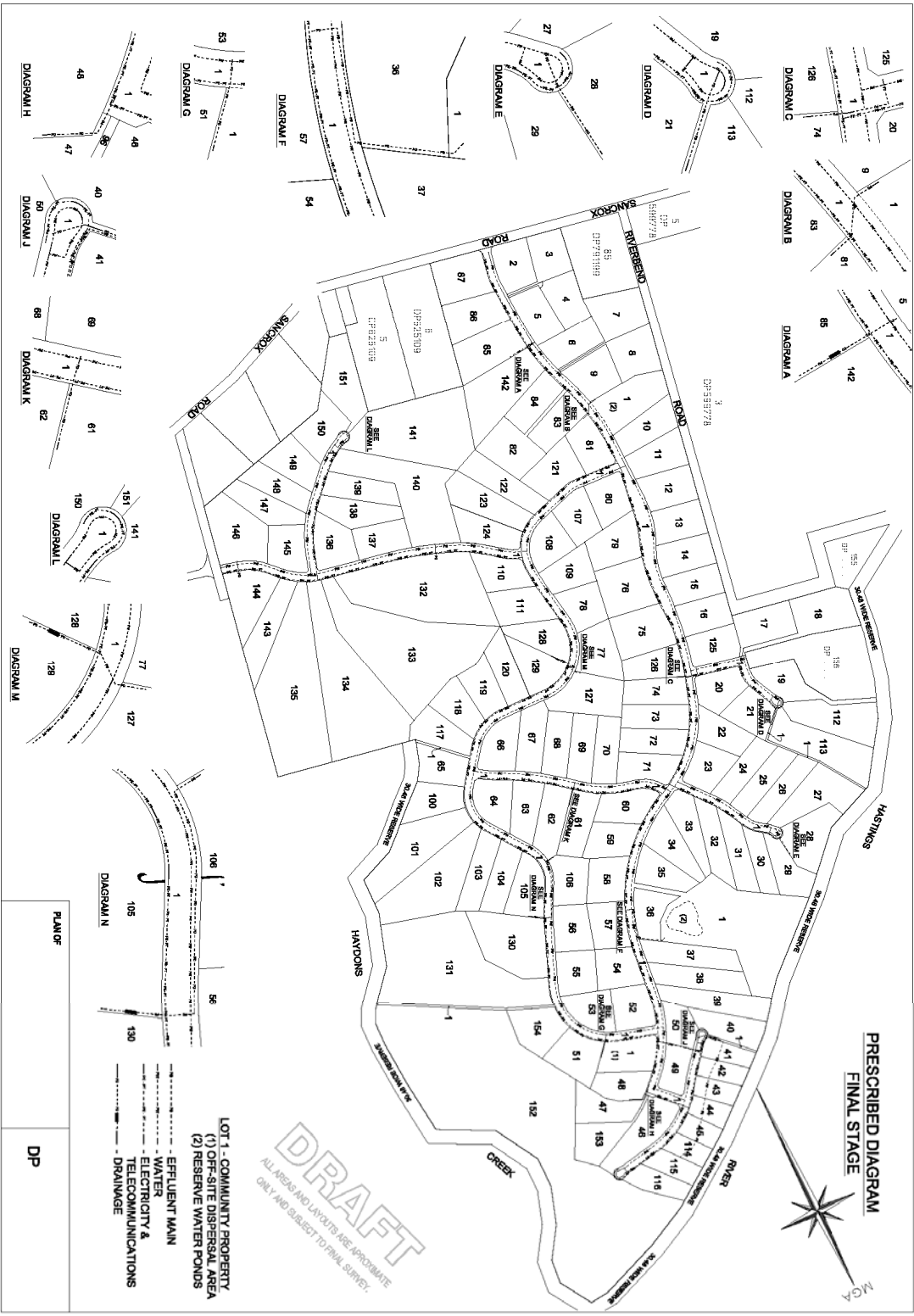
Access Way Plan – Final Stage



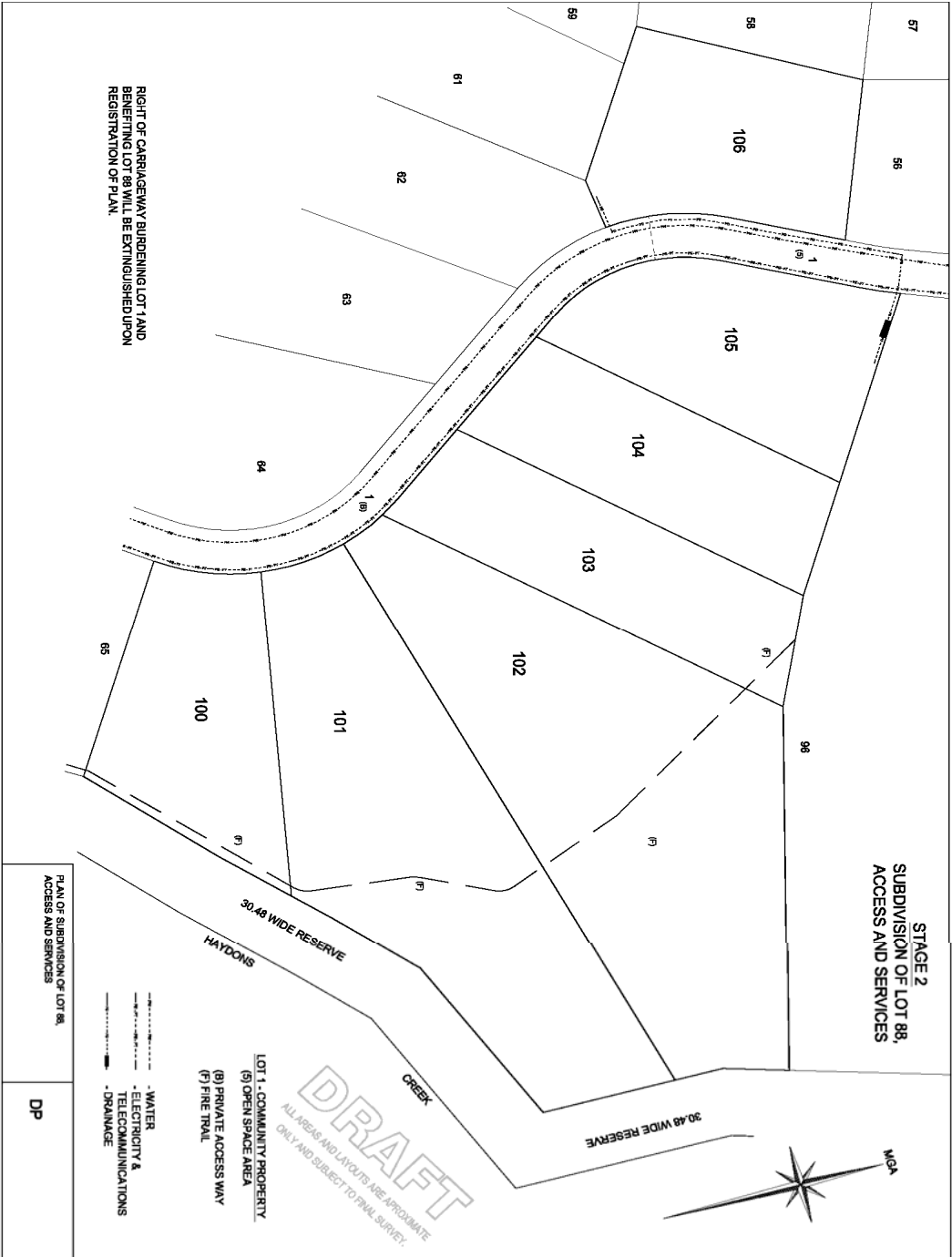
Prescribed Diagram - Stage 1



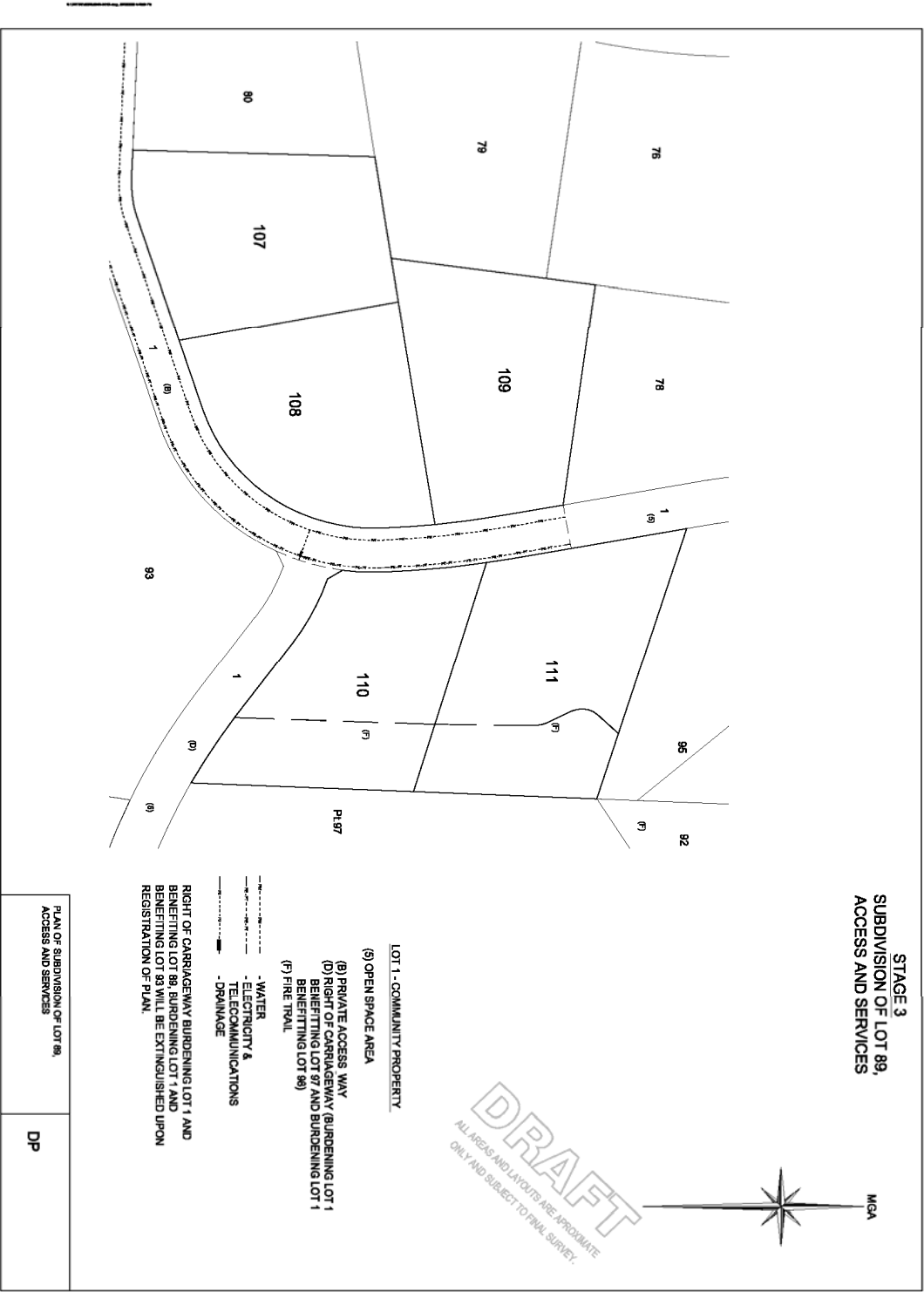
Prescribed Diagram – Final Stage



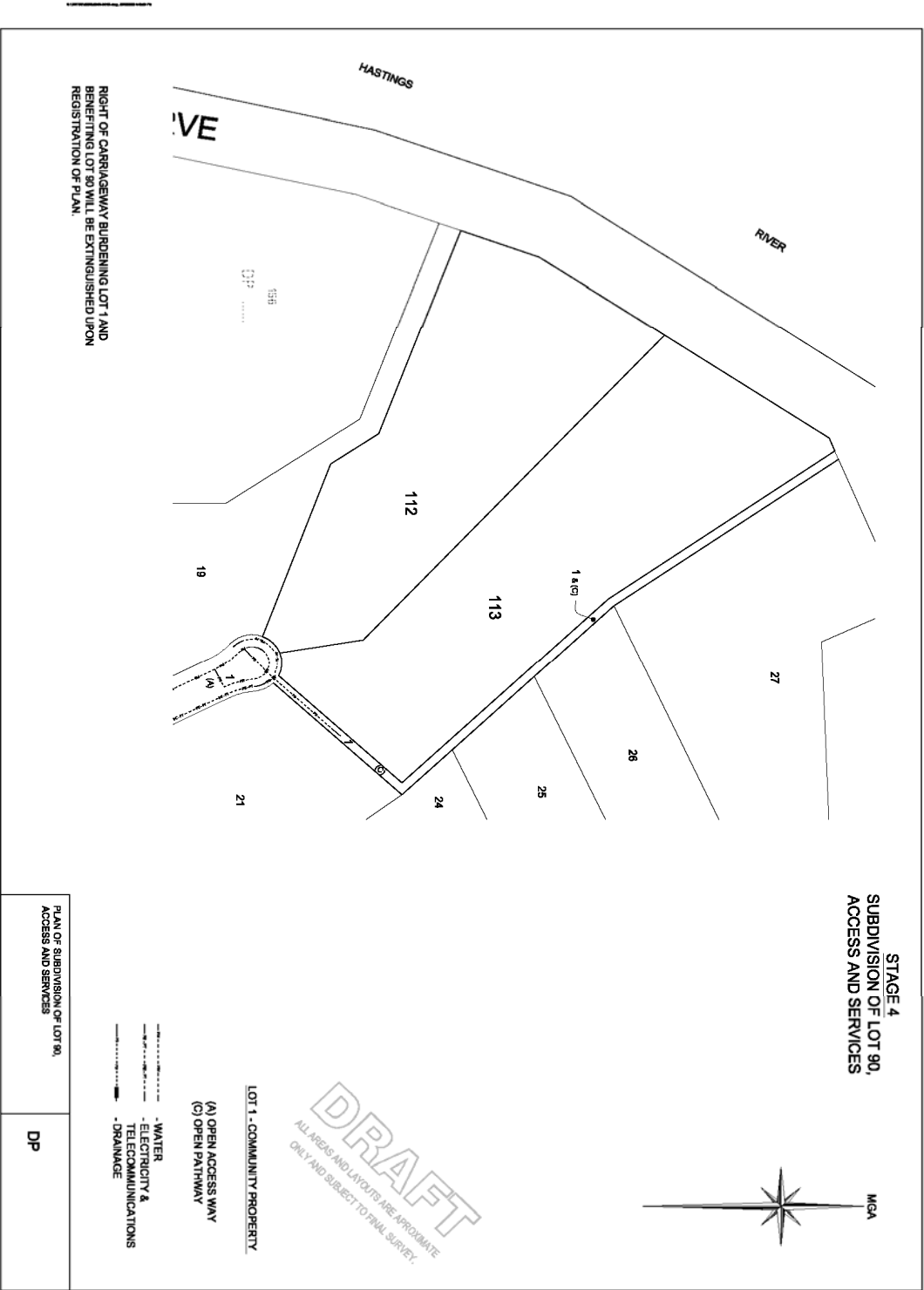
PART 5
Plan of Subdivision – Stage 2



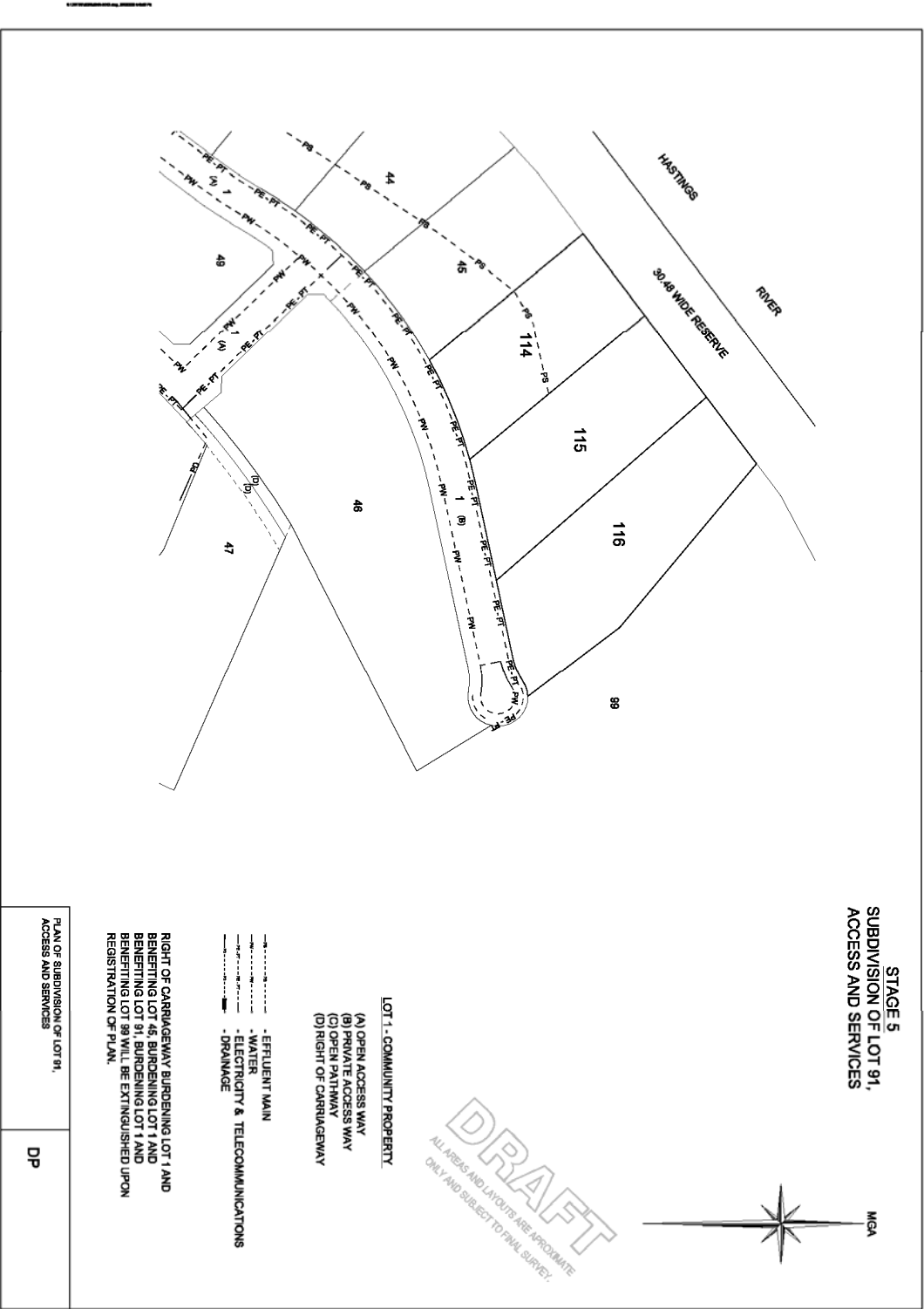
Plan of Subdivision – Stage 3



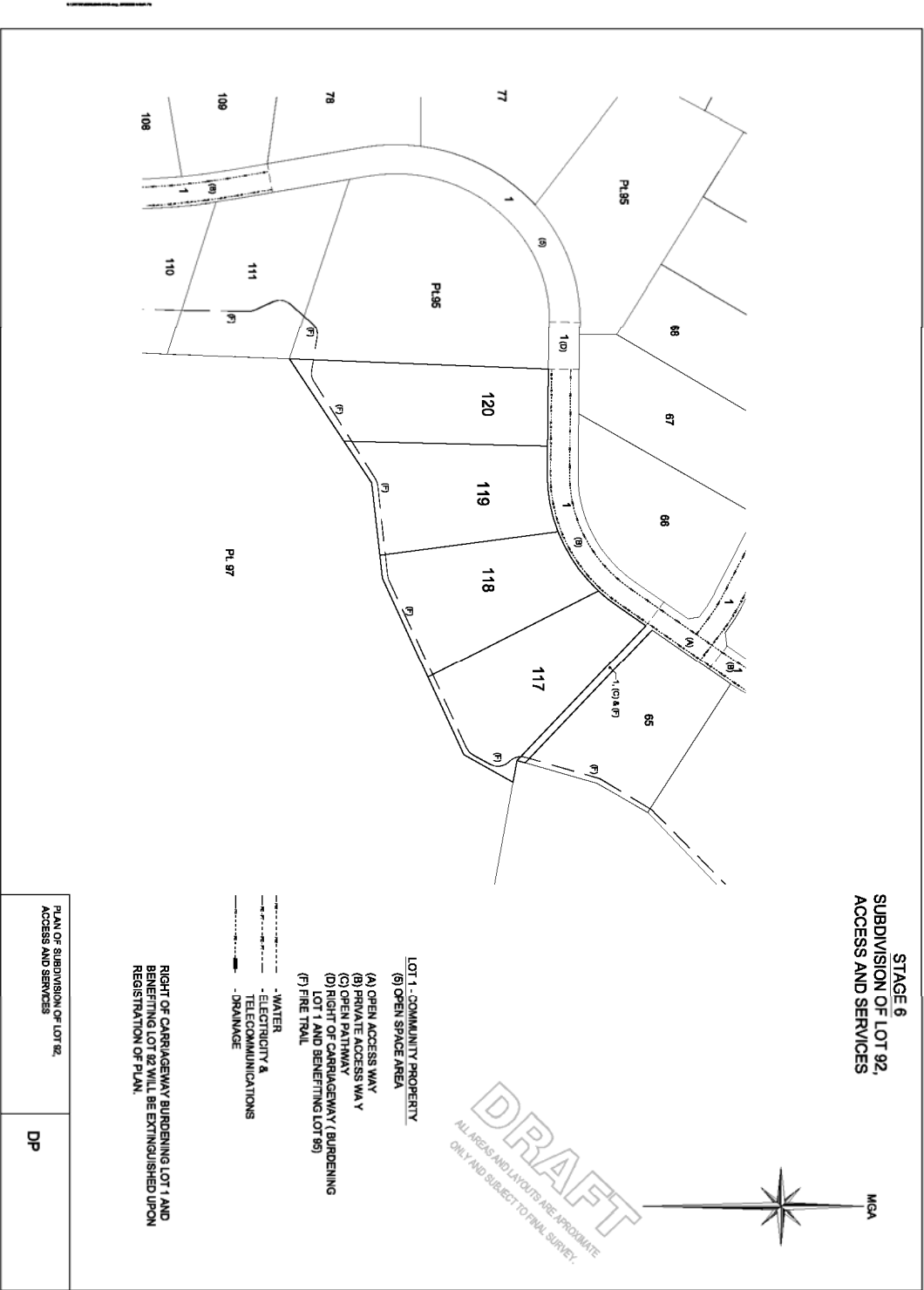
Plan of Subdivision – Stage 4



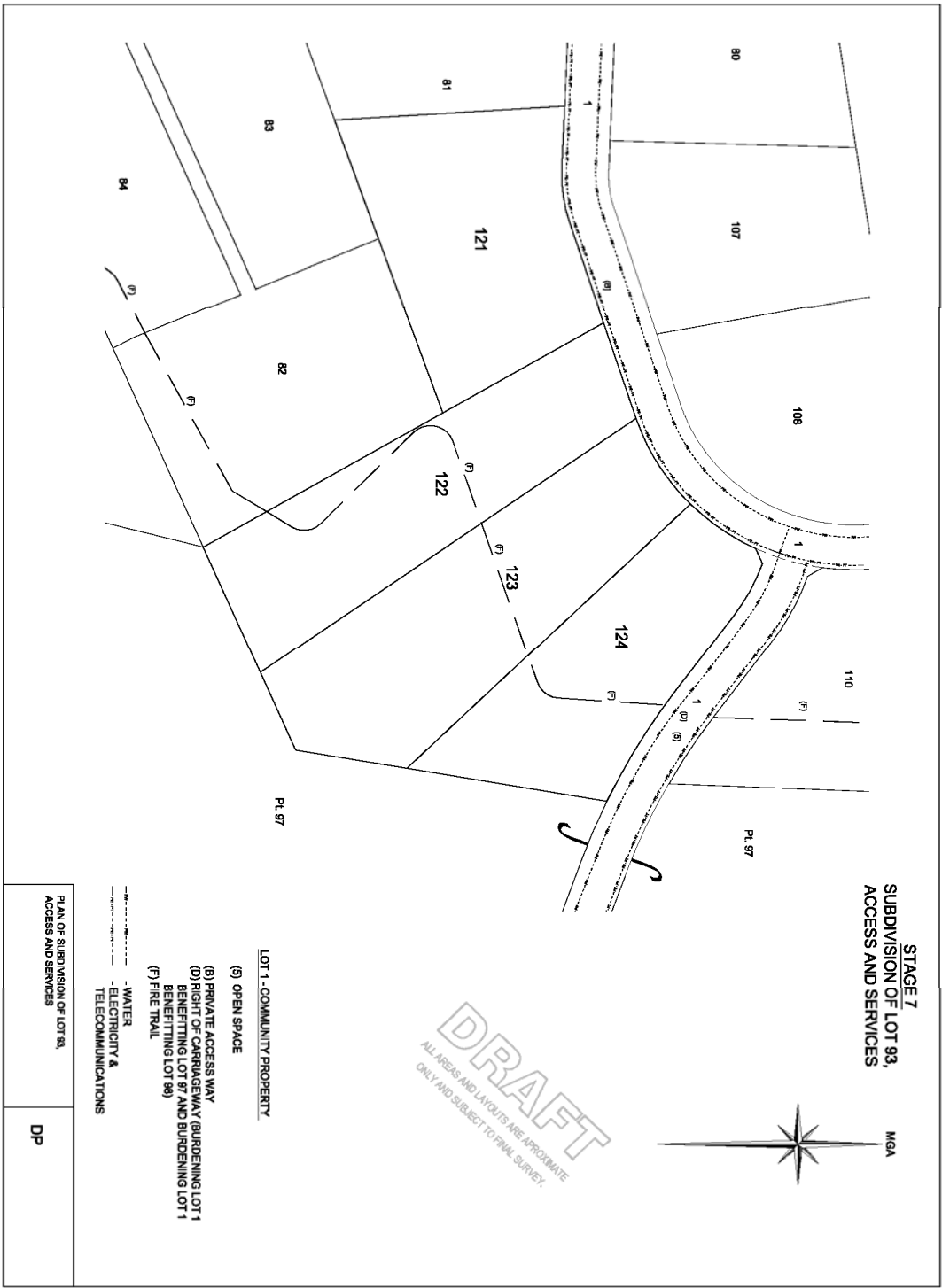
Plan of Subdivision – Stage 5



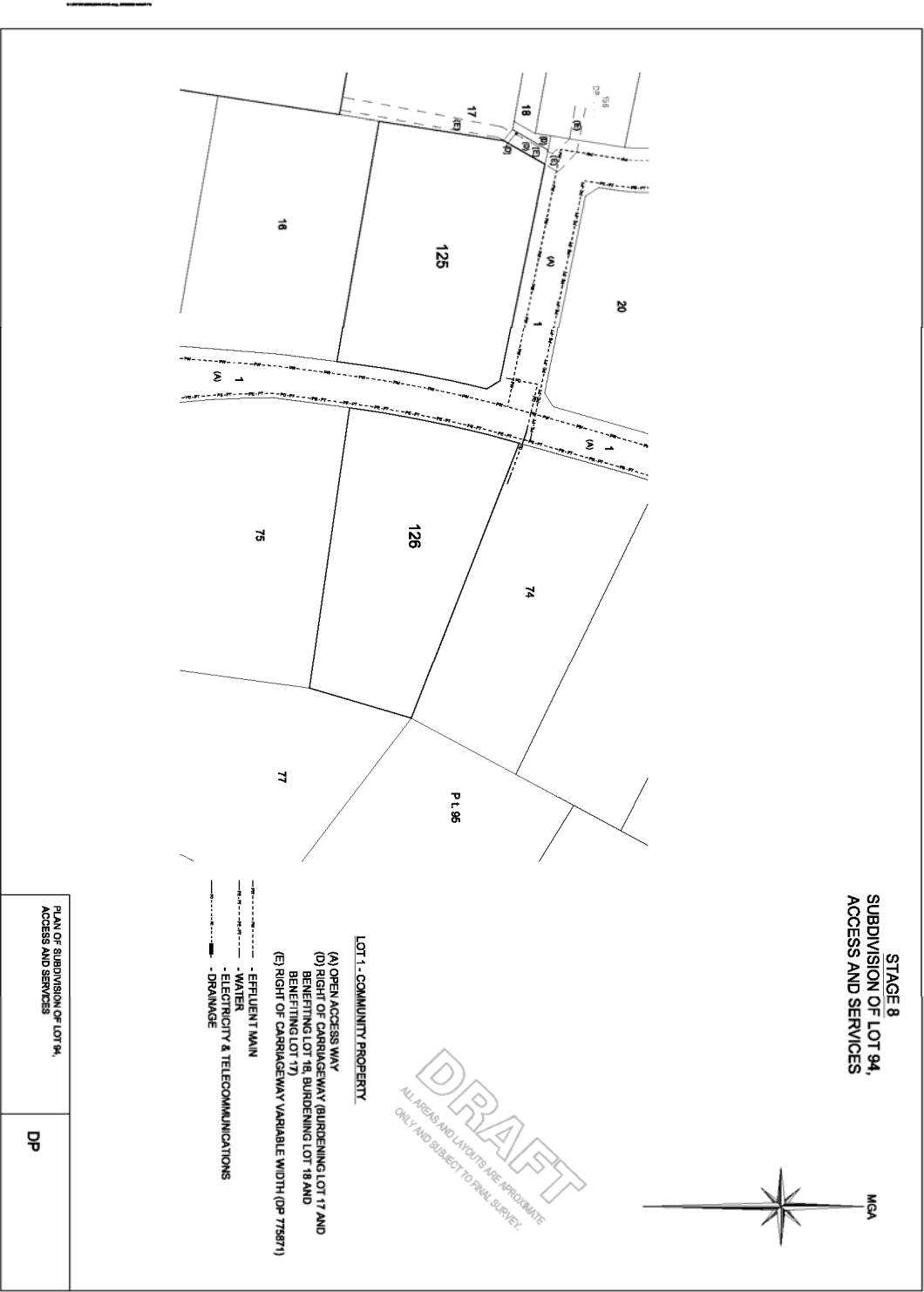
Plan of Subdivision – Stage 6



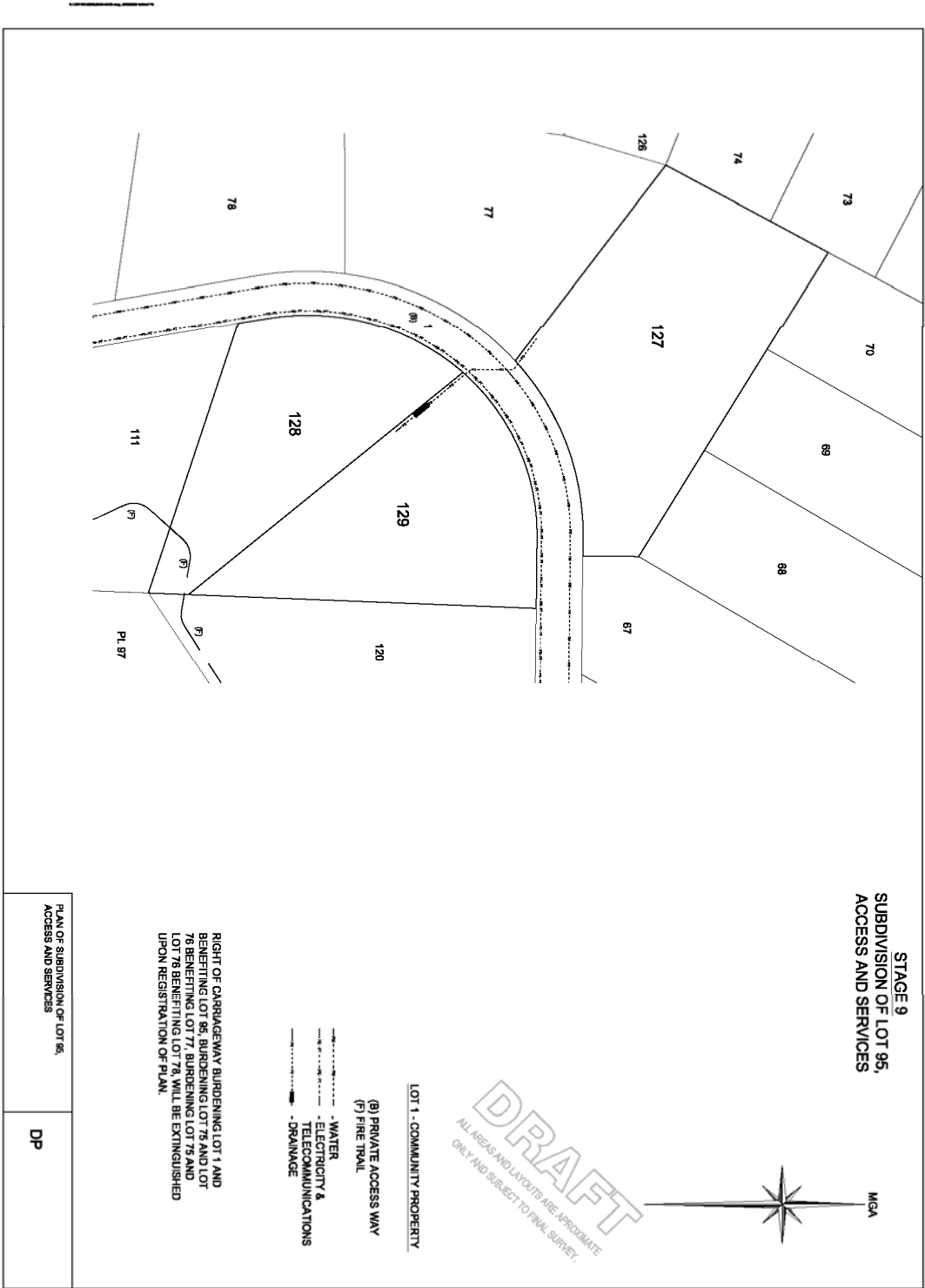
Plan of Subdivision – Stage 7



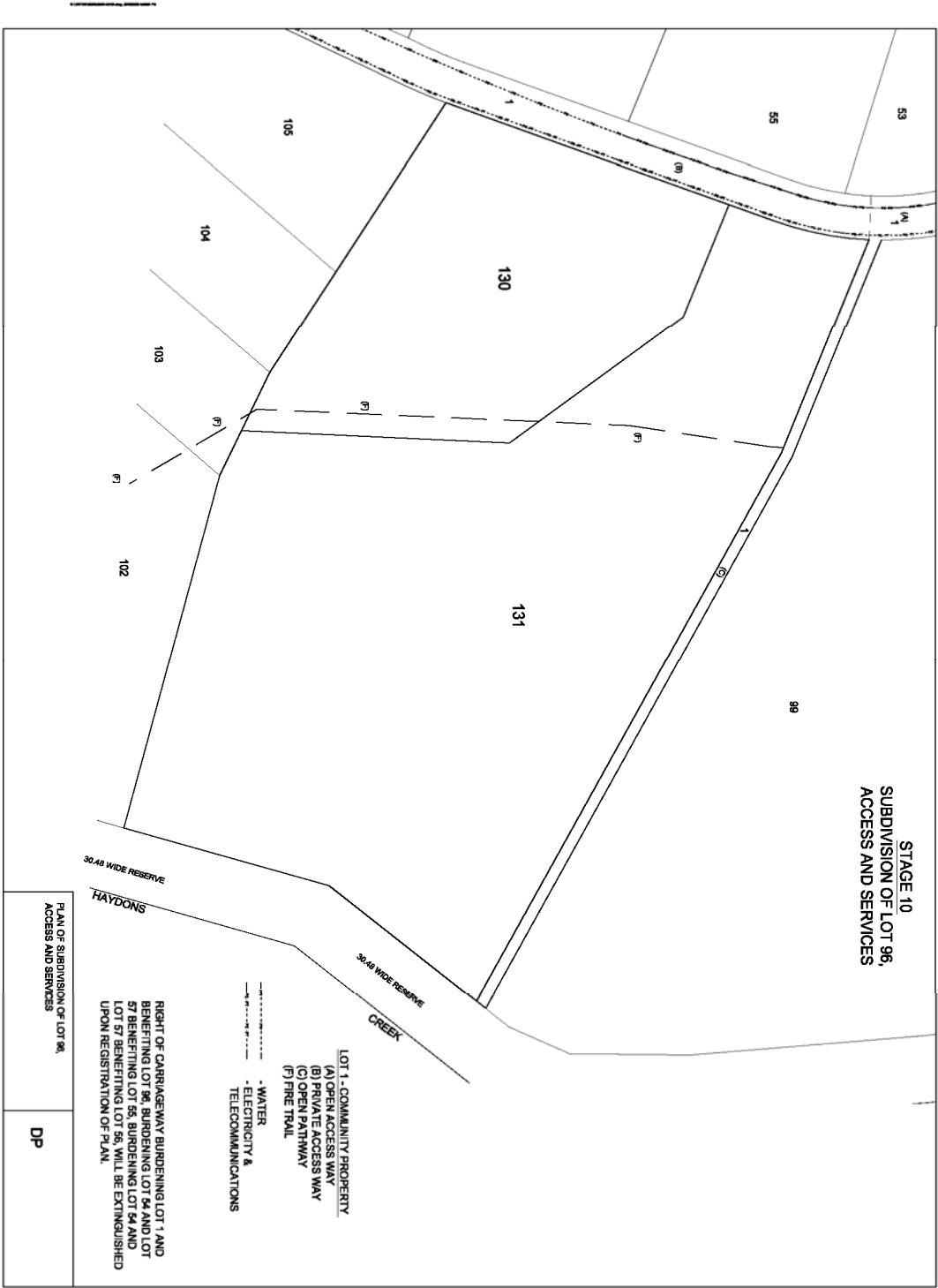
Plan of Subdivision – Stage 8



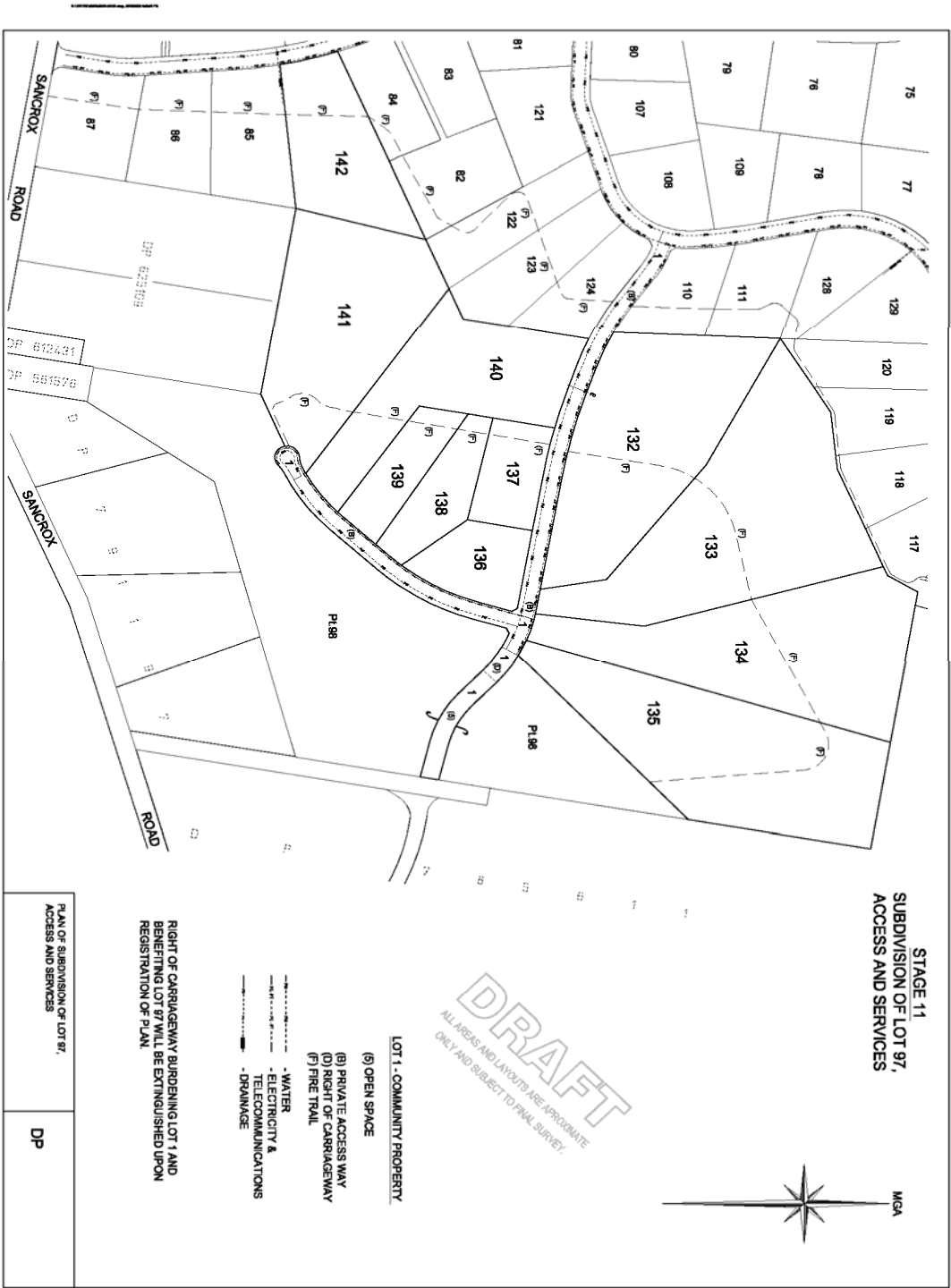
Plan of Subdivision – Stage 9



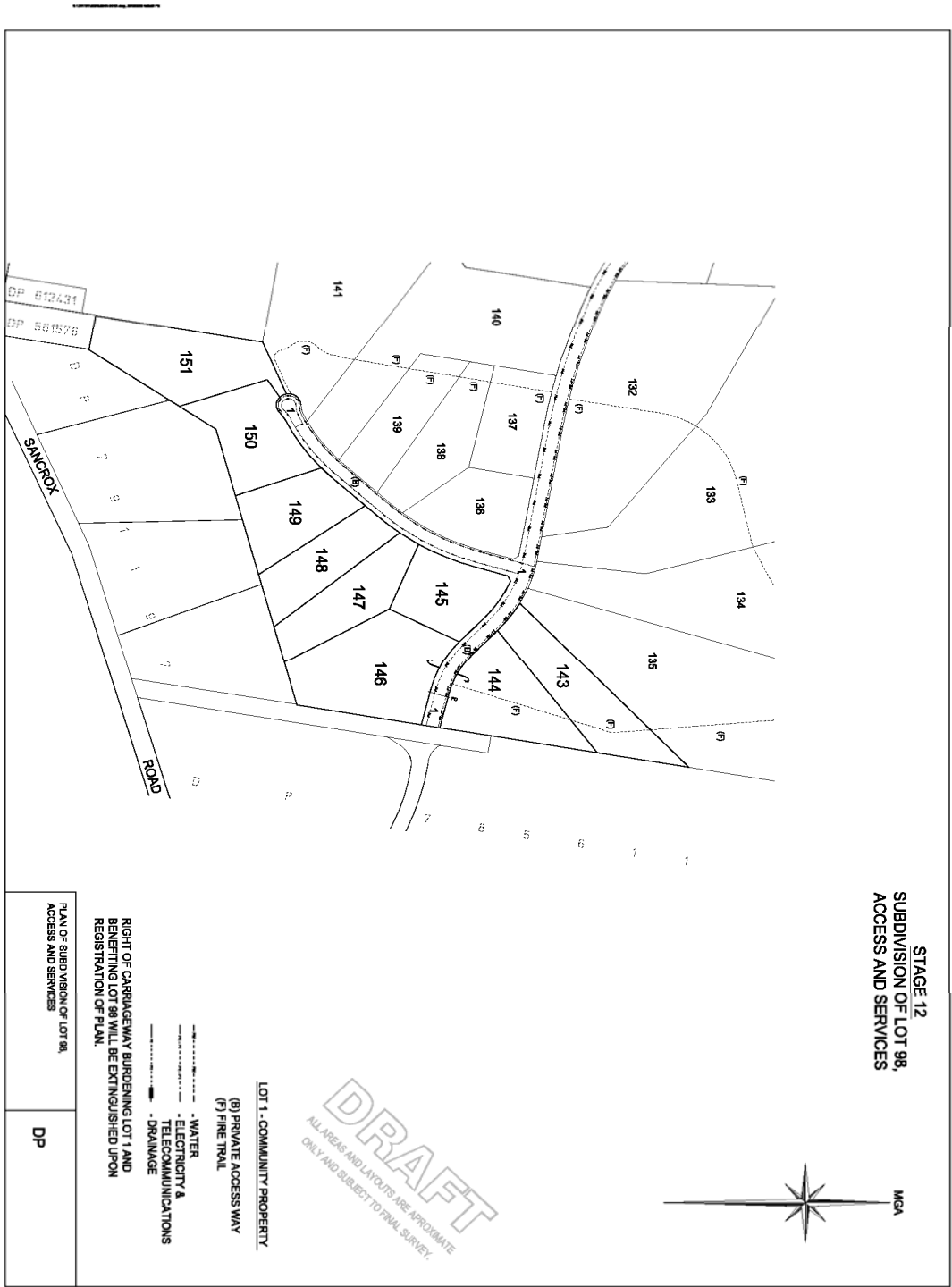
Plan of Subdivision – Stage 10



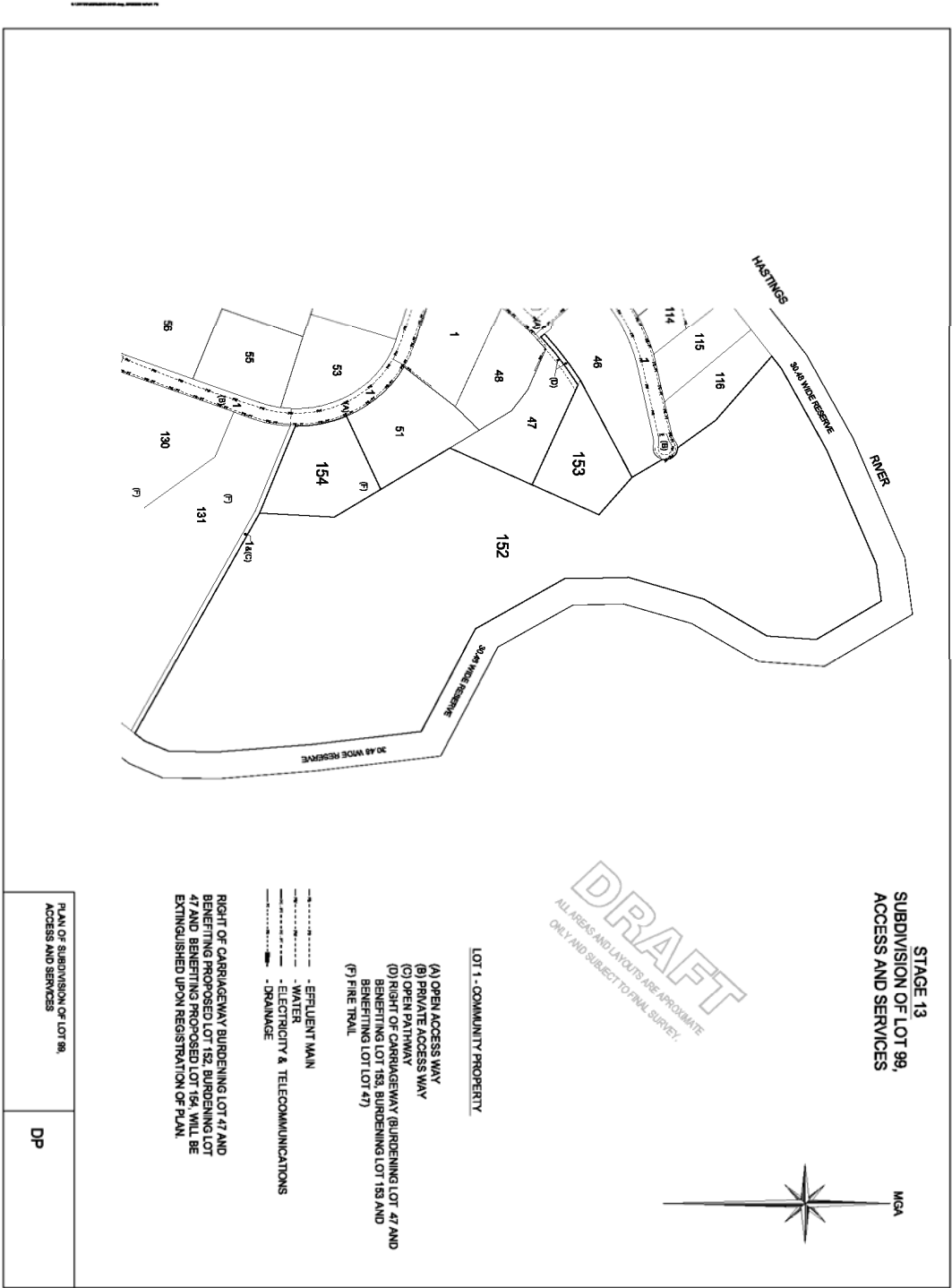
Plan of Subdivision – Stage 11



Plan of Subdivision – Stage 12



Plan of Subdivision – Stage 13



UNDERTAKING BY THE ORIGINAL PROPRIETOR

The Original Proprietors undertake:

- Not to cause unreasonable inconvenience to Proprietors of Lots in the Community Scheme.
- To repair without delay any damage caused to Community Scheme property or Common Property by Development activities.

Dated:

SIGNATURES, CONSENTS AND APPROVALS

Dated:

EXECUTED BY RIVERPARK)
SANCROX PTY LIMITED ACN)
***** as agent for and on behalf of)
the Original Proprietor pursuant to)
Section 127 of the Corporations Act

Position:

Name:

Position:

Name:

CERTIFICATE OF APPROVAL

Section 26(5) Development Act

It is certified that:

1. Consent has been granted to the Development proposed by the instruments, plans and drawings that comprise this Contract; and
2. The instruments, plans and drawings are not inconsistent with this Contract.

Dated:

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On behalf of Port Macquarie-Hastings Council

