

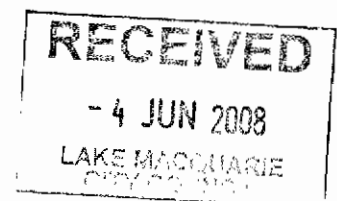
COUNCIL OF THE CITY OF LAKE MACQUARIE

and

NORTH LAKES PTY LIMITED

## Planning Agreement

Part Lot 3800 in DP 1109030  
Part Lot 700 in DP 1089538



# THIS DEED OF PLANNING AGREEMENT

MADE ON 3 June 2008

BETWEEN:

## Parties

COUNCIL OF THE CITY OF LAKE MACQUARIE of Administrative Centre, Main Road,  
Speers Point, New South Wales (**Council**)

and

NORTH LAKES PTY LIMITED ACN 081031861 having its registered office at

New South Wales (**Developer**).

## Background

- A. The Developer is the owner of the Land and has made application to the Council for a change in the environmental planning instrument known as LMLEP 2004, to carry out development on part of the Land.
- B. That application was accompanied by an offer by the Developer to enter into this Agreement to make a provision (which provision is set out later in this Deed) towards public facilities if that change in the LMLEP 2004 is made by Gazettal.

## Operative provisions

### 1 Definitions and interpretation

- 1.1 In this Agreement the following definitions apply unless the context otherwise indicates:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Conservation Corridor** means the area of Cocked Hat Creek defined in the Council's Section 94 Contribution Plan No 2-Northlakes-2004.

**Dealing**, in relation to the Land, means, without limitation, a sale, transfer, assignment, mortgage, charge, encumbrance or other dealing

(other than the registration of a plan of subdivision and a s 88B instrument approved by the Council) with the Land or any part thereof.

**Dedicate** means the vesting in Council for an estate in fee simple in possession, freed and discharged from all trusts, estates, interests, conditions, charges, restrictions and covenants affecting the lot(s) of land concerned, except for those easements and positive covenants disclosed in the Register of the Registrar General, at the date of this Agreement and permitted by this Agreement to remain on title.

**Development** has the same meaning as that word in the Act and relates to the Land.

**DLLEP 14** means the amendment proposed to be made by the Gazettal so that parts of the Land are zoned 2(1) Residential Zone and parts zoned 7(2) Conservation (Secondary) Zone under the provisions of LMLEP 2004 and as shown in annexure "B".

**Environmental Planning Instrument** has the same meaning as that given in the Act.

**Existing Zoning of the Land** is shown in annexure "A".

**Gazettal** means the publication in the NSW Government Gazette of the making by the Minister under the Act of the amendment to the LMLEP 2004 in substantially the same form as shown in annexure "B".

**GST** has the same meaning as in the GST Law.

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Land** means that part of lot 3800 DP1109030 and part lot 700 DP1089538 and being Provision Lots 1, 2, 3 and 4.

**LMLEP 2004** means the Lake Macquarie Local Environmental Plan 2004.

**Nominal Contribution** means \$1.00.

**Party** means a party to this agreement, including its successors and assigns.

**Provision Lot** means an allotment of land shown as Proposed Lot 1, 2 (in various parts), 3 and 4 (in 2 parts) on the plan annexed 'C' to this Agreement and referred to in the Table to clause 5.2.

**Registrable Form** means the document is properly executed and witnessed, bears an imprint from the Office of State Revenue to the effect that all necessary duties have been paid, and is otherwise capable of immediate registration by the Registrar-General on the title of the relevant piece or parcel of land.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Subdivision** (of land) has the same meaning as that given in the Act

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a

reference to a clause, part, schedule or attachment of or to this Agreement.

- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.
- (o) Any dimension given is approximate.

## 2 Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

## 3 Application of this Agreement

- 3.1 This Agreement applies to the Land.
- 3.2 The changes sought to be made to LMLEP 2004 are shown by a comparison of the existing zoning of the Land shown in annexure "A" and the proposed zoning of the Land shown in annexure "B" respectively.

## 4 Operation of this Agreement

4.1 This Agreement takes effect on the date it is made.

4.2 If

4.2.1 Gazettal does not occur within 3 years from the date hereof; or

4.2.2 the development application already made to the Council for the subdivision of the Land to create the Provision Lots for the purposes of clause 10 does not receive consent within 6 months of the date of its lodgement with the Council; or

4.2.3 a consent authority under the Act or any other legislation requires, in respect of that development application, flora and fauna studies to be undertaken by the Developer in addition to those already provided to the Council in respect of the Land; or

4.2.4 consent is granted to that development application on terms that the Developer considers unreasonable, such unreasonableness being notified to the Council within 14 days of receipt of that consent

then either Party may terminate this Agreement by giving notice in writing to the other.

4.3 After Gazettal, the Developer will not take steps or permit or suffer steps to be taken under any Environmental Planning Instrument to require the Council to acquire the whole or any part of the Land.

## 5 Provision to be made under this Agreement by the Developer

5.1. The nature and extent of the provision to be made by the Developer is:

5.1.1 the transfer by the Developer to the Council of Provision Lot 1 in accordance with the contract annexed "D" hereto; and

5.1.2 the progressive dedication by the Developer of the remaining Provision Lots 2 (in various parts), 3 and 4 (in 2 parts) as public reserves, without cost to the Council save and except that the Parties acknowledge that the Developer has obligations contained in existing development consents to dedicate land for conservation purposes comprising approximately 59,655.74m<sup>2</sup> to

the Council pursuant to section 94 of the Act in respect of the acquisition of the Conservation Corridor , and may also have obligations to dedicate other land for conservation purposes pursuant to any future consent for Development, and that all those obligations may be satisfied by effecting those dedications in Provision Lot 2 in various parcels and incorporated as lots in plans for subdivision of land within Precincts 2, 3 and 4 of the Northlakes Estate following the date of this Agreement.

- 5.2. The times by which the provision referred to in clause 5.1 is to be made are set out in the following Table.

<b>Provision Lot</b>	<b>Date by which each Provision Lot is to be, as to Lot 1 transferred to the Council, and as to the remaining Provision Lots, be dedicated without cost to the Council</b>
1	As per Completion Date in Annexure "D"
2 (in various parts)	After Gazettal but before 31 December 2022
3	Immediately following Gazettal
4 (in 2 parts)	After Gazettal but before 31 December 2022

- 5.3 The manner by which the provision is to be made is:

- 5.3.1 in respect of Provision Lot 1, by completion of the Contract for Sale annexed "D"; and
- 5.3.2 in respect of all other Provision Lots, by the Developer's obtaining registration of several plans of subdivision by the

Registrar-General whereby there will be eventually the dedication of the whole of each Provision Lot to the Council, without cost to the Council, as public reserve, is effected.

- 5.4 On registration of the Council as proprietor of each Provision Lot by the Registrar-General Sydney, the Developer promises that the Council will have on registration, a title in the Provision Lot freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over and in connection with the particular Provision Lot except for those easements and positive covenants disclosed in the Register of the Registrar General, at the date of this Agreement and those permitted by this Agreement to remain on title.

Where it is necessary for the Developer to dedicate the Provision Lot to the Council at no cost to the Council in parts, then the Developer similarly promises that each part of the Provision Lot will be so freed and discharged as aforesaid.

## 6 Application of s94 and s94A of the Act to the Development

- 6.1 This Agreement does not, wholly or partly, exclude the application of Sections 94 and 94A of the Act to Development of the Land sought by the Developer following the changes to the LMLEP 2004, except as provided in clause 6.2.
- 6.2 The application of section 94 is excluded in respect of:
- 6.2.1 the acquisition of any part of the Land for conservation purposes, and
  - 6.2.2 the payment of contributions for the purpose of the acquisition of any part of the Land for conservation purposes.
- 6.3 Subject to the qualification in clause 5.1.2, benefits under this Agreement are not to be taken into consideration in determining a development contribution under Section 94 of the Act in respect of Development of the Land.

## 7 Registration of this Agreement – s93H of the Act

The Parties shall do all things reasonably necessary to enable the Council, after Gazettal, to obtain registration of this Agreement under section 93H of the Act by the Registrar-General such that on registration of this Agreement, the Registrar General will have made an entry in the relevant Folios of the Register kept under the Real Property Act 1900 in relation to the Land. To that end the Developer will deliver to the Council as soon as possible after the date of this Agreement but before Gazettal, all documents to enable the Council to register this Agreement as aforesaid immediately following Gazettal (should that occur). If the documents of title to the Land are held by another person then the Developer shall deliver to the Council a deed poll executed by that person that contains covenants in favour of the Council to produce the title documents at Land and Property Information of the Department of Lands in Sydney when required by the Council and cause them to remain there until this Agreement is registered and that the person will not otherwise part with possession of the title deeds without the consent of the Council.

## 8 Review of this Agreement

The Parties agree that from time to time it may become necessary to review this Agreement, but any amendment to this Agreement shall only be effective if in writing and signed by all Parties and registered under Section 93H of the Act.

## 9 Dispute Resolution

If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of this agreement or as to any claim in tort, in equity or under any legislation, a party cannot commence any court proceedings relating to the dispute unless that party has complied with the following clauses except where that party seeks urgent interlocutory relief.

A party claiming that a dispute has arisen must serve a notice specifying the nature of the dispute.

On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or similar techniques agreed by them.

If the parties do not agree within 7 days of service of the notice, or any

further period agreed in writing by them, as to:

- the dispute resolution technique and procedures to be adopted;
- the timetable for all steps in those procedures; and
- the selection and compensation of the independent person required for that technique,

The parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

## 10 Enforcement

10.1 The Council shall notify the Developer in writing in the event that the changes to LMLEP 2004 referred to in clause 3.2 above and embodied in DLLEP 14 have received both the approval by Council in its capacity as delegate of the Director-General of the Department of Planning under section 69 of the Act and the approval of Parliamentary Counsel, and are able to be submitted to the LEP Review Panel for approval with a view to recommending that the Minister make the Gazettal. Immediately after receipt of that advice from the Council, the Developer shall lodge with Land and Property Information of the Department of Lands, a plan of Subdivision, for registration as a deposited plan, to create the Provision Lot 2 (to the extent it has not been acquired by the Council pursuant to section 94 of the Act) and Provision Lots 3 and 4 and it shall notify the Council upon creation of those Provision Lots, where upon Council shall submit DLLEP14 to the LEP Review Panel.

10.2 Immediately following Gazettal, the Developer will deliver to the Council:

10.2.1 a transfer in registrable form (apart from stamping by the Office of State Revenue) for a nominal consideration for each Provision Lot to be dedicated to the Council without cost to the Council pursuant to this Agreement, and

10.2.2 if any such Lot is mortgaged, a discharge of mortgage in registrable form, and

- 10.2.3 if any such Lot is otherwise subject to an estate, interest or charge (not being in favour of the Council), an appropriate instrument in registrable form that when registered by the Registrar-General will remove that estate, interest or charge.
- 10.2.4 the title documents relating to the Provision Lot to which the transfer refers, provided however that if the title documents are held by another person, then the Developer shall deliver to the Council a deed poll executed by that person that contains covenants in favour of the Council to produce the title documents at Land and Property Information of the Department of Lands in Sydney when required by the Council and cause them to remain there until the transfer is registered and that the person will not otherwise part with possession if the title deeds without the consent of the Council.
- 10.3.1 The documents in the previous clause 10.2 are to be held by the Council as security for the making of the provision by the Developer under clause 5. The Council shall, when directed by the Developer, produce the title, if in its possession, for any Provision Lot to the Department of Lands in Sydney to enable the Developer to either;
- 10.3.1.1 dedicate part of Provision Lot 2 by way of fulfilling section 94 obligations in existing or future development consents;
- 10.3.1.2 transfer the whole or part of a Provision Lot to the Council; or
- 10.3.1.3 create easements or covenants on the title to a Provision Lot for which the Developer has development consent.
- 10.3.2 If any document held by the Council under clause 10.2 will be rendered obsolete and incapable of registration by the Registrar-General by the Developer's actions under this Agreement, the Developer shall take all necessary steps to ensure that the Council's position in respect of securing compliance with this Agreement by the Developer by the holding of documents under clause 10.2 is maintained and that the Council has a document replacing the first-mentioned document, which is in registrable

form (except for being stamped by the Office of State Revenue) and effectual to secure for the benefit of the Council the performance of the Developer's obligations under this Agreement. Further, if the Council delivers a title document to the Developer in compliance with clause 10.3.1, the Developer shall ensure that the title produced or, if relevant, any new title issuing in respect of the Provision Lot or the remaining part thereof as has not been acquired by the Council, is returned or delivered as soon as possible to the Council after its noting or issue, as the case may be, together with any replacement instrument of Transfer and any other new document required by clause 10.2.

10.4 if:

10.4.1 Provision Lot 1 is not transferred, and/or

10.4.2 Provision Lot 2, 3 and/or 4 is not dedicated, by the Developer within the time designated in clause 5.2, then the Council may have the document(s) referred to in clause 10.2 appropriate to that Provision Lot, registered by the Registrar-General and become registered as proprietor of the Provision Lot. In such circumstances:

10.4.3 the Developer will arrange for all necessary documents to be produced to the Registrar General to enable the Council to be registered as proprietor of the Provision Lot; and

10.4.4 Council is to make the Provision Lot available for the purposes of public reserve within a reasonable time after becoming the owner of it.

10.5 The Developer will deliver to the Council, at the same time as the delivery of the documents to the Council referred to in clause 10.2 above, a banker's guarantee in an amount of \$50,000.00 which the Council may call upon, either partially or wholly, to satisfy;

10.5.1 outstanding rates and charges that may be owing in respect of any Provision Lot, up to and including the date of the dedication to it of that lot, or the transfer to it of that lot pursuant to this clause.

10.5.2 any other costs of and incidental to the Council becoming

registered as proprietor of the Provision Lot and protecting beforehand its estate and interest therein.

Should the Council use any of that security under this clause, the Developer shall, on being advised by the Council of the amount used, provide a further banker's guarantee so as to restore the security to \$50,000.00. The provision of the Guarantee is not intended to be a cap on the liability of the Developer under this Agreement.

- 10.6 The Developer will pay all rates and taxes owing in respect of each Provision Lot up to and including the date of registration by the Registrar-General of the Council as proprietor of that Provision Lot, after which the Council will be liable. Any payment made by the Developer in advance of the date of vesting will be apportioned and any refund due to the Developer will be paid by the Council for such payment in advance provided however there shall be no apportionment and refund for land tax paid by the Developer.
- 10.7 Should the Council obtain registration of any document referred to in clause 10.2 by the Registrar-General, the Developer promises that the Council will have on registration, a title in the particular Provision Lot freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over and in connection with the Provision Lot, except for those easements and positive covenants disclosed in the Register of the Registrar General, at the date of this Agreement and those permitted by this Agreement to remain on title. If a requisition is raised by the Registrar-General in relation to the registration of any document the Developer will immediately satisfy that requisition at no cost to Council.
- 10.8 The Developer grants to the Council upon Gazettal an equitable and proprietary interest in every Provision Lot sufficient to support a caveat (provided that the caveat will not prevent registration of a plan of subdivision that dedicates to Council a Provision Lot or part thereof or easement or covenant created pursuant to clause 11.1) that the Council may have registered by the Registrar-General to protect its estate or interest in each Provision Lot pending the vesting in it or transfer to it of that Provision Lot. The Developer also promises it will not take, or suffer to be taken, any steps to remove that caveat.
- 10.9 The Developer promises that it will pay all rates, taxes and charges owing on the Land before they become overdue for payment.

- 10.10 The Developer will not be a party to any dealing in the Land that will prejudice the ability of the Council to obtain registration of a document delivered to it under this clause 10.
- 10.11 No monies are payable to the Developer by the Council in respect of the transfer to it of a Provision Lot under clause 10 and the registration of any transfer and other document referred to in clause 10.2 shall be at the Developer's cost.
- 10.12 At any time after the dedication of Provision Lot 3, when more than half Provision Lot 2 and the transfer to the Council of Provision Lot 1 has occurred, the Developer shall be entitled to hand the Council a Bank Guarantee in the sum of \$20,000 and the Council shall release to the Developer the \$50,000 Bank Guarantee and thereafter the sum in clause 10.5 shall be deemed to read \$20,000.
- 10.13 Upon Council obtaining title to all the Provision Lots the Council shall return to the Developer any Bank Guarantee held by it at that time.
- 10.14 If required by the Developer, the Council shall consent as owner of any part of the Land, to the making of a development application in respect of that part. However such consent shall not affect the functions of the Council as consent authority under the Act or fetter the exercise of those functions in any way.

## 11 Easements

- 11.1 Should the Developer require easements or covenants to be created over or burden any Provision Lot for the purposes of the development of adjoining land and the Council in its capacity as a consent authority, or any court on appeal, has consented to the creation of an easement or covenant over a Provision Lot as a result of the development of adjoining land then the Council shall not object to the registration of the easement or covenant being registered on the title at the time of dedication or transfer as the case may be, of that Provision Lot.
- 11.2 If a right of way is required in regard to the creation of a Provision Lot (in order to provide access to the Provision Lot because of the need to prevent the creation of a Provision Lot that is land-locked) then the Council will raise no objection to that creation provided the right of way is released or removed by the registered proprietor of the lot benefited on registration of a plan of subdivision that dedicates a road giving access to

that lot.

## 12 Notices

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

12.1.1 delivered or posted to that Party at its address set out below.

12.1.2 faxed to that Party at its fax number set out below.

### **Council**

Attention: Development Contributions Co-Ordinator

Address: Administrative Centre

126-138 Main Road, Speers Point 2284

Fax Number: 4958 7257

### **Developer**

Attention: Ross Howard

Address: McCloy Group Building

364 Pacific Highway, Belmont 2280

Fax Number: 4945 1510

- 12.2 If one Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

12.3.1 if it is delivered, when it is left at the relevant address.

12.3.2 if it is sent by post, 2 business days after it is posted.

12.3.3 if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the

correct fax number.

- 12.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

### 13 Approvals and consent

Except as otherwise set out in this Agreement and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

### 14 Assignment and Dealings

Until this Agreement is registered under 93H of the Act, the Developer shall not be a party to a Dealing.

### 15 Costs

Each party shall bear its own costs of and incidental to the preparation, execution and stamping of this Agreement. Council will bear the cost of registration of this Agreement. Otherwise an obligation to be performed by the Developer shall be performed at no cost to the Council.

### 16 Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

### 17 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

## 18 Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

## 19 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

## 20 No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## 21 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

## 22 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

## 23 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in

writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

## 24 GST

If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.

## 25 Counterparts

25.1 This document may consist of a number of counterparts.

25.2 The counterparts taken together constitute one deed.

## 26 Variations in Dimensions of Provisional Lot

In the event that a survey by a registered land surveyor is carried out on the Land following the issue of a development consent for the subdivision of the whole or any part of the Land (the survey), and the survey shows a discrepancy between the boundaries in the survey and those shown in annexure C, then the parties agree to the adjustment of the boundaries to accommodate the requirements of the development consent, provided there is no significant reduction in the area of Land shown in the Provisional Lots. Any documents held by the Council under clause 10 that in the opinion of the Council need to be amended or replaced as a result of any such adjustment shall be amended or replaced by the Developer at no cost to the Council in accordance with the requirements of the Council. In this clause "significant" shall mean reduction of more than 3% in area.

## 27 Compliance with development consent

No provision of this agreement relieves the Developer from compliance with the conditions of any development consent that has been granted or may be granted in respect of the Land. In particular, notwithstanding the Council's being registered as proprietor or holding transfers under clause 10 for any or all of the Provision Lot(s), the Developer will comply with the provisions of:

- a. condition 13 of Development Consent DA/830/1999/E, and

b. condition 12 of Development Consent DA/1632/2002/A, and

c. condition 12 of Development Consent D/2001/0239,

or if later modified under section 96 of the Act, the consent as so modified, including the obligations imposed on the Developer by the condition of that Development Consent that in respect of DA/830/1999/E is re-stated in Schedule One hereto, and the condition in respect of DA/1632/2002/A that is re-stated in Schedule Two hereto, and the condition in respect of D/2001/0239 that is re-stated in Schedule Three hereto.

## 28 Obligations by Developer

Obligations to be performed by the Developer under this Agreement shall be performed at no cost to the Council.

### Execution

Executed as a Deed:

The Common Seal of COUNCIL OF }  
THE CITY OF LAKE MACQUARIE }  
was affixed pursuant to a resolution }  
made on 10 December 2007 }

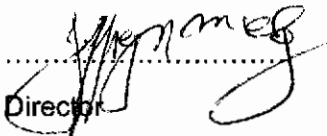


Gregory Michael Piper  
Mayor



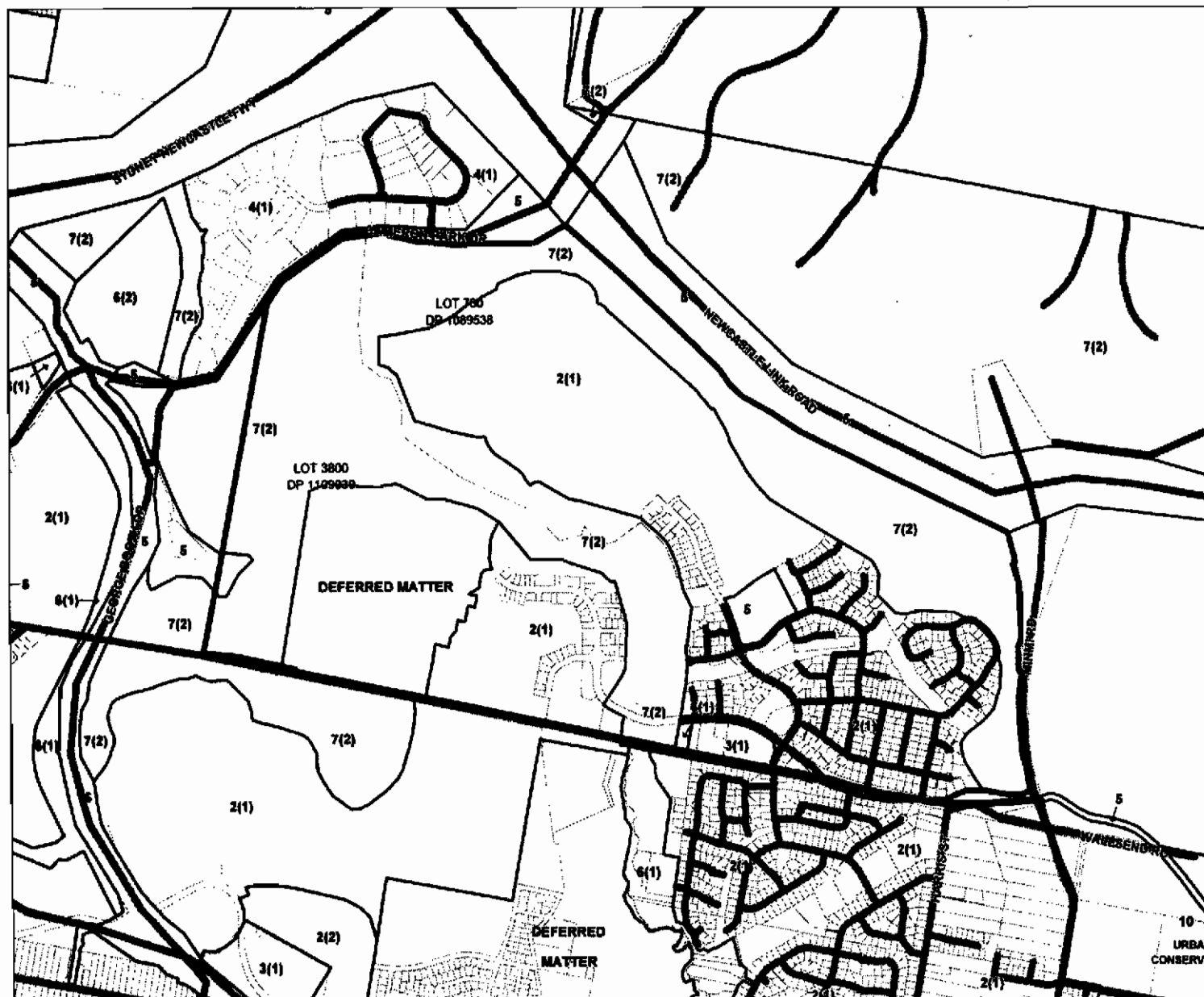
Brian Bell  
General Manager

The Common Seal of NORTH LAKES }  
PTY LIMITED was affixed pursuant to }  
a resolution of its Board of Directors }  
in the presence of }

  
Director  
Director/Secretary

# Annexure A

as at  
29 October 2007



— Northlakes Estate boundary

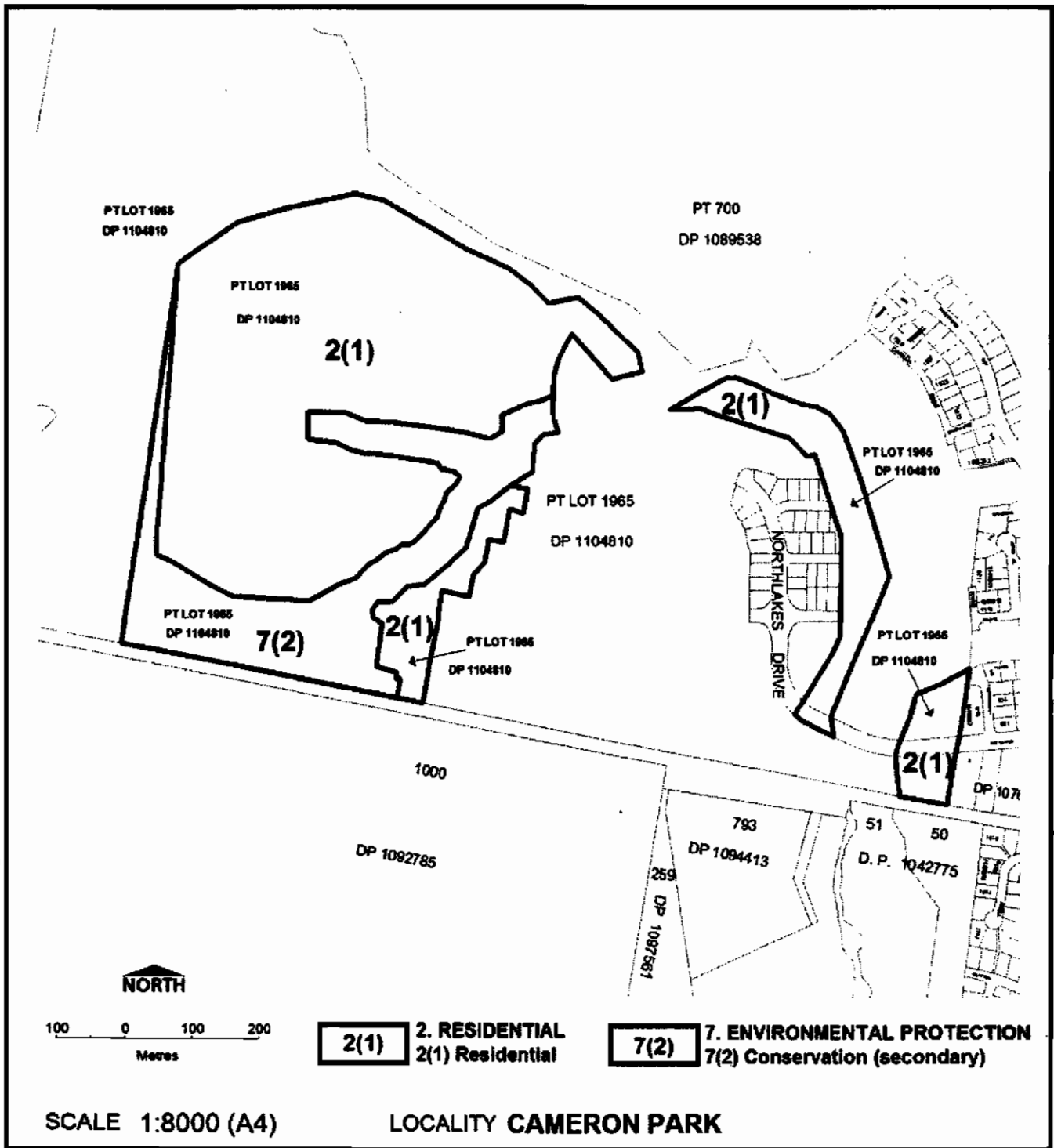
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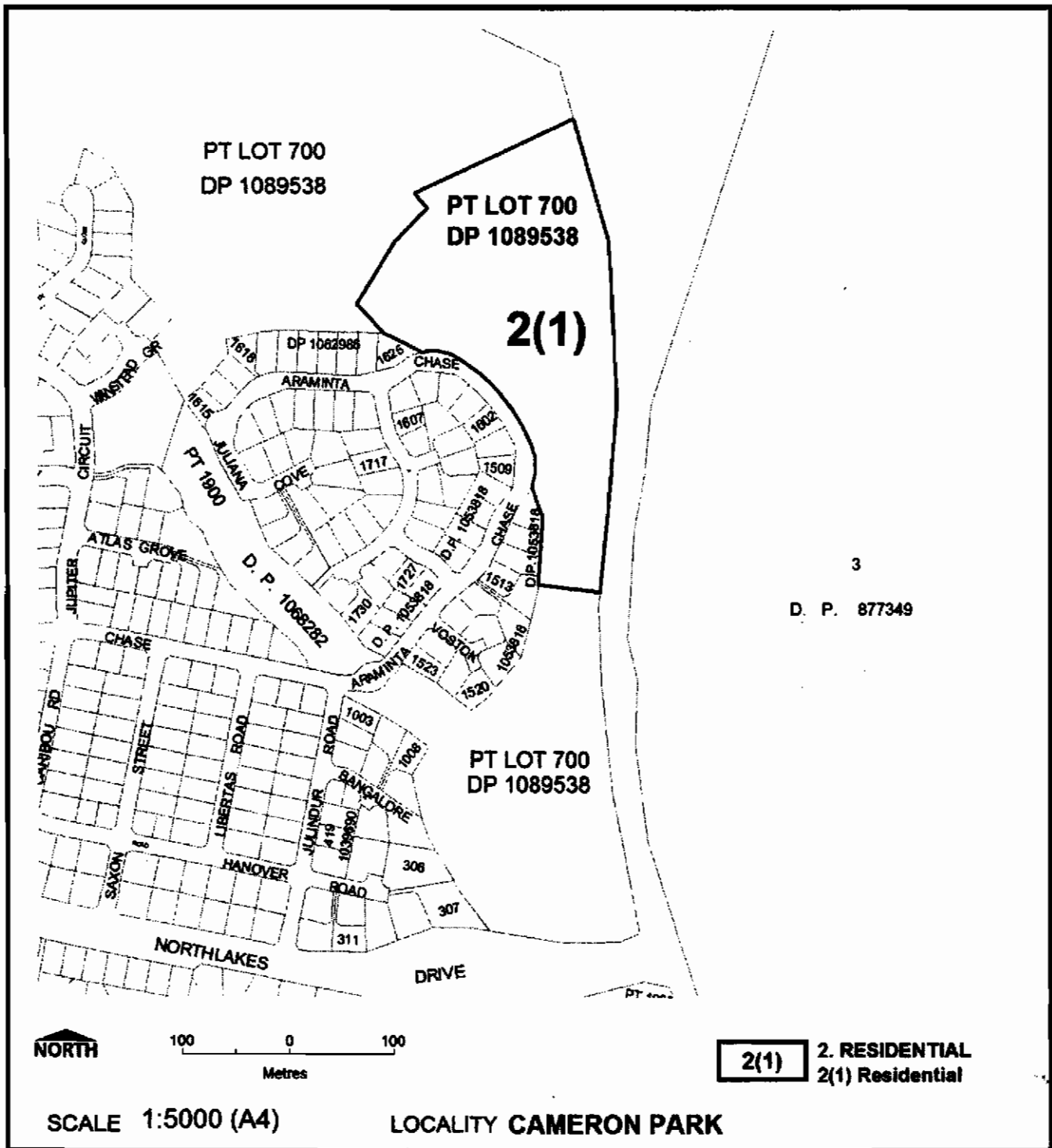


# Annexure B




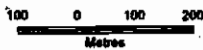
Produced by Integrated Planning  
Project 2008/1057

# Annexure B



# Annexure C



Plan modified by Integrated Planning Project: 2007/810		CONSULTANT		COMPANY		PROJECT <b>NORTHLAKES ESTATE</b>	
						DRAWING TITLE	
						<b>SUBDIVISION PLAN</b>	
						<b>COCKED HAT CREEK REZONING</b>	
						SCALE	
REVISION DETAILS		DATE		DRAWN		DATE	
						1:8000 (A3)	
						CADD FILE NO. SUB PLAN NO.	
						DRAWING NO. 802-92-3	

# Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	
Co-agent	
Vendor	<b>NORTH LAKES PTY LIMITED (ACN 081 031 861)</b> <b>364 PACIFIC HIGHWAY BELMONT</b>
Vendor's Solicitor	<b>PAUL HINES SOLICITOR</b> Phone <b>4945 7529</b> <b>364 Pacific Highway, Belmont</b> Fax <b>4945 1510</b> <b>12606, CHARLESTOWN</b> Ref <b>PH:FM</b>
Completion date	See special conditions (day after the contract date (clause 15))
Land	<b>Part Lot 3800 in DP1109029 and Part Lot 700 in DP4089538 being proposed Lot 1</b>
(Address, plan details and title reference)	<b>in subdivision of Lot 3800 DP 1109029 and Lot 700 DP 4089538</b> <b>FOLIO IDENTIFIER: Part 3800/1109029 and 700/4089538</b>

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies  
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☒ none  
☐ other:  
☒ Documents in the List of Documents as marked or as numbered: 1, 2, 3, 4, 6, 10  
☐ Other documents:

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

Inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
Exclusions				
Purchaser	<b>The Council of the City of Lake Macquarie</b> <b>126-138 Main Road Speers Point</b>			
Purchaser's solicitor	<b>Peter Rees</b> <b>Lawyer</b>			
Price	<b>\$ 929,182.00</b>			
Deposit	<b>\$ 92,918.20</b>	(10% of the price, unless otherwise stated)		
Balance	<b>\$ 936,263.80</b>			
Contract date	(if not stated, the date this contract was made)			

Vendor

Witness

**GST AMOUNT (optional)**  
The price includes  
GST of:

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness  
**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)

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**

# Contract for the sale of land - 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

Co-agent

Vendor

Vendor's solicitor

Completion date 42nd day after the contract date (clause 15)

Land

(Address, plan details and title reference)

Improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies  
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none  
☐ other:  
Attached copies ☐ Documents in the List of Documents as marked or as 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 ☐ blinds ☐ curtains ☐ insect screens ☐ stove  
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ pool equipment  
☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna  
☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$  
Deposit \$ (10% of the price, unless otherwise stated)  
Balance \$  
Contract date (if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent  
Deposit can be used to pay vendor duty ☐ NO ☐ yes  
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)

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number**

### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the Conveyancing Act 1919 and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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 section 66W of the Act; or
  - (b) if the property is sold by public auction; or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in; or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

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)

In this contract, these terms (in any form) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

#### 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.

## 7 Claims by purchaser

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; 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.

### Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

## 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 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).

**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 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.
- 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 adjust 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 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.
- 14.6 *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 -
- 14.6.1 the amount is to be treated as if it were paid; and
  - 14.6.2 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).
- 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 Completion date**

The *parties* must complete by the completion date 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 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, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**● Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**● Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 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
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

**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 -

- 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - '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;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the property' includes any interest in common property for the scheme associated with the lot;
  - '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 sinking 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
    - 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; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

**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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

**Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

## 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.

**SPECIAL CONDITIONS**

These special conditions form part of the Contract for Sale of Land between Northlakes Pty Limited ACN 081 031 861 (Vendor) and the party described as the Purchaser.

1. **PRECONDITIONS TO COMPLETION**

- 1.1 Completion of this contract is subject to and conditional upon creation of proposed lot 1 of the plan of subdivision (which is annexed hereto and marked "A") in substantially the form of the annexure (the Subdivision).
- 1.2 The Vendor shall lodge a development application to create lot 1 within 3 weeks of the date of this contract.
- 1.3 In the event that the vendor fails to obtain approval from the Lake Macquarie City Council for the creation of lot 1 within 6 months from the date hereof or to obtain registration of lot 1 as a discrete lot with the LPI within nine (9) months of the date hereof either party may terminate this contract and the provisions of clause 19 shall apply.

2. **REGISTRATION OF PLAN OF SUBDIVISION**

- 2.1 The Vendor warrants that it shall take all reasonable action to procure registration of the Subdivision.
- 2.2 Notwithstanding anything herein contained all measurements and lot numbers on the Subdivision are provisional and subject to possible alteration prior to registration. The Vendor reserves the right to make such alterations to the Subdivision as are required either to obtain final approval and consent of any body or authority or to enable registration of the Subdivision by the Land Titles Office. The Purchaser shall make no objection, requisition or claim for compensation on account of any minor variation or discrepancy between the dimensions and position of the subject lot as shown on the Subdivision and as shown on a finally registered plan of subdivision provided that if any such alteration, variation or discrepancy be other than minor then the Purchaser may rescind this Contract, such right to be exercised within 14 days of the date upon which the Purchaser (or his Solicitor) receives notification of the registration of the Subdivision and in which regard time is of the essence. In the event that the Purchaser so rescinds this Contract the provisions of Clause 19 hereof shall apply. For the purposes of this special condition any variation or alteration as herein contemplated shall be other than minor if it has the effect of increasing or decreasing the area of the subject lot by more than 3%.
- 2.3 Should the Vendor require easements or covenants to be created over or burden the subject lot for the purposes of the development of the subject lot and the Council in its capacity as a consent authority, or any court on appeal, has consented to the creation of an easement or covenant over the subject lot as a result of the development of the Subdivision then the Purchaser shall not object to the registration of the easement or covenant being registered on the title at the time of transfer of the subject lot.

- 2.4 Whilst the Vendor shall do all things reasonable to obtain development consent for the Subdivision the parties agree that the Vendor can object to the requirement of a consent authority to carry out fauna and flora studies or an Environmental Impact Statement.

3. COMPLETION

- 3.1 Completion of this contract shall take place on or before fourteen (14) days from the receipting by the Purchasers solicitor of confirmation of the registration of the Subdivision sent by the Vendor's solicitor to the Purchaser's solicitor.

- 3.2 The Parties acknowledge that if a party fails to complete this contract within such time provided in 3.1, the other party shall be at liberty after the expiration of the time so allowed to serve a notice upon that party requiring that party to complete this contract within fourteen (14) days from the date of receipt of such notice and making time of the essence of this contract.

- 3.3 In the event that completion does not take place upon the date set out in 3.1, other than due to any act or omission on the part of the Vendor, then the Purchaser hereby acknowledges and agrees that the Purchaser shall pay to the Vendor interest on the unpaid balance of the purchase price at the rate of eight percentum (8%) per annum from and including the day allowed for completion pursuant to 3.1 to and including the day of completion, calculated on a daily basis.

- 3.4 Payment of interest pursuant to subclause 3.3 shall be an essential term of this contract.

4. CAVEATS

- 4.1 The Purchaser shall not lodge a caveat for notation on the Title of the property of which the subject lot forms part which would impede or prevent the registration of the Subdivision or any other subdivision plan.

5. GENERAL

- 5.1 Notwithstanding the provisions of clauses 5, 6, 7 of the printed form contract hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clause 8 hereof entitling the Vendor to rescind this contract.

- 5.2 If at any time prior to completion the Vendor dies or become mentally ill or being a company is wound up or goes into liquidation then either party may at any time thereafter rescind this contract by notice in writing served on the other party.

- 5.3 In the event of any conflict between these special conditions and the pre-printed contract for sale condition these special conditions shall prevail.

6. WARRANTIES & REPRESENTATIONS

- 6.1 The Purchaser represents and warrants that;

- (a) in entering this contract the purchaser

- (i) has not relied on any representations or warranties about its subject matter by the vendor or its agent(s) except those set out in this contract; and
  - (ii) has relied only on the purchaser's own enquiries or enquiries made on the purchaser's behalf, which relate to the property;
- (b) the purchaser was not introduced to the property by a real estate agent other than by the vendor's agent (if any) named on the first page of this contract.

7. GOODS AND SERVICES TAX (GST)

7.1 In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used to have the meanings as defined in the GST Act.

7.2 It is agreed that the consideration for the supply expressed in this agreement is exclusive of the vendor's liability for GST.

7.3 On completion:

- (a) the purchaser will pay to the vendor, in addition to the total purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor under this agreement;
- (b) the vendor shall deliver to the purchaser a tax invoice for the supply in a form which complies with the GST Act and the regulations.

1A'

CAMERON PARK ROAD

ROAD

MINMI ROAD


CONSULTANT

COMPANY

PROJECT  
NORTHLAKES ESTATE

DESIGNED:	DATE: 25-6-97
DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:
DATUM	

DRAWING TITLE  
**SUBDIVISION PLAN  
COCKED HAT CREEK REZONING**

SCALE 1:4000 (A1)	CAD FILE N° SUB PLAN OK 2	DRAWING N° 802-92-4	AMEND
----------------------	------------------------------	------------------------	-------

"B"

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: //8//  
Purchaser: //5//  
Property: //12// //13//, //14//  
Dated: 27 November 2007

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:  
(a) when did construction of the swimming pool commence?  
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

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

**Capacity**

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

**Requisitions and transfer**

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



# L.J. Kane & Co.

LPI On-Line

L.J.Kane & Co. Pty. Ltd. 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.  
Information provided through Tri-Search an approved LPINSW Information Broker

## LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3800/1109030

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2007	3:46 PM	1	31/5/2007

### LAND

LOT 3800 IN DEPOSITED PLAN 1109030  
AT CAMERON PARK  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF TERALBA COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1109030

25 OCT 2007

### FIRST SCHEDULE

NORTH LAKES PTY LIMITED

### SECOND SCHEDULE (44 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1035542 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1036819 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1039688 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1039688 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1047020 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 BK 2930 NO 357 EASEMENT FOR TRANSMISSION LINE 45.72 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
NOW VESTED IN SHORTLAND ELECTRICITY - SEE BK 4098 NO 299
- 8 DP1049903 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1049903 RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1049903 POSITIVE COVENANT 5 WIDE AND VARIABLE REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1049903 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1049903 POSITIVE COVENANT 6 METERS WIDE REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

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PAGE 2

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

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- 13 DP1053815 RIGHT OF CARRIAGEWAY 6 METERS WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1053815 POSITIVE COVENANT 6 METRE(S) WIDE & VARIABLE REFERRED TO AND NUMBERED (4) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1053815 POSITIVE COVENANT 30 METRE(S) WIDE & VARIABLE REFERRED TO AND NUMBERED (5) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1053815 POSITIVE COVENANT 6 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1061384 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1068282 POSITIVE COVENANT 6 METRE(S) WIDE REFERRED TO AND NUMBERED (2) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1068282 POSITIVE COVENANT 30 METRE(S) WIDE AND VARIABLE REFERRED TO AND NUMBERED (3) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1068282 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1068282 POSITIVE COVENANT 6 METRE(S) WIDE AND VARIABLE REFERRED TO AND NUMBERED (5) IN S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1068282 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE SEC. 88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1068282 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE SEC. 88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1084884 EASEMENT FOR ASSET PROTECTION ZONE 10.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1084884 EASEMENT FOR ASSET PROTECTION ZONE 10.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 26 DP1084884 RIGHT OF ACCESS 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 27 DP1084884 RIGHT OF ACCESS 11 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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FOLIO: 3800/1109030

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PAGE 3

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

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- 28 DP1096862 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 29 DP1096862 EASEMENT FOR ELECTRICITY SUBSTATION 5.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1096862 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31 DP1096862 POSITIVE COVENANT 30 METRE(S) WIDE AND VARIABLE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 32 DP1096862 POSITIVE COVENANT 10 METRE(S) AND VARIABLE REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33 DP1104807 POSITIVE COVENANT 4 METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 34 DP1104810 POSITIVE COVENANT 8 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 AD100869 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 36 DP1109029 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 37 DP1109029 POSITIVE COVENANT 80 METRE(S) WIDE AND 133.5 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 38 DP1109029 POSITIVE COVENANT 30 METRE(S) WIDE REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39 DP1109029 POSITIVE COVENANT 10 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 40 DP1109030 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 41 DP1109030 EASEMENT FOR ELECTRICITY SUBSTATION 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 42 DP1109030 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 43 DP1109030 POSITIVE COVENANT 30 METRE(S) WIDE & VARIABLE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 44 DP1109030 POSITIVE COVENANT 10 METRE(S) WIDE & VARIABLE REFERRED

END OF PAGE 3 - CONTINUED OVER



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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
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FOLIO: 3800/1109030  
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SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)  
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TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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

(Sheet 1 of 6 Sheets)

**DP1035542**

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

Full name and address  
 of the owner of the land:

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

Full name and address  
 of the mortgagee of the land:

National Australia Bank  
 Beaumont Street, Hamilton

**Part 1 (Creation)**

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

*[Signature]*

*[Signature]*

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

(Sheet 2 of 6 Sheets)

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

**Part 2 (Terms)**

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

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



**DP1035542**


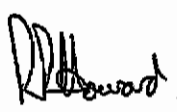
**Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 3 of 6 Sheets)

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

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

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



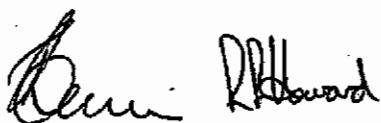
**DP1035542**


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

(Sheet 4 of 6 Sheets)

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

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



  
DP1035542

## DP1035542

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

(Sheet 5 of 6 Sheets)

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

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

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

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

Lake Macquarie City Council

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

The Proprietor for the time being of the benefited lot.

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

Energy Australia

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

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



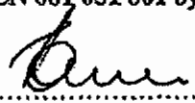



Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 6 of 6 Sheets)



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

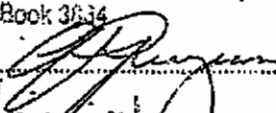

  
Director *SECRETARY*  
Print Name: *Paul HARRIS*

  
Director  
Print Name:

Executed by:

Executed by:

Mortgagee under Mortgage No. *5261958*  
Signed at Sydney this *7TH* day of  
*DECEMBER* 2001 for National  
Australia Bank Limited ABN 12 001 044 937  
by *Maria Mary FERGUSON* its duly appointed  
Attorney under Power of Attorney  
No. 549 Book 3034

  
Manager  
  
Witness Bank Officer  
255 George Street, Sydney NSW

DP1035542



# PLAN FORM 2

Surveyors Seal and Statement of Intention to dedicate public roads or to create public reserves, drainage easements, easements, restrictions on the use of land or positive covenants.

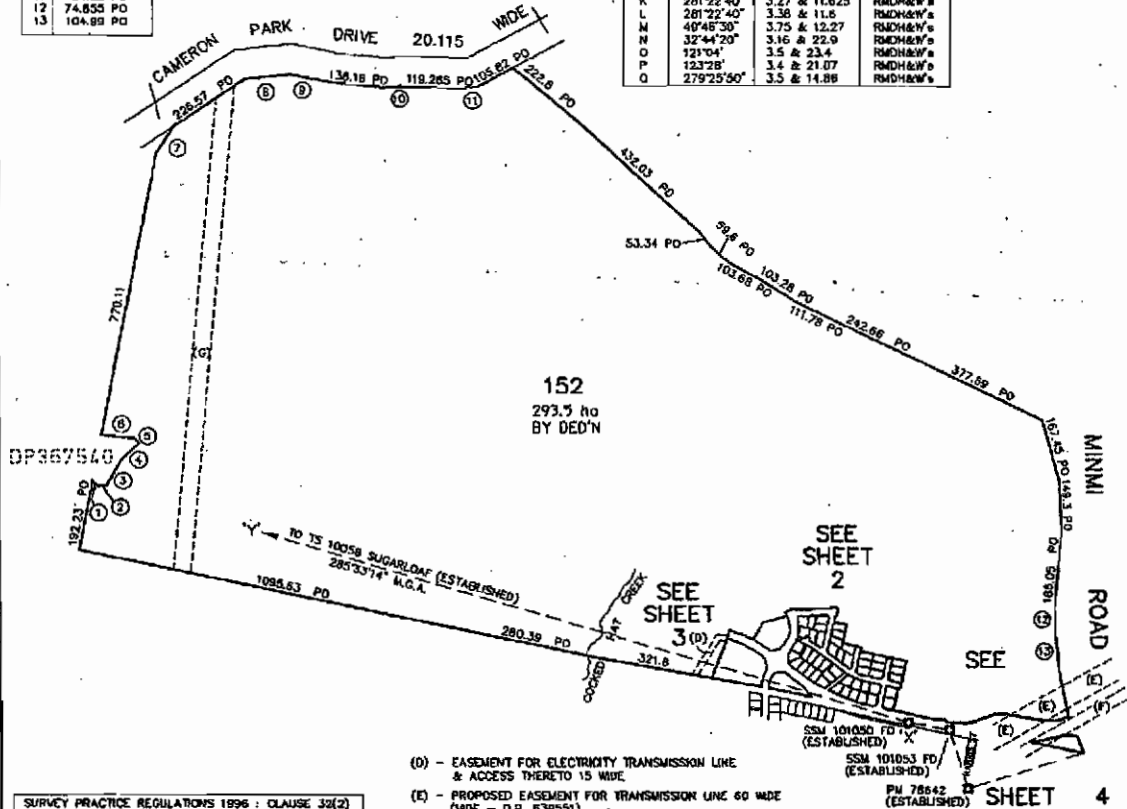


Mortgage under Mortgage No. 244792  
Signed & Stamped by the Registrar of Mortgages  
on 12/04/2007  
Kathleen Bush, Acting Registrar of Mortgages  
Mortgage under Power of Attorney  
No. 848 804 1554

Shane Andrew Royle  
205 George Street, Sydney, NSW  
Rosemary PERKINSON

Line	Distance
1	20.285 PO
2	22.86 PO
3	70.25 PO
4	64.01 PO
5	18.29 PO
6	85.725 PO
7	80.03 PO
8	121.15 PO
9	110.4 PO
10	74.72 PO
11	54.23 PO
12	74.855 PO
13	104.89 PO

MARK	BEARING	DISTANCE	COMMENTS
A	148°29'	3.74 & 14.91	RUDHAW'S
B	185°12'30"	2.995 & 14.08	RUDHAW'S
C	171°58'	5.335	SSM 122756
D	345°15'45"	3.8 & 12.3	RUDHAW'S
E	36°27'	3.4 & 9.6	RUDHAW'S
F	62°02'03"	12.075	SSM 130358
G	309°10'50"	3.24 & 13.15	RUDHAW'S
H	11°22'40"	3.25 & 11.585	RUDHAW'S
I	287°04'	13.4	SSM 130360
J	281°22'40"	3.28 & 11.68	RUDHAW'S
K	281°22'40"	3.27 & 11.625	RUDHAW'S
L	281°22'40"	3.38 & 11.8	RUDHAW'S
M	40°45'30"	3.75 & 12.27	RUDHAW'S
N	32°44'20"	3.16 & 22.9	RUDHAW'S
O	121°04'	3.5 & 23.4	RUDHAW'S
P	123°28'	3.4 & 21.07	RUDHAW'S
Q	279°25'50"	3.5 & 14.88	RUDHAW'S



MARK	EASTING	NORTHING	ZONE	CLASS
TS 10058	383 274.956	6 359 782.975	56	C
SSM 101050	370 761.958	6 357 879.054	56	C
SSM 101053	370 870.881	6 357 860.722	56	C
PM 78842	370 922.052	6 357 505.694	56	B

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM L.P.I.  
ON 16TH OCTOBER 2001.  
M.G.A. COMBINED SCALE FACTOR = 0.999798

- (D) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE
- (E) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (WIDE - D.P. 638551)
- (F) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE (SEE BK.2617 No.441) WIDE GAZETTE OF 3-5 1957 VOL.50 FOL.1377
- (G) - EASEMENT FOR TRANSMISSION LINE 45.72 WIDE WIDE (SEE BK.2930 No.357) WIDE GAZETTE OF 18-3 1995 VOL.30 FOL.1181

DP1035542

Registered 03/12/2001  
CA: SEE CERTIFICATE  
Title System: TORRENS (LIMITED)  
Purpose: SUBDIVISION  
Ref Map: U 5400-28,  
US457-78, 98  
List Plan: DP877349

PLAN OF SUBDIVISION OF LOT 4 DP 877349

Lengths are in metres. Reduction Ratio 1: 8000

LGA: LAKE MACQUARIE

Suburb/Locality: EDGEWORTH

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of my plan in 4 sheets (Details if applicable)

Survey Certificate  
Surveyors (Practice) Regulation 1999

SHANE ANDREW ROYLE  
of HARVEY SOMERS PTY. LTD.  
241 DENISON STREET, BRIDGEMANOW  
a company registered under the Corporations Act 1999  
I hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations 1999 and was completed on 7TH NOVEMBER 2001.  
The survey relates to Lot 101 to 151.

Shane Andrew Royle  
Director, Company  
Signature

Plans used in preparation of survey/completion.  
DP 877349 DP 848408  
DP 538253 DP 711354  
DP 646625 DP 530909  
DP 881455 DP 202567  
DP 1005831 DP 876216

- 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 1919-84 AS AMENDED IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
  2. RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE & VARIABLE
  3. EASEMENT FOR ELECTRICITY SUBSTATION VARIABLE WIDTH
  4. EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE
  5. RESTRICTION AS TO USER
  6. RESTRICTION AS TO USER

IT IS INTENDED TO DEDICATE NORTHLAKE DRIVE, SACKIN STREET, HAWKESBURY ROAD, CARBOU ROAD, TRYON PLACE, ARAMINTA CHASE & CONSTITUTION DRIVE TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE LOT 151 TO THE PUBLIC AS RESERVE

Reg: 17028P\_5129-5129 (06/12/2009)

DP1035542 2 / Rev: 07-Feb-2003 / Sys: SC OK / 28-01-2007 11:14 / Pgs: ALL / Seq: 1 of 4

SSM 122756, 130358, 130360, 130361, 130362, 130363, 130364, 130365, 130366, 130367, 130368, 130369, 130370, 130371, 130372, 130373, 130374, 130375, 130376, 130377, 130378, 130379, 130380, 130381, 130382, 130383, 130384, 130385, 130386, 130387, 130388, 130389, 130390, 130391, 130392, 130393, 130394, 130395, 130396, 130397, 130398, 130399, 130400, 130401, 130402, 130403, 130404, 130405, 130406, 130407, 130408, 130409, 130410, 130411, 130412, 130413, 130414, 130415, 130416, 130417, 130418, 130419, 130420, 130421, 130422, 130423, 130424, 130425, 130426, 130427, 130428, 130429, 130430, 130431, 130432, 130433, 130434, 130435, 130436, 130437, 130438, 130439, 130440, 130441, 130442, 130443, 130444, 130445, 130446, 130447, 130448, 130449, 130450, 130451, 130452, 130453, 130454, 130455, 130456, 130457, 130458, 130459, 130460, 130461, 130462, 130463, 130464, 130465, 130466, 130467, 130468, 130469, 130470, 130471, 130472, 130473, 130474, 130475, 130476, 130477, 130478, 130479, 130480, 130481, 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# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO SECTION

DP1035542

Registered 21-12-2001

This is sheet 2 of my plan in 4 sheets dated 28th NOVEMBER 2001

S. Goslin

Surveyor registered under Surveyors Act 1929

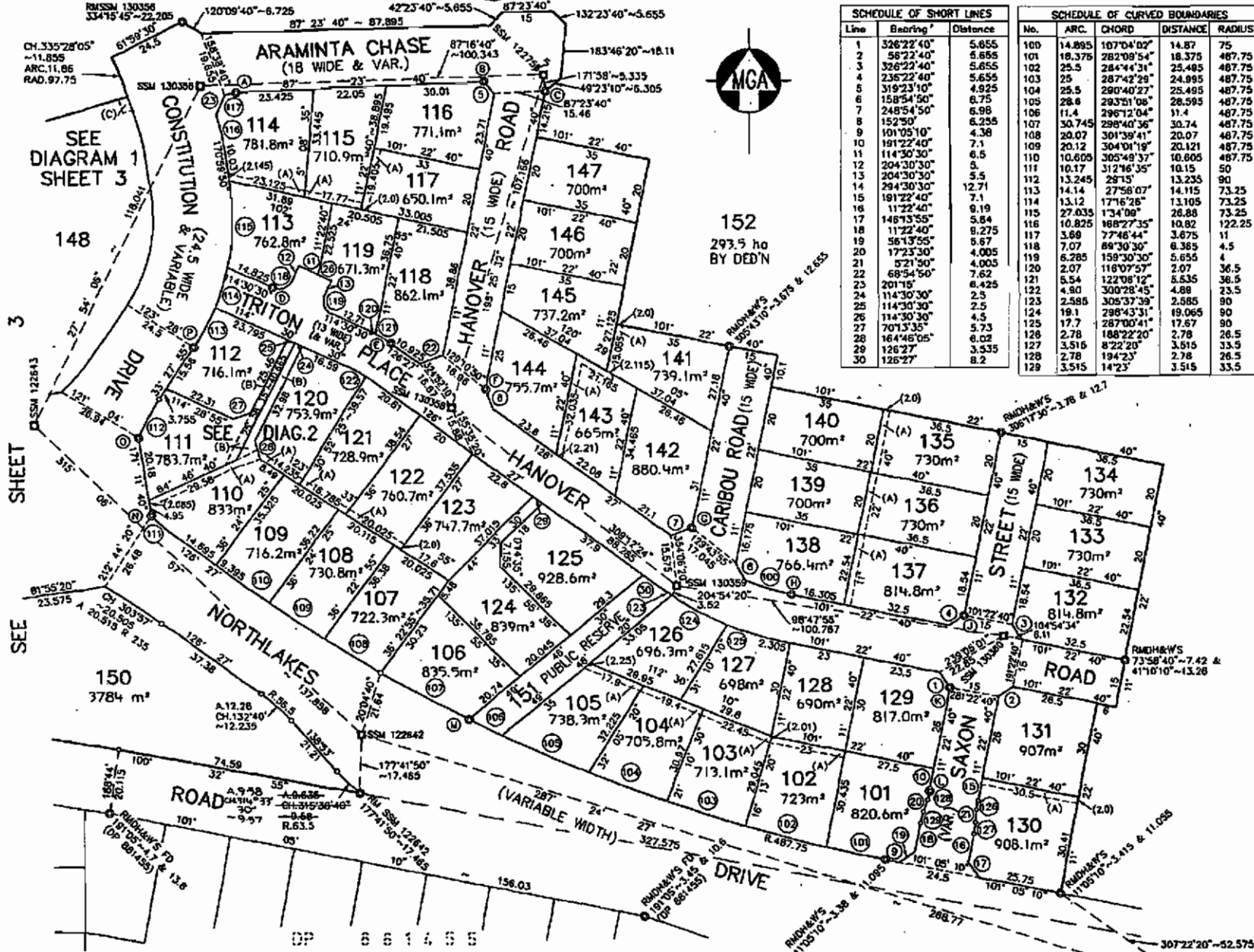
This is sheet 2 of the plan in 4 sheets covered by Subdivision Certificate No.

Authorised Person/Owner/Manager/Placed/Author

For use where space is insufficient in my plan on Plan Form 1

Line	Bearing	Distance
1	326°22'40"	5.655
2	58°22'40"	5.655
3	326°22'40"	5.655
4	236°22'40"	5.655
5	319°23'10"	4.925
6	158°54'50"	6.75
7	248°54'50"	6.98
8	152°50'	6.255
9	101°08'10"	4.38
10	191°22'40"	7.1
11	114°30'30"	6.5
12	204°30'30"	5.5
13	204°30'30"	5.5
14	191°22'40"	12.71
15	112°22'40"	7.1
16	112°22'40"	9.19
17	112°22'40"	3.64
18	112°22'40"	9.275
19	56°13'55"	5.67
20	172°33'00"	4.005
21	52°1'50"	4.005
22	68°54'50"	7.62
23	201°15'	6.425
24	114°30'30"	2.5
25	114°30'30"	2.5
26	114°30'30"	4.5
27	70°13'35"	5.73
28	164°46'05"	6.02
29	126°27'	3.535
30	126°27'	8.2

No.	ARC.	CHORD	DISTANCE	RADIUS
100	14.895	107°04'02"	14.87	75
101	18.376	282°08'54"	18.375	487.75
102	25.5	284°44'31"	25.485	487.75
103	25.5	287°42'28"	25.495	487.75
104	25.5	290°40'27"	25.495	487.75
105	28.6	293°51'06"	28.595	487.75
106	11.4	296°12'04"	11.4	487.75
107	30.745	298°40'36"	30.74	487.75
108	20.07	301°39'41"	20.07	487.75
109	25.12	304°01'19"	25.121	487.75
110	10.605	307°49'37"	10.605	487.75
111	10.17	312°46'35"	10.15	50
112	13.245	2915'	13.235	90
113	14.14	27°58'07"	14.115	73.25
114	13.12	17°16'26"	13.105	73.25
115	27.035	134°08'	26.88	73.25
116	10.825	188°27'35"	10.82	122.25
117	3.68	77°46'44"	3.675	11
118	7.07	88°30'30"	6.365	4.5
119	6.285	158°30'30"	5.635	4
120	2.07	118°07'53"	2.07	36.5
121	6.54	122°08'12"	5.535	36.5
122	4.80	300°28'45"	4.88	23.5
123	2.585	305°37'39"	2.585	90
124	19.1	298°43'31"	19.065	90
125	17.7	287°00'41"	17.67	90
126	2.78	188°22'20"	2.78	26.5
127	3.515	8°22'20"	3.515	33.5
128	2.78	194°23'	2.78	26.5
129	3.515	14°23'	3.515	33.5



- (A) - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
- (B) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE
- (C) - EASEMENT FOR ELECTRICITY SUBSTATION VARIABLE WIDTH

NOTE: FOR REFERENCE MARK TABLE SEE SHEET 1

Plan Drawing only to appear in this space

Reduction Ratio 1 : 800

SURVEYOR'S REFERENCE : 17029

Reg: RA12025 / Doc: DP 1035542 p / Rev: 07-Feb-2003 / Sta: SC OK / Prt: 23-Oct-2007 11:14 / Pgs: ALL / Seq: 2 of 4

PLAN AMENDED IN LPI AT SURVEYORS REQUEST VIDE 15/2002 IN 30/1/2002 SSM 122755 AMENDED IN LPI/NSW AT SURVEYORS REQUEST VIDE 15/2002 IN 30/1/2002

# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO DESTRUCTION

DP1035542

Registered 21-12-2001

This is sheet 3 of my plan in 4 sheets dated 28TH NOVEMBER 2001

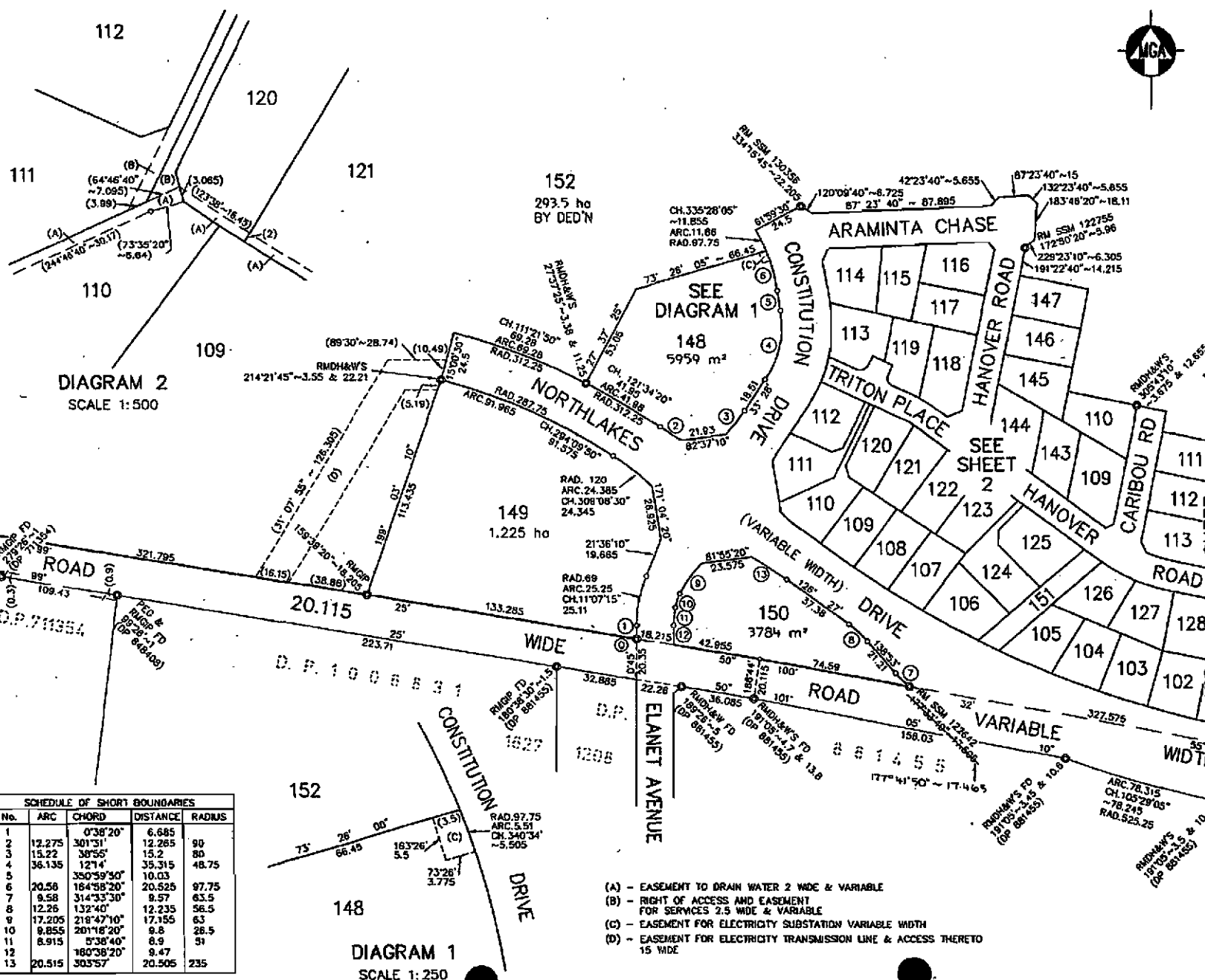
S. Boston

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan in 4 sheets covered by Subdivision Certificate No.

Authorised Person/Consent/Manager/Registered-Office

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



Reg:R412025 /Doc:DP 1035542 P /Rev:07-Feb-2003 /Sta:SC,OK /Prt:23-Oct-2007 11:14 /Pg:ALL /Seq:3 of 4  
Ref: /Sec:1

File:17020P\_STCS-5.DWG (05/12/2001)

Part Drawing only to appear in this space

Reduction Scale 1: 1250

SURVEYOR'S REFERENCE: 17029

PLAN AMENDED IN LPI AT SURVEYORS REQUEST VIDE 15/2002 & 30/2002

Registered  9-24-12-2001

This is sheet 4 of my plans is 4 sheets  
dated 28TH NOVEMBER 2001

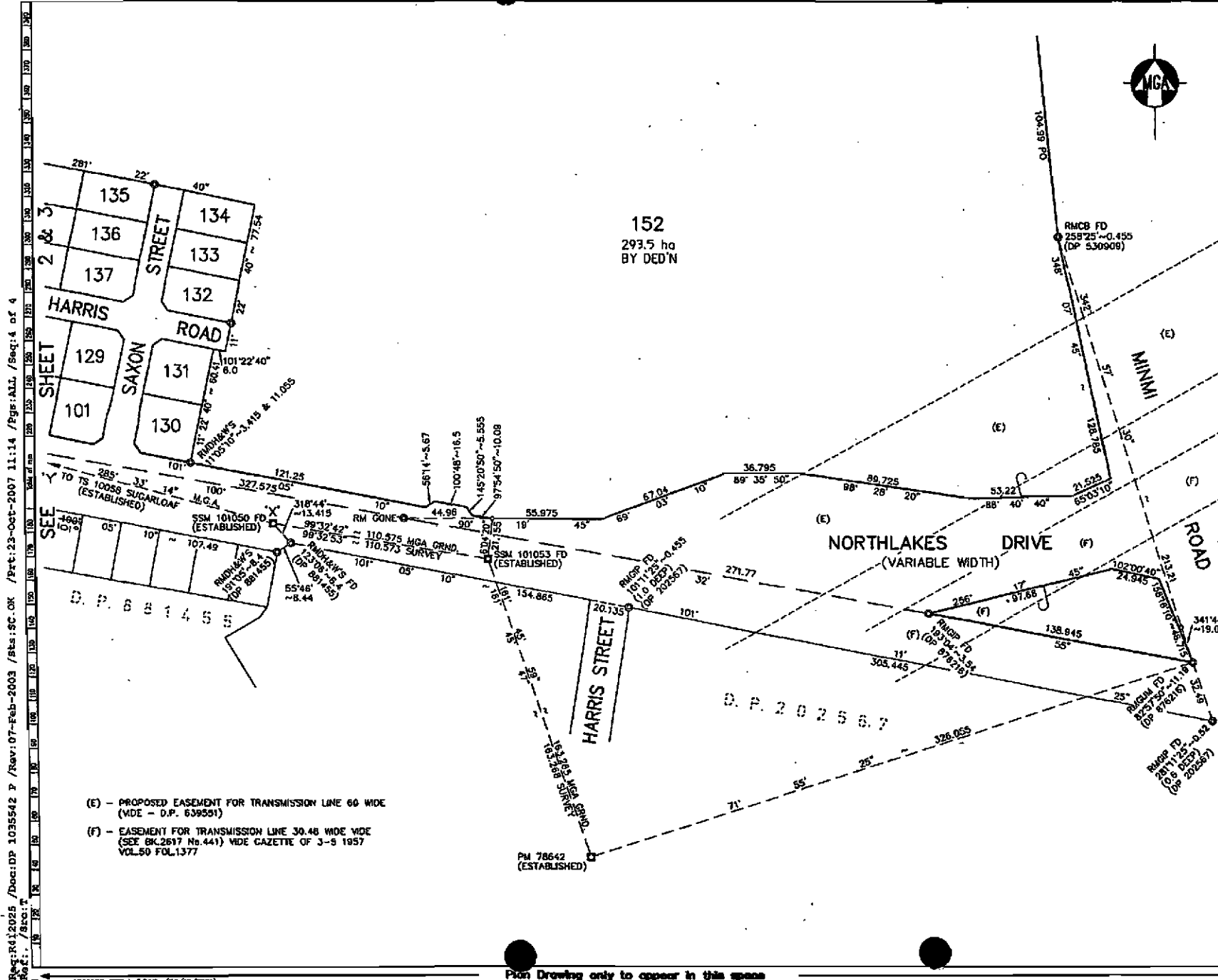
S. Barker.

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan is 4 sheets  
covered by Subdivision Certificate No. 10

Authorized Person/Control Number/Authorized Center

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



Dilution Ratio 1 : 1250

SLAMETUN'S REFERENCE : 17020

PLAN AMENDED IN LPI AT SURVEYORS REQUEST VIDE 15/2002 J 30/11/2002

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

(Sheet 1 of 3 Sheets)

**DP1036819**

Plan of Subdivision of Lot 152 D.P. 1035542 covered by  
Subdivision Certificate No. 101-239

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1 (Creation)**

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

**Part 2 (Terms)**

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

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

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

(Sheet 2 of 3 Sheets)

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

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

Lake Macquarie City Council

DP1036819

Handwritten signatures and initials, including a large signature that appears to be 'R. Howard' and another signature to the right.

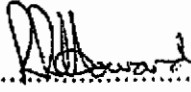
Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

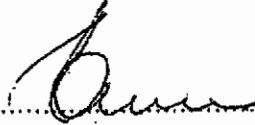
(Sheet 3 of 3 Sheets)

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

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

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

  
Director  
Print Name: Ross P Howard


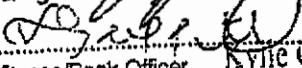
  
Director  
Print Name: Peter Vincent Hayes

Executed by:

Executed by:



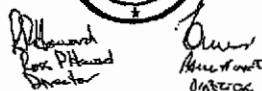
Mortgagee under Mortgage No. 52645E  
Signed at Sydney this 31<sup>ST</sup> day of  
JANUARY 2002 for National  
Australia Bank Limited ABN 12 004 044 937  
by Fiona Mary FERGUSON its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3334

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

DP1036819



1. 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 similar interests.



Signed at Sydney, N.S.W. 31<sup>st</sup> day of  
 JANUARY 1904 2632 for National  
 Australia Land, Limited 4024 12 009 044 007  
 by FLOA MARY FERROUSO R.S. 014  
 Notary Public for the State of New South Wales  
 No. 24 2004 2004

Handwritten signature: *Kylie Griffith*  
 KYLIE GRIFFITH  
 255 Geo-ge Street, Sydney NSW

**Crown Lands Office Approval**  
**PLAN APPROVED** \_\_\_\_\_  
*Authorised Officer*  
**Land District** \_\_\_\_\_  
**Paper No.** \_\_\_\_\_  
**Field Book** \_\_\_\_\_

**Subdivision Certificate**  
I certify that the provisions of § 8004 of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to the proposed

~~\_\_\_\_\_~~ (handwritten signature) and not bore

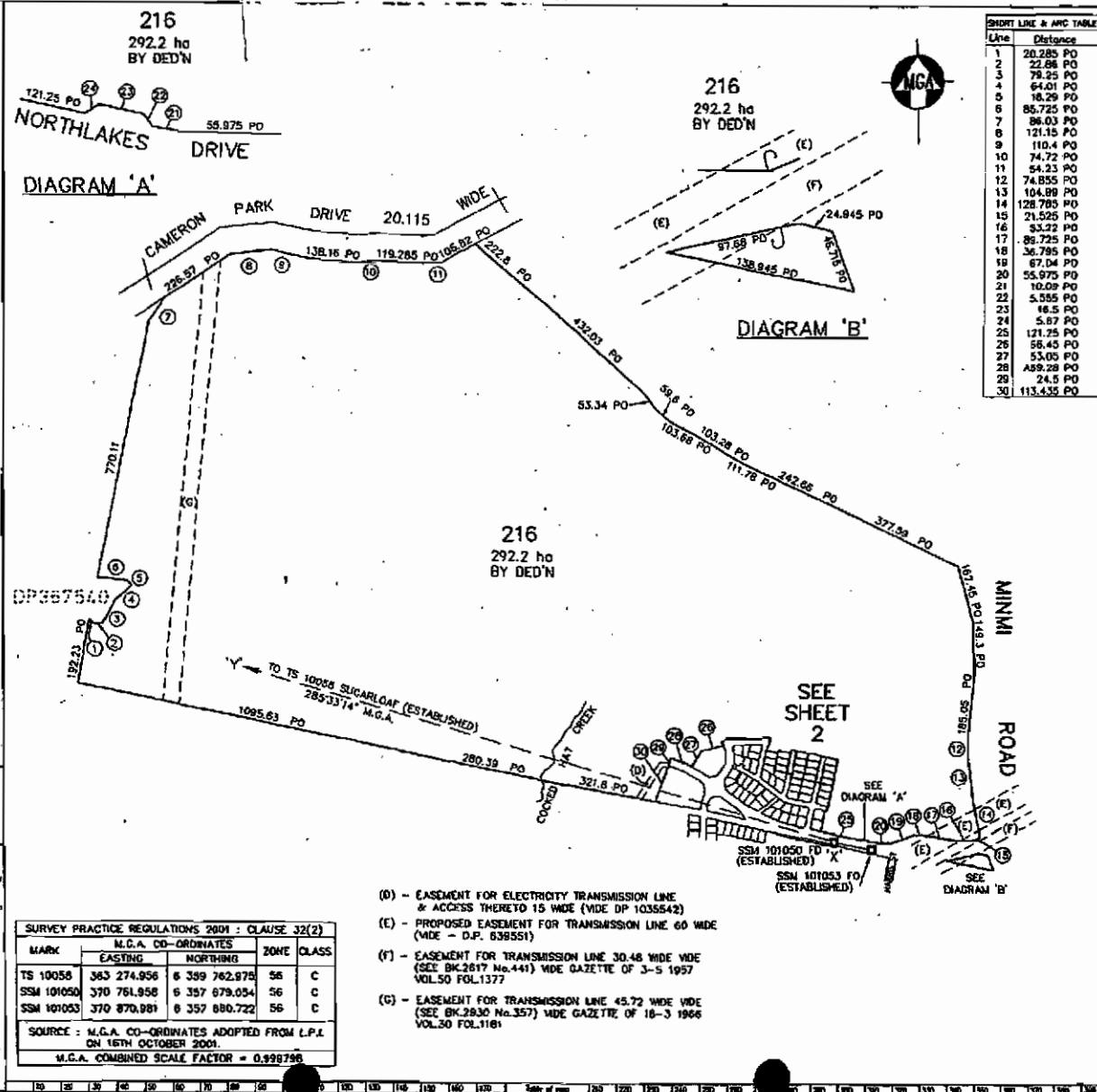
Grant Activity: Lake Mead Area City Council

Accommodation No. : \_\_\_\_\_

Substanz: Verdauung Nr. 201-217  
 Die Nr.: 217

**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  
accepted by the Registrar-General.

SMITHSONIAN REFERENCE : 17020-STC2



Line	Distance
1	20.285 PO
2	22.58 PO
3	79.25 PO
4	64.01 PO
5	18.29 PO
6	86.725 PO
7	89.03 PO
8	71.15 PO
9	110.4 PO
10	74.72 PO
11	54.23 PO
12	74.855 PO
13	104.89 PO
14	128.76 PO
15	21.525 PO
16	89.22 PO
17	86.725 PO
18	36.795 PO
19	67.04 PO
20	55.975 PO
21	10.09 PO
22	55.5 PO
23	16.5 PO
24	5.67 PO
25	121.25 PO
26	56.45 PO
27	53.05 PO
28	A89.28 PO
29	4.5 PO
30	113.435 PO

DP1036819 (E)

Registered  18-Z-2002

CA	SEE CERTIFICATE
----	-----------------

The System:	TORRENTS
-------------	----------

Purpose:	SUBDIVISION
----------	-------------

Ref. Map: U5450-2  
U5450-3

Last Plan: DP1035542

PLAN OF SUBDIVISION OF  
LOT 152 DP 1035542

Lengths are in metres. Reduction Ratio 1 : 8000

LQA: LAKE MACQUARIE

Suburb/Locality: EDGEWORTH

Perlat: TERALBA

County: **NORTHUMBERLAND**

This is sheet 1 of my plan in 2 sheets  
(Delete if inapplicable)

**Survey Certificate**  
Surveyors (Practice) Regulation 2007

2. SHANE ANDREW BOSLEM  
of KARPER SOLIMERS PTY LTD  
241 DEHSON STREET, BRONWEDAW  
a surveyor registered under the Surveyors Act, 1929  
hereby certify that the survey represented in this plan  
is accurate and has been made in accordance with the  
Survey (Practice) Regulations, 1929 and was completed on  
6th DECEMBER 2004

The survey relates to lots 201 to 215

Please identify the bond activity covered, or specify  
 any fund above or the plan that is not the subject of  
 this activity.  
 Action Line: 'X' or 'Y'  
 Local: Synthesium/Remedy  
 Signature: S. A. [illegible]  
 Service: rehabilitation

Plans used in preparation of survey/sampling.

DP 877349  
DP 839551  
DP 876216  
DP 1035542

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

1. EASEMENT TO DRAIN WATER 2 WIDE  
2. RESTRICTION AS TO USER

IT IS INTENDED TO DEDICATE  
THE EXTENSIONS OF SAXON STREET &  
CARIBOU ROAD TO THE PUBLIC AS ROAD.

# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1036819

Registered

This is sheet 2 of my plan in 2 sheets  
dated 6th DECEMBER 2001

S. J. J. J.

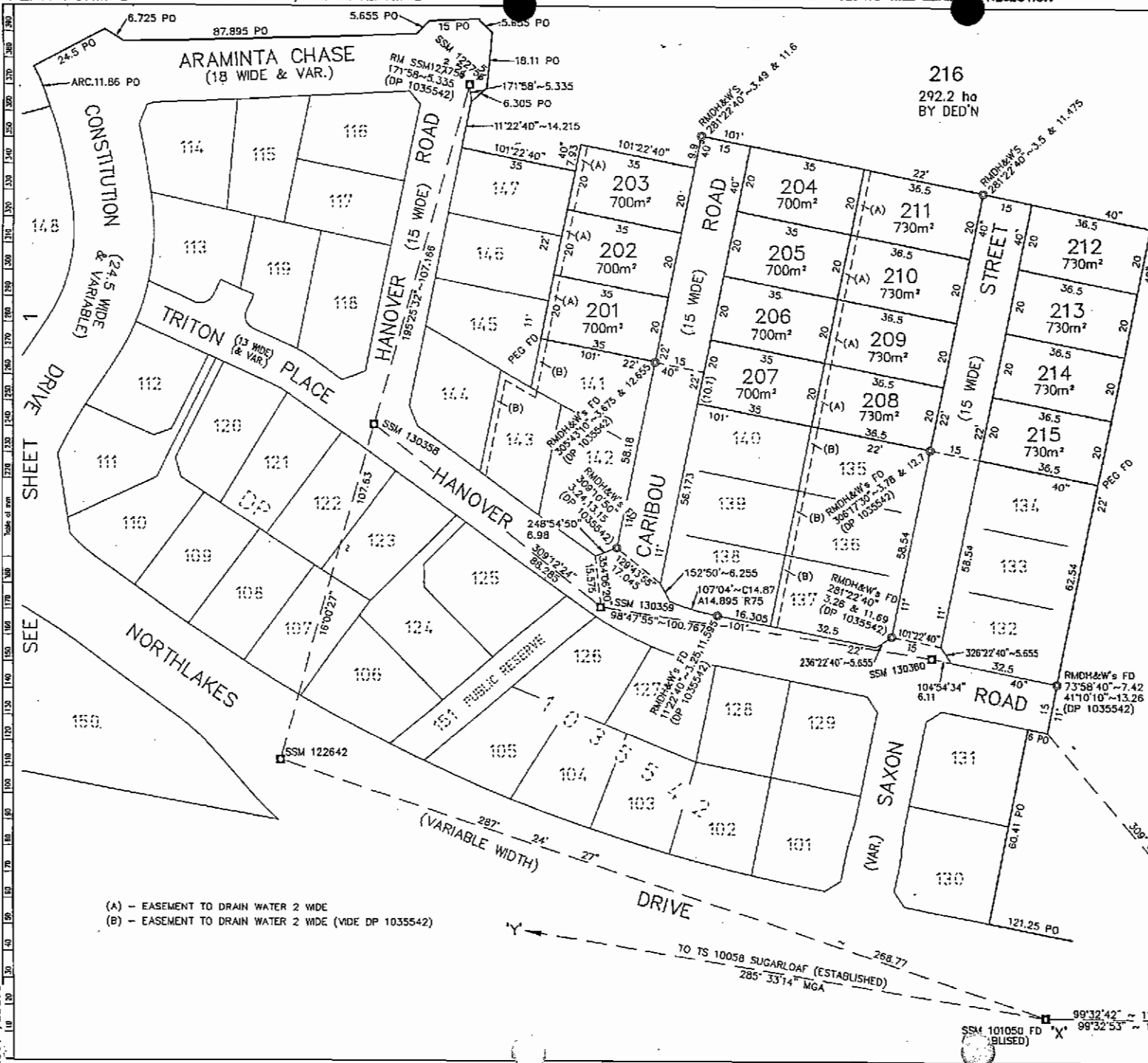
Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan in 2 sheets  
covered by Subdivision Certificate No. 101-239  
of 25-01-02

Authorised Person/Manager/Assistant/Clerk

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

Reg: R412036 / Dec: DP 1036819 P / Rev: 07-Feb-2003 / SLS: SC, OK / PRT: 23-Oct-2007 11:15 / Pgs: X11 / Seq: 2 of 2



- (A) - EASEMENT TO DRAIN WATER 2 WIDE
- (B) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1035542)

Plan Drawing only to appear in this space

Production Ratio 1: 800

SURVEYORS' AFFIDAVIT - 17029-572

SSM 122755 AMENDED IN LP/NSW AT SURVEYORS REQUEST VIDE 2003/168 6-2-2003

# PLAN FORM 2 (APPROVED FORM 3)

Plan Drawing on

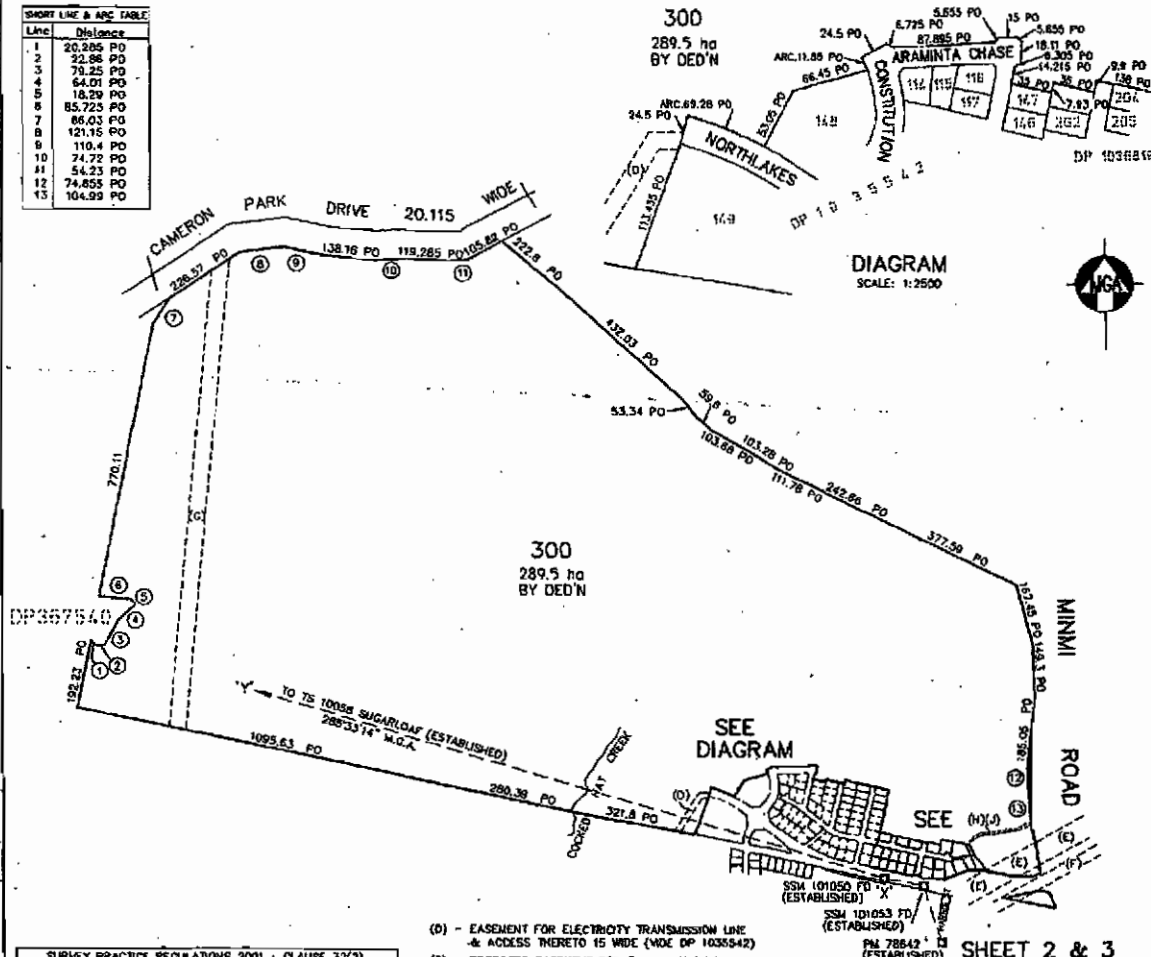
\*OFFICE USE ONLY

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



SHANE ANDREW BOSLEY  
241 DENISON STREET, BROCKMEADOW  
VIC 3089  
131 JULY 2002

Line	Distance
1	20.205 PO
2	22.86 PO
3	70.25 PO
4	64.01 PO
5	18.29 PO
6	85.725 PO
7	86.03 PO
8	121.15 PO
9	110.4 PO
10	74.72 PO
11	54.23 PO
12	74.855 PO
13	104.99 PO



DP1039688

Registered: 131 JUL 2002  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref map: U5450-2 & U5457-7 & U5450-12 & U5457-8 &  
Last Plan: DP10396819

PLAN OF SUBDIVISION OF LOT 216 DP 1036819

Lengths are in metres. Reduction Ratio 1: 8000

LGA: LAKE MACQUARIE

Locality: EDGEWORTH

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)

Survey Certificate  
Shane Andrew Bosley  
241 DENISON STREET, BROCKMEADOW  
VIC 3089  
131 JULY 2002

Drawn and checked by the surveyor or qualified person (Delete if inapplicable)

Signature: Shane Andrew Bosley  
Date: 131 JUL 2002

Plans used in preparation of Survey Certificate  
DP 877349 DP 1039542  
DP 839551 DP 1036819  
DP 831406 DP 567540  
DP 530809  
DP 202567  
DP 876216

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

1. EASEMENT TO DRAIN WATER 2 WIDE
  2. RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE & VARIABLE
  3. EASEMENT TO DRAIN WATER VARIABLE WIDTH
  4. RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE
  5. POSITIVE COVENANT
  6. RESTRICTION AS TO USER
  7. RESTRICTION AS TO USER
  8. RESTRICTION AS TO USER
- IT IS INTENDED TO DEDICATE THE EXTENSION OF HANOVER ROAD, LIBERTAS ROAD AND JULENDUR ROAD TO THE PUBLIC AS ROAD.

Crown Lands Office Approval  
PLAN APPROVED: \_\_\_\_\_  
Authorised Officer  
Local District: \_\_\_\_\_  
Paper No: \_\_\_\_\_  
Total Sheets: \_\_\_\_\_

Subdivision Certificate

I certify that the provisions of 570B of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

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Subdivision Certificate No. DP 1039688

Subdivision Certificate No. DP 1039688

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
TS 10058	363 274.958	6 359 762.970	56	A	1
SM 101050	370 761.958	6 357 678.054	56	C	U
SM 101053	370 870.081	6 357 660.722	56	C	U
PM 78642	370 922.052	6 357 505.694	56	B	2

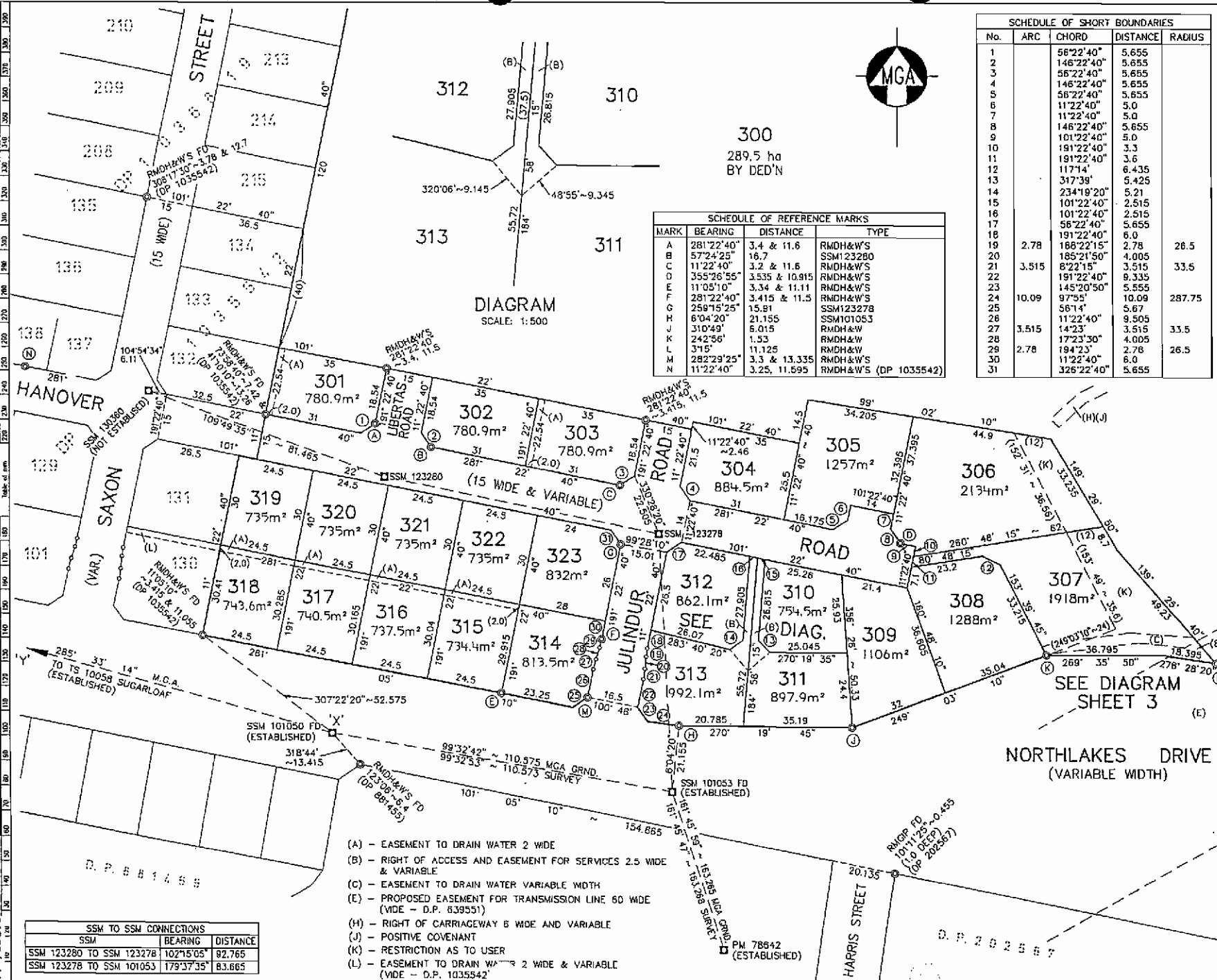
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM L.P. 1 ON 16TH OCTOBER 2001.  
M.G.A. COMBINED SCALE FACTOR = 0.999798

- (D) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE (WIDE DP 1036542)
- (E) - PROPOSED EASEMENT FOR TRANSMISSION LINE 50 WIDE (WIDE - D.P. 639551)
- (F) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE (SEE BK.2617 No.441) WIDE GAZETTE OF 3-5 1957 VOL.30 FOL.1377
- (G) - EASEMENT FOR TRANSMISSION LINE 45.72 WIDE WIDE (SEE BK.2930 No.357) WIDE GAZETTE OF 18-3 1986 VOL.30 FOL.1181
- (H) - RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE
- (I) - POSITIVE COVENANT

(CHECKLIST)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Filename: 17000P\_00031040 (21/05/2002)



DP1039688

Registered 12-8-2002

This is sheet 2 of my plan in 3 sheets dated 1ST JULY 2002

S. Baslam

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan in 3 sheets covered by Subdivision Certificate No. D01-219 of 16-07-02

Authorised Person/General Manager/Accredited Cartiller

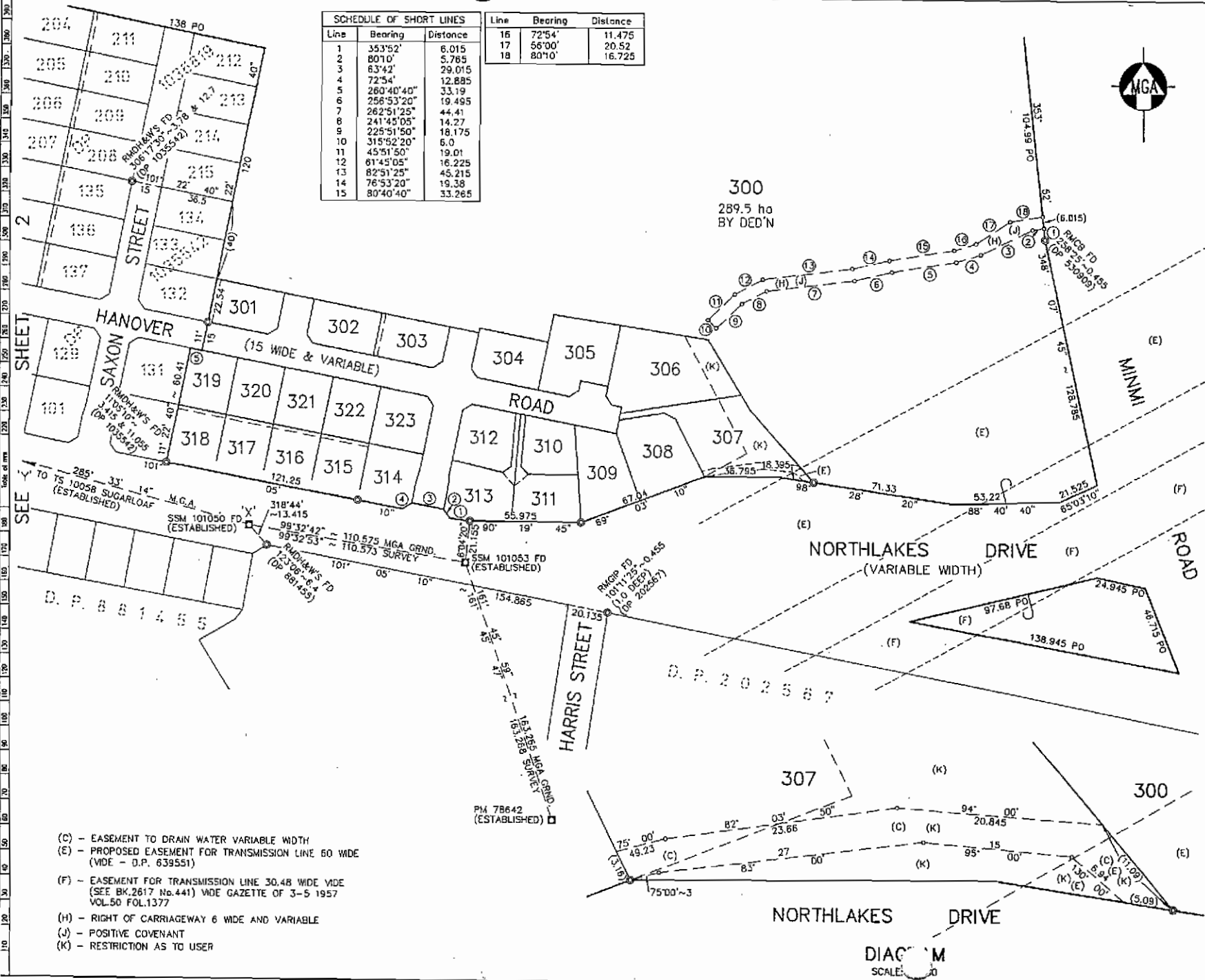
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: 17029

SCHEDULE OF SHORT LINES		
Line	Bearing	Distance
1	353°52'	6.015
2	80°10'	5.785
3	63°42'	29.015
4	72°54'	12.885
5	260°40'40"	33.19
6	256°53'20"	19.495
7	262°51'25"	44.41
8	241°45'05"	14.27
9	225°51'50"	18.175
10	315°52'20"	6.0
11	45°51'50"	19.01
12	61°45'05"	16.225
13	82°51'25"	45.215
14	76°53'20"	19.38
15	80°40'40"	33.265

Line	Bearing	Distance
16	72°54'	11.475
17	56°00'	20.52
18	80°10'	16.725



DP1039688

Registered 12-8-2002

This is sheet 3 of my plan in 3 sheets dated 15 JULY 2002

S. B. S. S.

Surveyor registered under Surveyors Act 1929

This is sheet 3 of my plan of 3 sheets covered by Subdivision Certificate No. DP1-237 of 16-07-02

Authorised Person/General Manager/Accredited Certifier

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

- (C) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (VIDE - D.P. 639551)
- (F) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE (SEE BK.2617 No.441) VIDE GAZETTE OF 3-5 1957 VOL.50 FOL.1377
- (H) - RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE
- (J) - POSITIVE COVENANT
- (K) - RESTRICTION AS TO USER

Req:R412053 /Doc:DP 1039688 P /Rev:13-Aug-2002 /SLs:SC,OK /Prt:23-Oct-2007 11:15 /Pgs:ALL /Seq:3 of 3

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

(Sheet 1 of 4 Sheets)

**DP1039688**

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

Full name and address  
 of the owner of the land:

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

Full name and address  
 of the mortgagee of the land:

National Australia Bank  
 Beaumont Street, Hamilton

**Part 1**

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

*[Handwritten signature]*

*[Handwritten signature]*

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

(Sheet 2 of 4 Sheets)

Part 2

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

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

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

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

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

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

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

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

DP1039688

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

(Sheet 3 of 4 Sheets)

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

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



Lake Macquarie City Council

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

The Proprietor for the time being of the benefited lot.

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

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



DP1039688





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

(Sheet 4 of 4 Sheets)

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

DP1039688

  
Director  
Print Name: Ross McLeod


  
Director Secretary  
Print Name: Paul Fetzners



Executed by:

Executed by:

Mortgage Lending Mortgage No 5269958  
Signed on 19th July 2007  
Australian Capital Territory  
by Elizabeth J. White  
Solicitor  
No. 250 George Street, Sydney NSW

  
Witnessed by Geraldine Marie White  
250 George Street, Sydney NSW

REGISTERED  12-8-02

**Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 (Sheet 1 of 4 Sheets)**

**DP1047020**

Plan of Subdivision of Lot 800 D.P. 1047011 covered by  
Subdivision Certificate No. D 01 / 239

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	901 902 903 904 905 907 930 927 925 924 918 919 920 921 915 916 910	902-907 incl. 903-907 incl 904-907 incl 905-907 incl 906-907 906 927, 923-925 923-925 923-924 923 919-922, 917 920-922 921-922 922 916, 900 900 911
2	Right of access and easement for services 2.5 wide and variable	933 934 935	934, 935 933, 935 933, 934
3	Easement to drain water variable width	935 934 $\phi$	933, 934 933, 935 $\phi$
4	Restriction as to user	917 935 936	Lake Macquarie City Council Lake Macquarie City Council Lake Macquarie City Council
5	Restriction as to user	917-920 incl. 933-935 incl.	Lake Macquarie City Council Lake Macquarie City Council
6	Restriction as to User	901-935 incl.	Every other lot except 936

*Handwritten note:*  $\phi$  Burdened - Lot 933, Benefited - Lots 934, 935.

*Handwritten signatures:* [Signature] [Signature]

*Handwritten signature:* [Signature]

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

(Sheet 2 of 4 Sheets)

DP1047020

Part 2

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

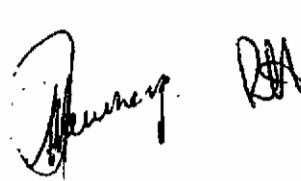

1. No dwelling shall be erected on any lot burdened that is not constructed in accordance with the requirements of AS3959 Construction of Buildings in Bushfire Prone Areas.
2. No cat shall be allowed to be kept on any lot burdened.

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

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

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

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



## DP1047020

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

(Sheet 3 of 4 Sheets)

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

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

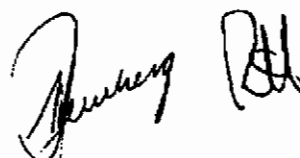

Lake Macquarie City Council

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

The Proprietor for the time being of the benefited lot.

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

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



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

(Sheet 4 of 4 Sheets)

DP1047020

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

  
Director  
Print Name: R. Howard

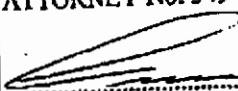



  
Director  
Print Name: Paul Fehrbach

Executed by:

Executed by:

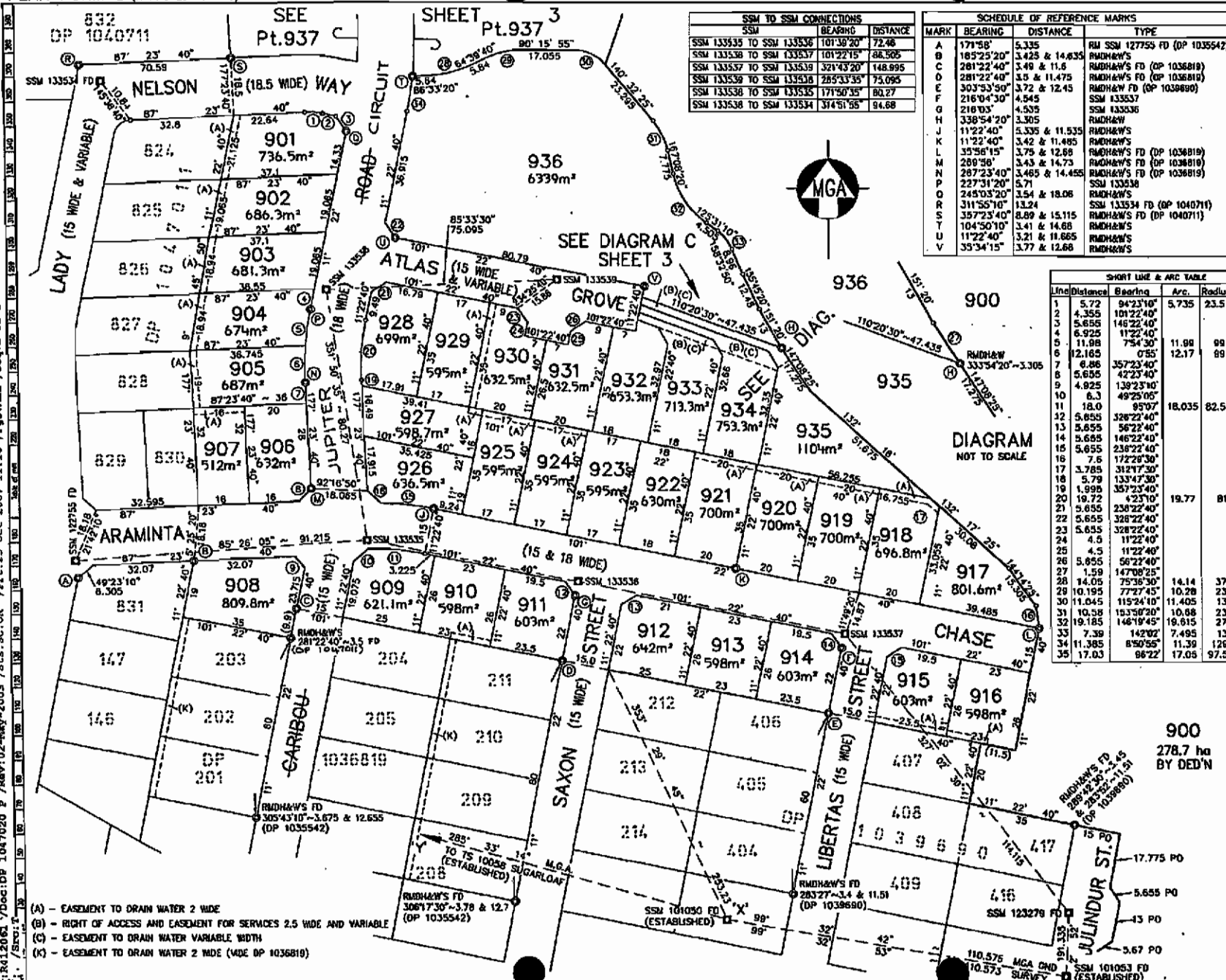
SIGNED AT HAMILTON THIS 3rd DAY  
OF February 2003 FOR NATIONAL  
AUSTRALIA BANK LIMITED ACN 004 044 937  
BY MICHAEL FRIEDMAN ITS DULY  
APPOINTED ATTORNEY UNDER POWER OF  
ATTORNEY No. 549 BOOK. 3834

  
MANAGER

  
WITNESS

REGISTERED  on 14.2.2003

Flaps: 1702DDP-STC0.DWG (24/01/2005)



SSM	BEARING	DISTANCE
SSM 133535 TO SSM 133536	101°39'20"	72.46
SSM 133536 TO SSM 133537	101°22'15"	86.505
SSM 133537 TO SSM 133538	321°43'20"	148.895
SSM 133538 TO SSM 133539	285°33'35"	75.095
SSM 133539 TO SSM 133540	171°50'35"	80.27
SSM 133540 TO SSM 133541	314°51'55"	94.68

MARK	BEARING	DISTANCE	TYPE
A	171°58'	5.335	RM SSM 127755 FD (DP 1035542)
B	185°25'20"	3.425 & 14.835	RMH&W'S
C	281°22'40"	3.49 & 11.6	RMH&W'S FD (DP 1036819)
D	281°22'40"	3.5 & 11.475	RMH&W'S FD (DP 1036819)
E	303°53'50"	3.72 & 12.45	RMH&W'S FD (DP 1036819)
F	216°54'30"	4.545	SSM 133537
G	216°03'	4.535	SSM 133536
H	338°54'20"	3.305	RMH&W'S
I	11°22'40"	5.335 & 11.535	RMH&W'S
J	11°22'40"	3.42 & 11.485	RMH&W'S
K	33°58'15"	3.75 & 12.88	RMH&W'S FD (DP 1036819)
L	289°58'	3.43 & 14.73	RMH&W'S FD (DP 1036819)
M	287°23'40"	3.465 & 14.455	RMH&W'S FD (DP 1036819)
N	227°31'20"	5.71	SSM 133538
O	245°03'20"	3.54 & 18.08	RMH&W'S
P	311°55'10"	13.24	SSM 133534 FD (DP 1040711)
Q	357°23'40"	8.89 & 15.115	RMH&W'S FD (DP 1040711)
R	104°50'10"	3.41 & 14.68	RMH&W'S
S	11°22'40"	3.21 & 18.655	RMH&W'S
T	35°34'15"	3.77 & 12.68	RMH&W'S

Line	Distance	Bearing	ARC	Radius
1	5.72	94°23'10"	5.735	23.5
2	4.355	101°22'40"		
3	5.655	146°22'40"		
4	6.925	112°22'40"		
5	11.98	75°43'30"	11.98	98
6	12.165	0°55'	12.17	99
7	6.86	357°23'40"		
8	5.655	42°23'40"		
9	4.925	139°23'10"		
10	6.3	49°25'05"		
11	18.0	95°07'	18.035	82.5
12	5.855	326°22'40"		
13	5.855	56°22'40"		
14	5.655	146°22'40"		
15	5.655	236°22'40"		
16	7.6	172°28'30"		
17	3.765	382°17'30"		
18	5.79	133°47'30"		
19	1.995	357°23'40"		
20	19.72	4°23'10"	19.77	81
21	5.655	236°22'40"		
22	5.655	326°22'40"		
23	5.655	326°22'40"		
24	4.5	112°22'40"		
25	4.5	112°22'40"		
26	5.655	56°22'40"		
27	1.59	147°08'25"		
28	14.05	75°36'30"	14.14	37
29	10.195	77°27'45"	10.28	23
30	11.045	115°24'10"	11.405	13
31	10.358	103°58'20"	10.88	23
32	19.185	146°19'45"	19.615	27
33	7.39	142°02'	7.495	13
34	11.385	85°05'	11.39	128
35	17.03	96°22'	17.05	97.5

DP1047020

Registered 14-2-2003

This is sheet 2 of my plan is 3 sheets

Surveyor registered under Surveyors Act 1929

This is sheet of my plan is sheets

covered by Subdivision Certificate No.

Authorised Person/General Manager/Associated Officer

For map where space is insufficient in any panel on

Plan Form 2.

Reduction Ratio 1 : 800

SUPPLYER'S REFERENCE : 17029

Reg:R412061 /Doc:DP 1047020 P /Rev:02-May-2003 /Sta:SC-OK /Prt:23-Oct-2007 11:16 /Pgs:ALL /Seq:2 of 3

- (A) - EASEMENT TO DRAIN WATER 2 WIDE
- (B) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE
- (C) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (K) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 1036819)

Plan Drawing only to appear in this space

Filename : 17029DP\_ST09.DWG (24/01/2003)

JUPITER CIRCUIT ADDED IN PLAN NEW AT SURVEYORS REQUEST VIDE 8003/569 24-15-2003



NO. 357. BOOK. 2930.

DEED OF CONFIRMATORY GRANT OF EASEMENT AND RELEASE.

Crown instrument not liable to Stamp Duty

R. J. McKAY

Crown Solicitor

per

J. & A. BROWN & ABERMAIN SEAHAM COLLIERIES LIMITED

(hereinafter called "the Releasor" which expression unless the context otherwise requires shall when two or more releasors are parties hereto mean the Releasors jointly and each of them severally) hereby acknowledges to have received from THE ELECTRICITY COMMISSION OF NEW SOUTH WALES (hereinafter called "the Commission") the sum of

*Three hundred and sixty-seven dollars seventy-two cents* (\$567-72) (whereof Five

hundred dollars

(\$500.00)

) is compensation and

*seven dollars seventy-two cents* (\$72-00) is interest thereon at the

rate provided for by the Public Works Act, 1912, as amended) for or in respect of the resumption by Notification published in the Government Gazette dated the 18th March 1966 of an easement or right to use for the construction and maintenance of an electricity transmission line the surface and subsoil or undersurface of—

FIRSTLY: ALL THAT piece of land situate in the Shire of Lake Macquarie Parish of Teralba and County of Northumberland being part of Portion 40 and being also part of the land comprised in Certificate of Title Volume 1064 Folios 138 and 139;

SECONDLY: ALL THOSE pieces of land situate as aforesaid being parts of Portions 30 and 130 and being also part of the land comprised in Conveyance registered No. 874 Book 1632; and

THIRDLY: ALL THOSE pieces of land situate in the Shire of Lake Macquarie and City of Greater Cessnock Parishes of Teralba and Stockrington and County of Northumberland being part of Portion 61 Parish of Teralba and part of Portion 52 Parish of Stockrington and being also part of the land comprised in Certificates of Title Volume 6349 Folio 106 and Volume 7482 Folio 242;

AND in consideration of the amount so paid the Releasor as beneficial owner and in confirmation of the resumption (but not so as to limit or abridge its effect) hereby grants and confirms to the Commission and the Commission's successors an easement or right as aforesaid over the land secondly above described

AND in consideration of the amount so paid the Releasor by this Deed hereby releases and discharges Her Majesty the Queen Her Heirs and Successors and the Commission and the Commission's successors from all claims demands actions suits cause and causes of action or

suit sum or sums of money compensation interest damages costs charges and expenses now or hereafter of the Releasor for or on account of the said resumption or the matters before mentioned or for or on account of any other matter or thing arising out of or in respect of the premises.

EXECUTED and sealed by the Releasor this *27th* day of *May*, 1969.

2 Witnesses) THE COMMON SEAL of J. & A. BROWN

& ABERMAIN SEAHAM COLLIERIES

1 Witness) LIMITED was hereto affixed by Authority of the Directors and in the presence of:

Directors.

\* Witness should insert occupation and address

Secretary

Registered in the office of the Registrar General at Sydney, pursuant to the provisions of section 17 of the Registration of Deeds Act, 1897, the 9th day of June, 1969, at 18 minutes past 1 o'clock. Original instrument lodged by - R.J. McKay, Crown Solicitor.

Copy examined

Registrar General.

of 1969

to the provisions  
une 1969, at

eral.



VESTING OF EASEMENTS.

Shortland Electricity is now the Registered Proprietor of the easements defined in the schedule hereto, pursuant to Section 78 (1) of the Electricity Commission Act 1950 and Notification in the New South Wales Government Gazette No. 76 of the 3rd June, 1994 and formerly vested in the Electricity Commission of New South Wales (now Pacific Power.)

Signed in my presence by the  
Applicant who is personally  
known to me.

DATE. *31st May 1995*

*R. B. Smith*  
.....  
Signature of Witness

RONALD BRUCE SMITH  
.....  
Name of Witness (BLOCK LETTERS)

2 ELIZABETH ST, BEROWRA HEIGHTS  
.....  
Address of Witness

*Leke Hopley*  
.....  
Signature of Applicant  
Authorised Agent of  
Shortland Electricity.

LODGED BY
Delivery Box <i>1170R</i>

REGISTERED IN THE  
LAND TITLES OFFICE  
BOOK *4098* No. *299*  
30 MAY 1995



NEWCASTLE - TOMAGO 9NA 132 KV TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION	METHOD OF CREATION
26	6734	PART PORTIONS 30 and 130 (PARISH TERALBA) (CONVEYANCE BOOK 1632 NO 874)	R.GG 18.3.1966 NO 30 FOL. 1181
30	6738	PART PORTION 95 (PARISH STOCKRINGTON) (CONVEYANCE BOOK 2977 NO 8)	GRANT OF EASEMENT BOOK 3097 NO 330
32	6740	LOT 131 DP 234203 (CONVEYANCE BOOK 2881 NO 259) (CONFIRMATION BOOK 2901 NO 303)	R.GG 18.3.1966 NO 30 FOL 1182

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

(Sheet 1 of 5 Sheets)

**DP1049903**

Plan of Subdivision of Lot 900 D.P. 1047020 covered by  
 Subdivision Certificate No. DDI-239

Full name and address  
 of the owner of the land:

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

Full name and address  
 of the mortgagee of the land:

National Australia Bank  
 Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	610 609 608 606 605 619	611 610, 611 609-611 607-611 606-611 620
2	Easement for Electricity Substation	600	Energy Australia
3	Easement for Electricity Transmission Line and Access thereto 15 wide	600	Energy Australia
4	Right of Carriageway 5 wide and variable	600	Lake Macquarie City Council
5	Positive Covenant 5 wide and variable	600	Lake Macquarie City Council
6	Positive Covenant	600	Lake Macquarie City Council
7	Positive Covenant 6 wide	600	Lake Macquarie City Council
8	Restriction as to User	605-607, 617 & 618	Lake Macquarie City Council
9	Restriction as to User	605-607, 617 & 618	Lake Macquarie City Council
10	Restriction as to User	601-617incl.	Every other lot except 600, 618, 619 & 620

*[Handwritten signatures]*

*[Handwritten signature]*

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

(Sheet 2 of 5 Sheets)

DP1049903

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 & 3 referred to in the plan:

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

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

The owner/s of the burdened lot shall maintain the Right of Carriageway 5 wide and variable marked (D) in the plan.





## DP1049903

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

(Sheet 3 of 5 Sheets)

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

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

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

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

- (a) Undergrowth and grass must be regularly slashed or mowed;
- (b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and
- (c) No habitable building or other combustible structures shall be erected, or allowed to remain erected.

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

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

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

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

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

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

## DP1049903

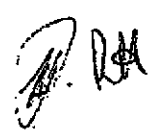
**Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 4 of 5 Sheets)

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

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 7 and 8 in the plan.

Lake Macquarie City Council



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

**DP1049903**

(Sheet 5 of 5 Sheets)

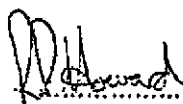
Name of person empowered to release, vary or modify restriction or positive covenant numbered 9 inclusive in the plan.

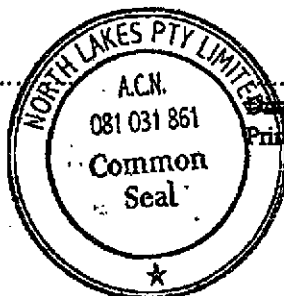
North Lakes Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

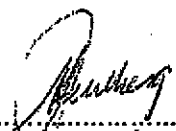
Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 & 3 inclusive in the plan.

Energy Australia

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

  
Director  
Print Name: Leis Howard



  
Secretary  
Print Name: Paul Fehlberg

Executed by:

Executed by:

Mortgagee under Mortgage No. 5261958  
Signed at Sydney this 26<sup>th</sup> day of MAY 2003 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Mary FERGUSON** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

.....  
Manager

.....  
Witness/Bank Officer

  
**Kylie GRIFFITH**  
255 George Street, Sydney NSW

**REGISTERED**



24 11.6.2003

# PLAN FORM 2 (APPROVED FORM 3)

Plan Drawing only to appear in this space

OFFICE USE ONLY

NOTES: SEALS AND SIGNATURES 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 TO DEDICATE GREENOCK COURT AND HEBE PLACE AND THE EXTENSION OF NORTHLAKE DRIVE (SUBJECT TO EASEMENT FOR TRANSMISSION LINE AND ACCESS THERETO 15 WIDE, WIDE DP 1035542) TO THE PUBLIC AS ROAD.



Paul Foulkes  
Secretary

Managers under Mortgage No. 526498  
Signed at Sydney this 25th day of May 2003 for the personal use of  
Australia Bank Limited ABN 12 004 044 037  
by Ronny Mary FERGUSON its duly  
appointed Attorney under Power of Attorney  
No. 610 Book 2024

Manager  
KYLE GRIFFITH  
205 George Street, Sydney NSW

Crown Lands Office Approval  
PLAN APPROVED  
Land District  
Paper No.  
Field Book

Subdivision Certificate  
I certify that the conditions of all of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision  
(I have submitted a report)

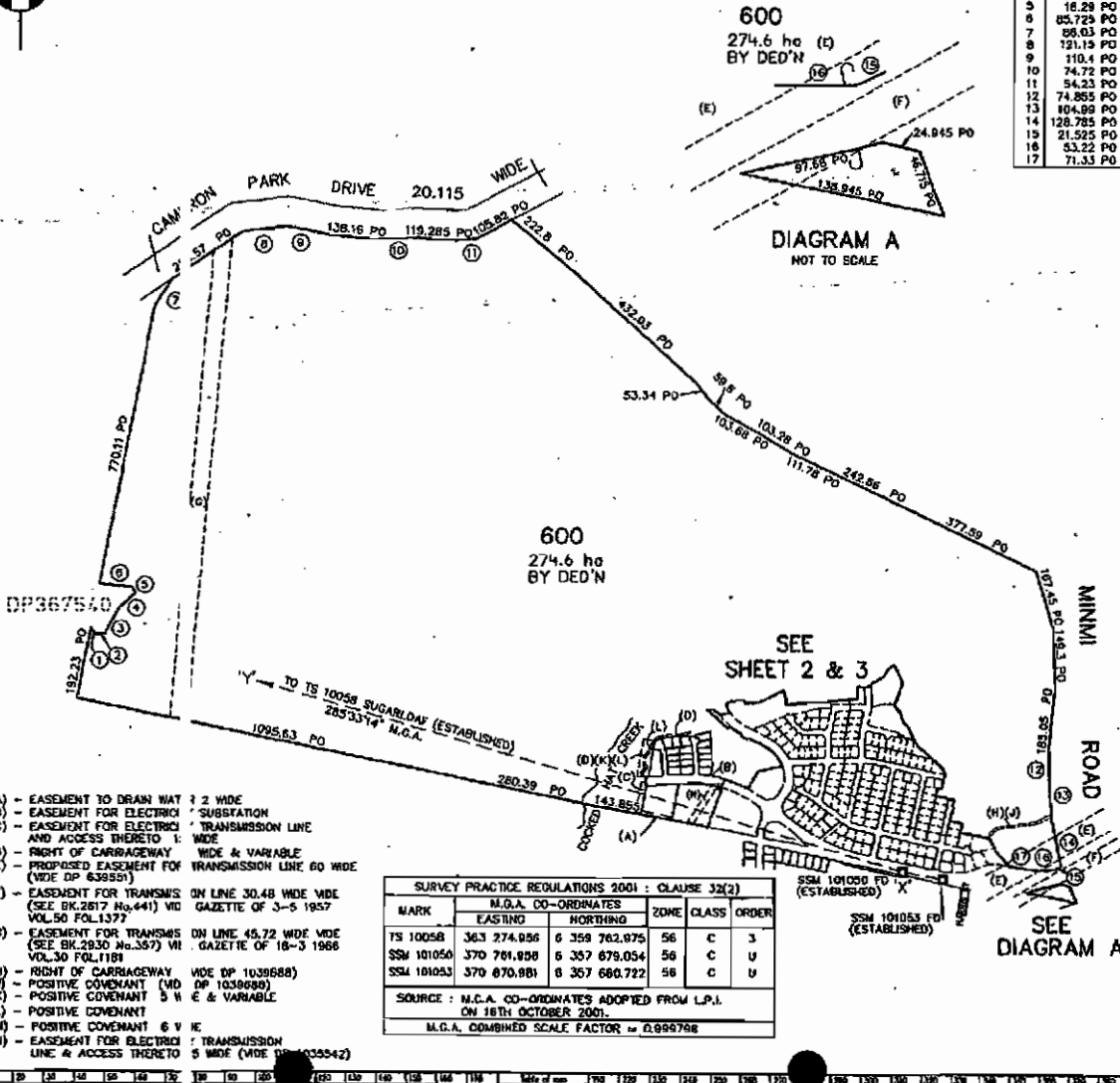
Consent Authority  
Date of Endorsement: 19-05-07

Accreditation No.:  
Subdivision Certificate No. 7201-2-99

Notes:  
1. This plan is to be lodged electronically in the Land Titles Office and a printed copy is to be lodged in the Land Titles Office.

2. This plan is to be lodged electronically in the Land Titles Office and a printed copy is to be lodged in the Land Titles Office.

3. This plan is to be lodged electronically in the Land Titles Office and a printed copy is to be lodged in the Land Titles Office.



Line	Distance
1	20.285 PO
2	22.86 PO
3	79.25 PO
4	84.01 PO
5	18.29 PO
6	85.729 PO
7	86.03 PO
8	121.15 PO
9	110.4 PO
10	74.72 PO
11	54.23 PO
12	74.855 PO
13	104.89 PO
14	128.785 PO
15	21.525 PO
16	53.22 PO
17	71.33 PO

DP1049903  
Registered: 11-6-2003  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref Map: L6450-2, 12 (5457-7, 8)  
Last Plan: DP1047020

PLAN OF SUBDIVISION OF LOT 900 DP 1047020

Lengths are in metres. Reduction Ratio: 1:8000

LGA: LAKE MACQUARIE  
Locality: EDGEWORTH  
Parish: TERALBA  
County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)

Survey Certificate  
Shane Andrew Bosman  
241 DENISON STREET, BROADMEADOW  
I hereby certify that the survey represented in this plan is a true and correct copy of the original survey and that the survey has been completed in accordance with the Survey (Practice) Regulations 2001 and not completed on 1st MAY 2003  
The survey relates to 1005.63 PO to 620

These words are used to identify the survey and to identify the land which is the subject of the survey.

(Signature) Shane Andrew Bosman, dated 5.5.03  
Survey registered under the Survey Act 1979  
Nature: 'X' 'Y'  
Type: Urban/Rural

Plans used in preparation of Survey/Map/Map:  
DP 877349 DP 1035542  
DP 639551 DP 1036810  
DP 639455 DP 1039688  
DP 639693 DP 1039690  
DP 202547 DP 1047011  
DP 876216 DP 1047020

PAID 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 608 OF THE CONVEYANCING ACT 1919-84 AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE
2. EASEMENT FOR ELECTRICITY SUBSTATION
3. EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE
4. RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE
5. POSITIVE COVENANT 5 WIDE & VAR.
6. POSITIVE COVENANT
7. POSITIVE COVENANT 6 WIDE
8. RESTRICTION AS TO USER
9. RESTRICTION AS TO USER
10. RESTRICTION AS TO USER

- (A) - EASEMENT TO DRAIN WATER 2 WIDE
- (B) - EASEMENT FOR ELECTRICITY SUBSTATION
- (C) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 15 WIDE
- (D) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE
- (E) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (WIDE DP 639551)
- (F) - EASEMENT FOR TRANSMISSION ON LINE 30.48 WIDE WIDE GAZETTE OF 3-5 1957
- (G) - EASEMENT FOR TRANSMISSION ON LINE 45.72 WIDE WIDE GAZETTE OF 18-3 1966
- (H) - RIGHT OF CARRIAGEWAY 5 WIDE DP 1039688
- (I) - POSITIVE COVENANT (VD DP 1039688)
- (J) - POSITIVE COVENANT 5 WIDE & VARIABLE
- (K) - POSITIVE COVENANT
- (L) - POSITIVE COVENANT
- (M) - POSITIVE COVENANT 6 WIDE
- (N) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 5 WIDE (WIDE DP 1035542)

SURVEY PRACTICE REGULATIONS 2001: CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
TS 10058	363 274.956	6 358 762.975	56	C	3
SSM 101050	370 761.958	6 357 679.054	56	C	U
SSM 101053	370 670.881	6 357 680.722	56	C	U

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM L.P.I. ON 18TH OCTOBER 2001.  
M.G.A. COMBINED SCALE FACTOR = 0.999798

600  
274.6 ho  
BY DEP'N



DP1049903

Registered  11-6-2003

This is sheet 2 of my plan in 3 sheets  
dated 1ST MAY 2003

*S. Ashton.*  
Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan of 3 sheets  
covered by Subdivision Certificate No. D01-239  
of 19-05-03

Authorized Person/General Manager/Authorized Officer

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

- (B) - EASEMENT FOR ELECTRICITY SUBSTATION
- (C) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (WIDE DP 039531)
- (F) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE (SEE BK 2617 No.441) WIDE GAZETTE OF 3-5 1857 VOL.50 FOL.1377
- (J) - RIGHT OF CARRIAGEWAY (WIDE DP 1030888)
- (H) - POSITIVE COVENANT (WIDE DP 1036868)
- (N) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE (WIDE DP 1035542)

99°32'42" ~ 110.575 MGA GRND.  
99°32'53" ~ 110.573 SURVEY

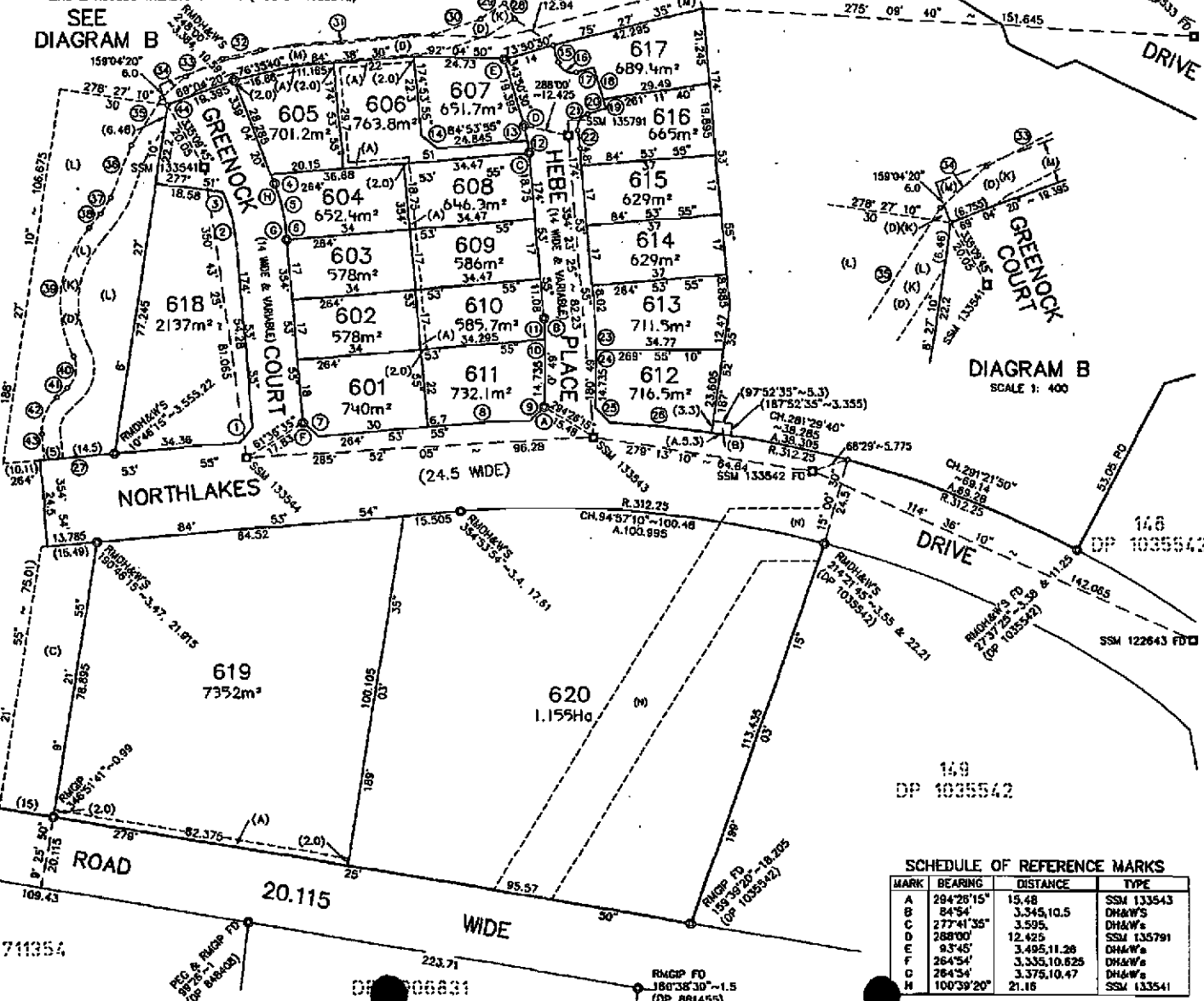
HARRIS ST

Reduction Ratio 1 : 2000

RE: SARNETT'S RESIDENCE : 17029 STAGE 6

SCHEDULE OF SHORT BOUNDARIES				
No.	CHORD	DIST.	ARC	RAD.
1	218°53'55"	5.655	10.08	36.5
2	168°58'	10.05		
3	339°04'20"	2.8		
4	339°04'20"	2.8		
5	168°58'	13.808	13.95	50.5
6	354°53'50"	2.28		
7	309°53'50"	5.655		
8	266°51'20"	21.335	21.335	312.25
9	224°59'50"	5.735		
10	178°33'20"	4.41	4.41	100
11	176°35'40"	5.925	5.925	100
12	172°23'20"	3.505	3.505	40
13	166°31'40"	4.215	4.215	40
14	309°54'	3.855		
15	183°50'30"	5.07		
16	118°50'30"	5.865	6.285	4
17	73°50'30"	4.955		
18	183°50'30"	9.2		
19	183°50'30"	2.8		
20	253°50'30"	5.235		
21	211°38'50"	5.375	5.89	4
22	172°10'40"	5.13	5.13	54
23	177°24'30"	9.585	9.59	114
24	180°22'10"	1.79	1.79	114
25	136°38'	5.74		
26	95°24'50"	27.845	27.955	312.25
27	264°53'55"	20.75		
28	327°22'45"	5.0		
29	57°22'45"	7.02		
30	71°02'	13.735		
31	264°41'25"	47.66		
32	77°11'15"	10.78		
33	242°10'50"	11.015		
34	49°21'40"	8.255		
35	212°27'45"	15.315		
36	200°44'50"	15.91		
37	32°15'10"	5.325		
38	218°21'50"	5.1		
39	187°12'40"	36.315	36.53	32.5
40	189°35'40"	9.36	9.765	7.5
41	48°08'40"	3.89		
42	201°31'20"	11.205	11.615	12.5
43	354°53'50"	7.295		
44	89°04'20"	6.755		

- (A) - EASEMENT TO DRAIN WATER 2 WIDE  
 (B) - EASEMENT FOR ELECTRICITY SUBSTATION  
 (C) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS  
 (D) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE  
 (E) - POSITIVE COVENANT 5 WIDE & VARIABLE  
 (F) - POSITIVE COVENANT  
 (G) - POSITIVE COVENANT 6 WIDE  
 (H) - EASEMENT FOR ELECTRICITY TRANSMISSION  
 LINE & ACCESS THERETO 15 WIDE (VADE DP 1035542)



SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	TYPE
A	284°28'15"	15.48	SSM 133543
B	84°54'	3.345, 10.5	DH&W'S
C	277°41'35"	3.595	DH&W'S
D	288°00'	12.425	SSM 135791
E	93°45'	3.495, 11.28	DH&W'S
F	264°54'	3.335, 10.625	DH&W'S
G	264°54'	3.375, 10.47	DH&W'S
H	100°39'20"	21.16	SSM 133541

DP1049903

Registered 11-6-2003

This is sheet 3 of my plan in 3 sheets dated 1ST MAY 2003

Surveyor registered under Surveyors Act 1928

This is sheet 3 of my plan in 3 sheets covered by Subdivision Certificate No. DP1-239 of 19-05-03

Authorized Person/General Manager/Assistant Director

For use where space is insufficient in any part of Plan Form 2

Reduction Ratio 1: 800

Surveyor's Reference: 17029\_STAGE 6

Req:R412071 / Doc:DP 1049903 P / Rev:12-Jun-2003 / Sta:SC OK / Pgt:ALL / Seq:3 of 3  
 Reg: / Src: / Date: 17029DP\_ST06\_5.5.03.DWG

Plan Drawing only to appear in this space

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

(Sheet 1 of 4 Sheets)

**DP1053815**

Plan of Subdivision of Lot 1000 D.P.1050783 covered by Subdivision Certificate No. \_\_\_\_\_

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	1102 1103 1104 1111 1115 1116 1120	1107 1102, 1107 1103, 1102, 1107 1110 1114 1114, 1115 1114, 1115, 1116
2	Easement to drain water 3 wide	1113	1112 & Lake Macquarie City Council
3	Right of Carriageway 6 wide and variable	1100	Lake Macquarie City Council
4	Positive Covenant 6 wide and variable	1100	Lake Macquarie City Council
5	Positive Covenant 30 wide and variable	1100	Lake Macquarie City Council
6	Positive Covenant 6 wide	1100	Lake Macquarie City Council
7	Restriction as to User	1101, 1102, 1103, 1104, 1112, 1113, 1117, 1118, 1119, 1120	Lake Macquarie City Council
8	Restriction as to user	1113, 1120, 1119, 1118	Lake Macquarie City Council
9	Restriction as to User	1101-1120 incl.	Each other Lot except Lot 1100

**Lake Macquarie City Council**

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

DC 011239 Stage 11

Authorised Person: \_\_\_\_\_

Date: 17/09/03

# DP1053815

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

(Sheet 2 of 4 Sheets)

## Part 2

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

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

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

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

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

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

- a) Undergrowth and grass must be regularly slashed or mowed;
- b) Material which is capable of being set alight by a bushfire must not be allowed to accumulate and must be regularly removed; and
- c) No habitable building or other combustible structures shall be erected, or allowed to remain erected.

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

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

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

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

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

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

*[Handwritten signatures and initials]*

## DP1053815

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

(Sheet 3 of 4 Sheets)

- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
  - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
  - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
  - (iii) In this subclause "corner lot" shall mean lots 1101, 1104, 1106, 1111, 1117, 1118.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.



**DP1053815**

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

(Sheet 4 of 4 Sheets)

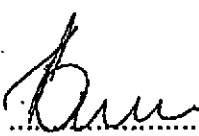
Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 2, 3, 4, 5, 6, 7 and 8 in the plan.

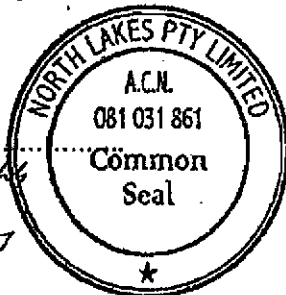
Lake Macquarie City Council


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

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

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

  
Director SEA TAAK  
Print Name: Sean Howard



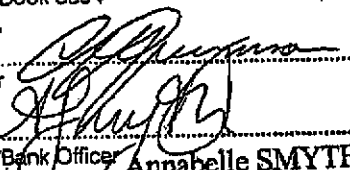
  
Director  
Print Name: Ross P Howard

Executed by:

Executed by:

Mortgagee under Mortgage No. 5264958  
Signed at Sydney this 22nd day of  
September 2003 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Mary FERGUSON** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3634

.....  
Manager

  
Witness/Bank Officer **Annabelle SMYTH**  
255 George Street, Sydney NSW

REGISTERED



29.10.2003

# PLAN FORM 2 (APPROVED FORM 3)

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



*Michael Gordon Dockson*  
 1001 Park Road  
 Edgeworth  
 NSW 1522

Mortgage Lender Mortgage No. 626955  
 Signed at Sydney NSW  
 2003 by Michael Gordon Dockson  
 by Ross Mary Ferguson  
 solicited pursuant to Power of Attorney  
 No. 548 Book 3234

Witnessed by  
 Antabellie SMYTH  
 255 George Street, Sydney NSW

## Department of Lands Approval

I, Michael Gordon Dockson, in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation  
 of the land shown herein have been given.  
 Signature: Michael Gordon Dockson  
 Date: 17-04-03  
 File Number: 170200P-ST011-2.9.03.DWG  
 Office: Edgeworth

## Subdivision Certificate

I certify that the provisions of a 100% of the Environmental Planning  
 and Assessment Act 1979 have been complied with in relation to the  
 proposed

Subdivision  
 (Insert subdivision or lot number)

As authorised surveyor, I have examined the plan and  
 certify that it is in accordance with the provisions of the  
 Environmental Planning and Assessment Act 1979 and the  
 Land Use Management and Planning Act 1999.

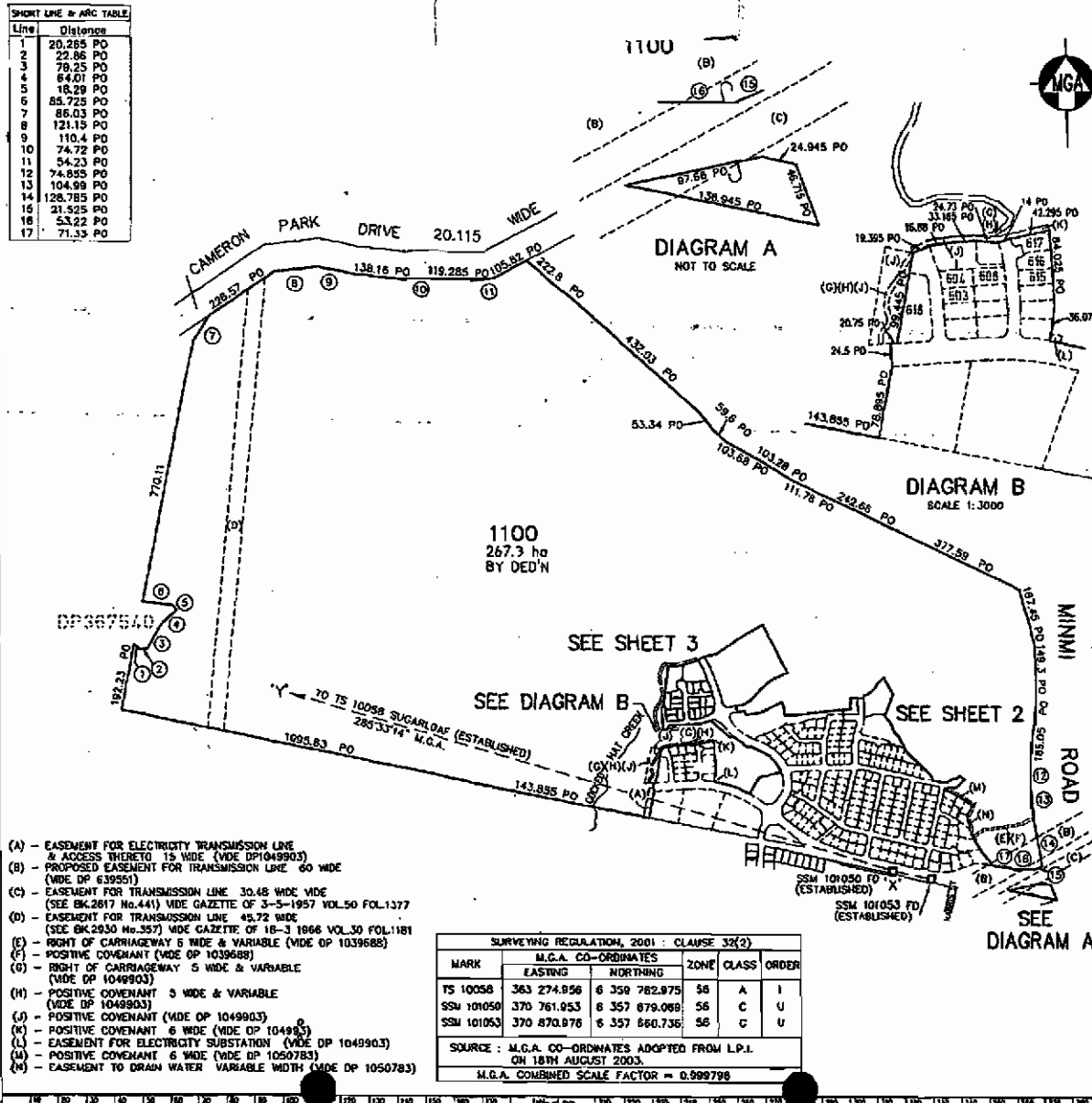
Date of Endorsement: 17-04-03  
 Accreditation No.: 201-229 Stage 1

The plan is to be lodged at the Department of Lands  
 and the plan is to be lodged at the Department of Lands  
 and the plan is to be lodged at the Department of Lands

When the plan is to be lodged at the Department of Lands  
 it should include a statement of the surveyor's intention  
 to create public roads or to create public reserves, drainage  
 easements, restrictions on the use of land or positive covenants.

Date of lodgement: 17-04-03  
 Surveyor's Reference: 170200P-ST011-2.9.03.DWG

Line	Distance
1	20.285 PO
2	22.86 PO
3	79.25 PO
4	64.01 PO
5	18.29 PO
6	85.725 PO
7	86.03 PO
8	121.15 PO
9	110.4 PO
10	74.72 PO
11	54.23 PO
12	74.805 PO
13	104.98 PO
14	128.785 PO
15	21.525 PO
16	53.22 PO
17	71.33 PO



- (A) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERE TO 15 WIDE (WIDE DP1049903)
- (B) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (WIDE DP 639551)
- (C) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (WIDE DP 639551)
- (D) - EASEMENT FOR TRANSMISSION LINE 45.72 WIDE (WIDE DP 639551)
- (E) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (WIDE DP 1039688)
- (F) - POSITIVE COVENANT (WIDE DP 1039688)
- (G) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (WIDE DP 1049903)
- (H) - POSITIVE COVENANT 5 WIDE & VARIABLE (WIDE DP 1049903)
- (I) - POSITIVE COVENANT (WIDE DP 1049903)
- (J) - POSITIVE COVENANT 6 WIDE (WIDE DP 1049903)
- (K) - EASEMENT FOR ELECTRICITY SUBSTATION (WIDE DP 1049903)
- (L) - POSITIVE COVENANT 6 WIDE (WIDE DP 1050783)
- (M) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (WIDE DP 1050783)

DP1053815

Registered: 29-10-2003

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U5450-2, 18, 12

Last Plan: DP 1050783

PLAN OF SUBDIVISION OF LOT 1000 DP 1050783

Lengths are in metres. Reduction Scale 1: 8000

LGA: LAKE MACQUARIE

Locality: EDGEWORTH

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets

Survey Certificate  
 Surveying Regulation, 2001  
 of MICHAEL GORDON DOCKSON  
 of 241 DENISON STREET, BROCKMERE NSW  
 a surveyor registered under the Surveying Act, 2000  
 survey certify that the survey represented in this plan  
 is accurate, has been made in accordance with the  
 Surveying Regulation, 2001 and was completed on  
 17-04-03  
 the survey relates to L.P.I. 1100, 12, 1122.

Plan used in preparation of Survey/Completion  
 DP 877340 DP 1035542 DP 1050783  
 DP 639551 DP 1036818  
 DP 881455 DP 1038688  
 DP 530909 DP 1040711  
 DP 20207 DP 1040720  
 DP 876218 DP 1049903

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

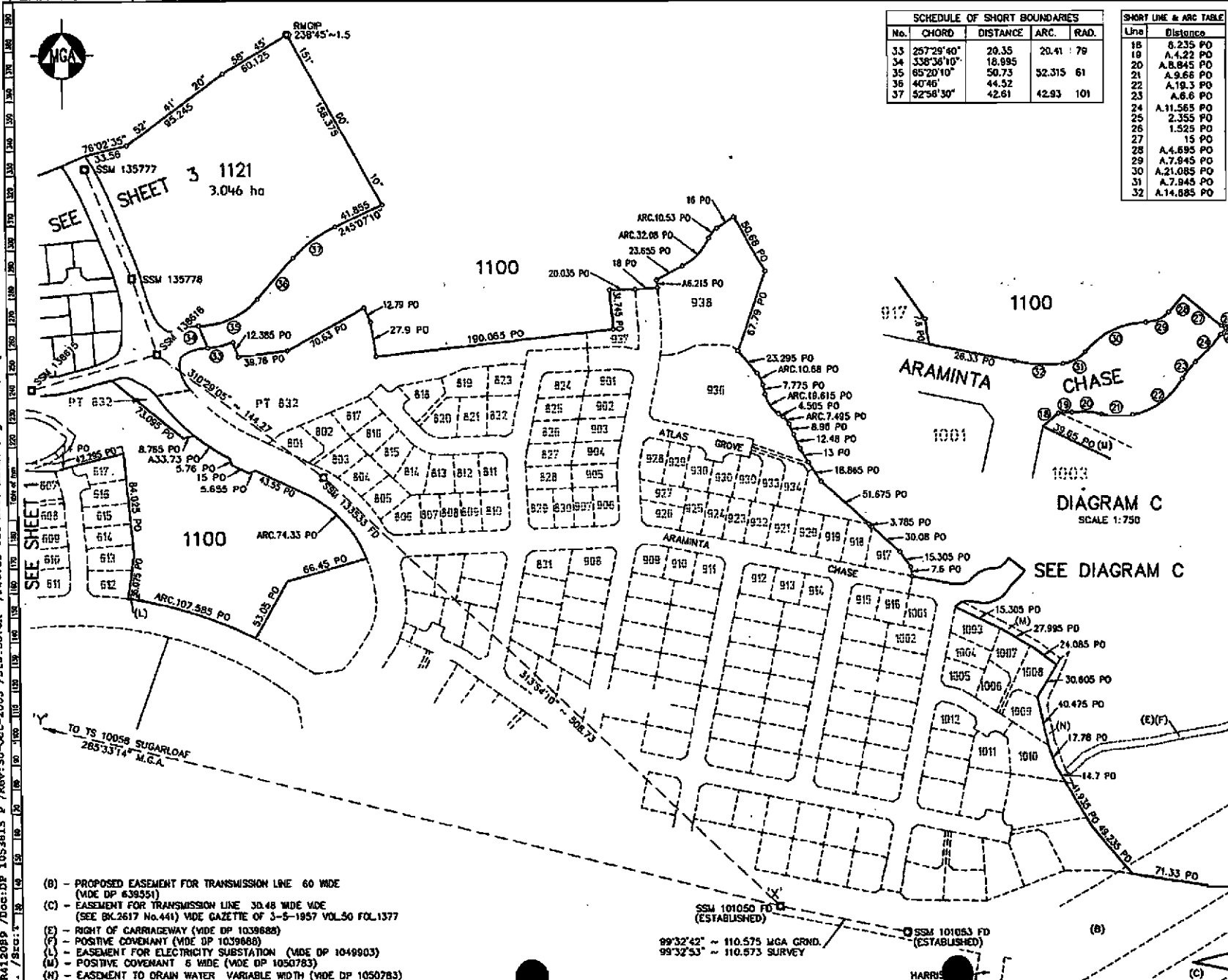
PURSUANT TO SECTION 858 OF THE CONVEYANCING ACT 1919-64 AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE
2. EASEMENT TO DRAIN WATER 3 WIDE
3. RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
4. POSITIVE COVENANT 6 WIDE & VARIABLE
5. POSITIVE COVENANT 30 WIDE & VARIABLE
6. POSITIVE COVENANT 6 WIDE
7. RESTRICTION AS TO USER
8. RESTRICTION AS TO USER
9. RESTRICTION AS TO USER

IT IS INTENDED TO CREATE LOT 1122 AS PUBLIC RESERVE  
 IT IS INTENDED TO DEDICATE DUNSTON PLACE, HARRIS CLOSE AND HARRIS SQUARE AND THE EXTENSION OF CONSTITUTION DRIVE TO THE PUBLIC AS PUBLIC ROAD.

Filename: 170200P-ST011-2.9.03.DWG

OFFICE USE ONLY



SCHEDULE OF SHORT BOUNDARIES			
No.	CHORD	DISTANCE	ARC. RAD.
33	257'29'40"	20.35	20.41 : 79
34	338'36'10"	18.995	
35	85'20'10"	50.73	52.315 61
36	40'46"	44.32	
37	52'58'30"	42.61	42.93 101

SHORT LINE & ARC TABLE	
Line	Distance
18	8.235 PO
19	A.4.22 PO
20	A.8.845 PO
21	A.9.66 PO
22	A.19.3 PO
23	A.6.6 PO
24	A.11.565 PO
25	2.355 PO
26	1.525 PO
27	15 PO
28	A.4.895 PO
29	A.7.945 PO
30	A.21.085 PO
31	A.7.945 PO
32	A.14.895 PO

DP1053815

Registered CR 29.10.2009

This is sheet 2 of my plan in 3 sheets dated 28TH AUGUST 2003

Mylookson

Surveyor registered under Surveying Act, 2002

This is sheet 2 of my plan in 3 sheets covered by Subdivision Certificate No. DP1.239 of 17-01-03

Authorised Person/Overseer/Inspector/Assistant-Surveyor

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

DIAGRAM C  
SCALE 1:750

SEE DIAGRAM C

- (B) - PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (VIDE DP 639551)
- (C) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE (SEE BK.2617 No.441) VIDE GAZETTE OF 3-5-1957 VOL.50 FOL.1377
- (E) - RIGHT OF CARRIAGEWAY (VIDE DP 1039688)
- (F) - POSITIVE COVENANT (VIDE DP 1039688)
- (G) - EASEMENT FOR ELECTRICITY SUBSTATION (VIDE DP 1049903)
- (H) - POSITIVE COVENANT 5 WIDE (VIDE DP 1050783)
- (N) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1050783)

99°32'42" ~ 110.575 MGA GRID.  
99°32'53" ~ 110.575 SURVEY

SSM 101050 PO (ESTABLISHED)

SSM 101053 PO (ESTABLISHED)

Plan Drawing only to appear in this space

Reduction Ratio 1 : 2000

SURVEYOR'S REFERENCE : 17029\_STAGE 11

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	TYPE
a	83°05'10"	1.5	GIP
b	44°	4.56, 12.63	DH&WS
c	100°00'	3.56, 9.92	DH&WS
d	355°06'40"	3.245, 9.59	DH&WS
e	257°31'	3.435, 11.76	DH&WS
f	278°29'35"	15.345	SSM 135781
g	235°41'05"	3.63, 21.255	DH&W
h	175°06'40"	1.34, 7.455	DH&W
i	53°22'	22.11	SSM 138615
j	340°00'	3.33, 11.545	DH&WS
k	2°59'	4.07, 15.245	DH&WS
l	163°46'45"	1.435, 8.095	DH&WS
m	259°28'35"	18.545	SSM 135778
n	247°52'	3.37, 16.515	DH&WS
o	247°52'	3.38, 16.535	DH&WS
p	259°18'	17.89	SSM 135777
q	338°36'30"	3.815, 15.44	DH&WS
r	248°34'30"	3.835, 19.335	DH&WS

- (G) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (VIDE DP 1049903)  
 (H) - POSITIVE COVENANT 5 WIDE & VARIABLE (VIDE DP 1049903)  
 (AA) - EASEMENT TO DRAIN WATER 2 WIDE  
 (BB) - EASEMENT TO DRAIN WATER 3 WIDE  
 (CC) - RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE  
 (DD) - POSITIVE COVENANT 6 WIDE & VARIABLE  
 (EE) - POSITIVE COVENANT 30 WIDE & VARIABLE  
 (FF) - POSITIVE COVENANT 6 WIDE

SCHEDULE OF EASEMENT BOUNDARIES

Line	Bearing	Distance
88	327°22'45"	5.000
89	47°16'50"	10.595
90	52°12'40"	12.15
91	181°2'10"	4.8
92	309°47'	17.16
93	20°40'40"	11.235
94	291°43'30"	14.82
95	92°24'05"	38.615
96	260°24'43"	12.53
97	249°30'05"	17.49
98	265°25'50"	10.32
99	132°32'05"	12.785
100	157°55'30"	20.53
101	172°30'05"	20.62
102	7°56'10"	15.62
103	21°32'50"	13.655
104	291°41'10"	22.325
105	105°4'05"	16.4
106	168°42'05"	43.2
107	180°54'30"	18.055
108	22°11'55"	20.29
109	38°20'10"	7.415
110	62°26'30"	7.735
111	101°06'10"	17.505
112	83°05'10"	12.885
113	77°40'25"	31.075
114	70°06'45"	28.545

SCHEDULE OF SHORT BOUNDARIES

No.	CHORD	DISTANCE	ARC.	RAD.
38	130°06'40"	5.655		
39	40°06'40"	5.655		
40	325°41'	14.25	14.895	14.5
41	157°27'20"	28.485	40.085	14.5
42	123°38'45"	14.04	14.66	14.5
43	163°30'30"	5.665	5.705	14.5
44	130°06'40"	5.655		
45	40°06'40"	5.655		
46	355°06'40"	6.5		
47	85°06'40"	6.5		
48	85°06'40"	4.5		
49	175°06'40"	6.5		
50	130°06'40"	5.655		
51	220°06'40"	5.655		
52	130°06'40"	5.655		
53	259°25'30"	11.395	11.415	57.5
54	73°44'20"	4.755		
55	71°36'50"	7.16	7.16	96.5
56	66°01'10"	11.675	11.68	96.5
57	58°30'40"	3.735	3.735	26.5
58	36°54'55"	9.955	10.11	16.5
59	13°59'40"	14.305	14.325	76.5
60	7°49'15"	2.16	2.16	76.5
61	355°35'40"	12.39	12.475	31.3
62	344°51'50"	18.845	18.845	703.5
63	163°59'15"	11.21	11.21	240
64	160°15'25"	20.036	20.04	240
65	152°10'10"	33.64	33.7	170
66	143°15'40"	2.955		
67	143°15'40"	4.13	4.135	31.5
68	131°51'10"	12.38	12.415	46.5
69	104°35'50"	3.02	3.08	4.5
70	258°58'20"	8.735	8.765	31.3
71	79°25'40"	14.22	14.3	39.1
72	355°06'40"	6.555		
73	40°06'40"	5.655		
74	259°25'30"	14.365	14.39	72.5
75	73°44'20"	5		
76	77°17'	7.395	7.415	30.565
77	101°07'20"	3.775	3.83	6.5
78	298°00'45"	13.38		
79	131°24'	12.27	12.385	26.5
80	335°59'25"	21.345	21.62	39
81	180°33'15"	1.96	1.97	6.5
82	91°41'0"	2.08		
83	91°41'0"	2.53		
84	28°08'15"	0.97	0.99	1.5
85	59°36'45"	9.145	9.215	21
86	78°32'25"	13.505	13.53	61
87	345°26'15"	0.935	0.935	240

DP1053815

Registered 29-10-2003

This is sheet 3 of my plan in 3 sheets dated 28TH AUGUST 2003

M. J. Lockson

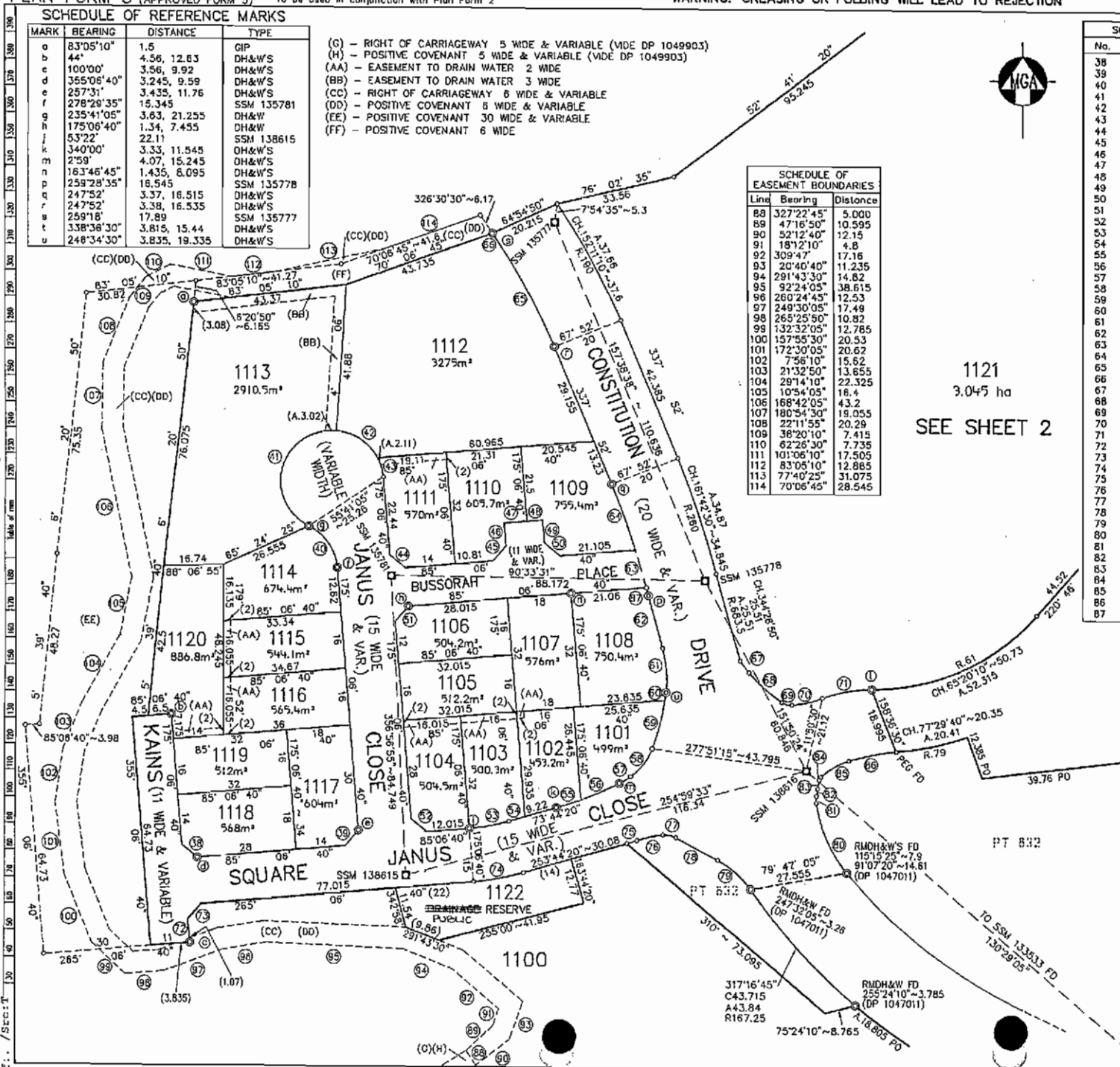
Surveyor registered under Surveying Act, 2002

This is sheet 3 of my plan of 3 sheets covered by Subdivision Certificate No. DP1-239 of 17-09-03

Authorised Person/Deputy Manager/Registered Geometer

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

1121  
3.045 ha  
SEE SHEET 2



Plan Drawing only to appear in this space

Reduction Ratio 1 : 750

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

(Sheet 1 of 4 Sheets)

**DP1061384**

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

Full name and address  
 of the owner of the land:

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

Full name and address  
 of the mortgagee of the land:

National Australia Bank  
 Beaumont Street, Hamilton

**Part 1**

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

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

DC: 01-239 pt 10

Authorised Person: [Signature]

Date: 09.1.12 103

[Signature] [Signature]

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

(Sheet 2 of 4 Sheets)

Part 2

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

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

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

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

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

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

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

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

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

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

DP1061384

OK BH

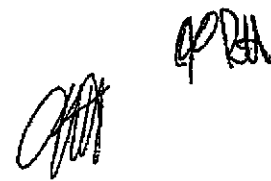


**Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 3 of 4 Sheets)

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

DP1061384



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

(Sheet 4 of 4 Sheets)

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

Lake Macquarie City Council

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

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

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

DP1061384

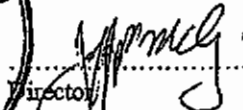


Director

Print Name:

Ross P Howard





Director

Print Name:

Executed by:

Executed by:

Mortgage under Mortgage No. 5264958

Signed at Sydney this 15th day of

December 2003 for National

Australia Bank Limited ABN 12 001 044 007

by Fiona Mary FERGUSON its duly

appointed Attorney under Power of Attorney

No. 549 Book 3034

  
Manager

Witness/Bank Officer Annabelle SMYTH

255 George Street, Sydney NSW

REGISTERED  28 31.12.2003



DP1061384

Registered 18 31.12.2003

This is sheet 2 of my plan in 3 sheets dated 13TH NOVEMBER 2003

*James Hall*  
Surveyor registered under Surveying Act, 2002

This is sheet 2 of my plan of 3 sheets covered by Subdivision Certificate No DP1-239 of 09-12-03

Authorised Person/General Manager/Corporation/Partnership  
For use where space is insufficient in any panel on Plan Form 3.

Reduction Ratio 1: 2000

PLAN AMENDED IN LPT (NSW) VIDE 2004/1345 28.7.2004

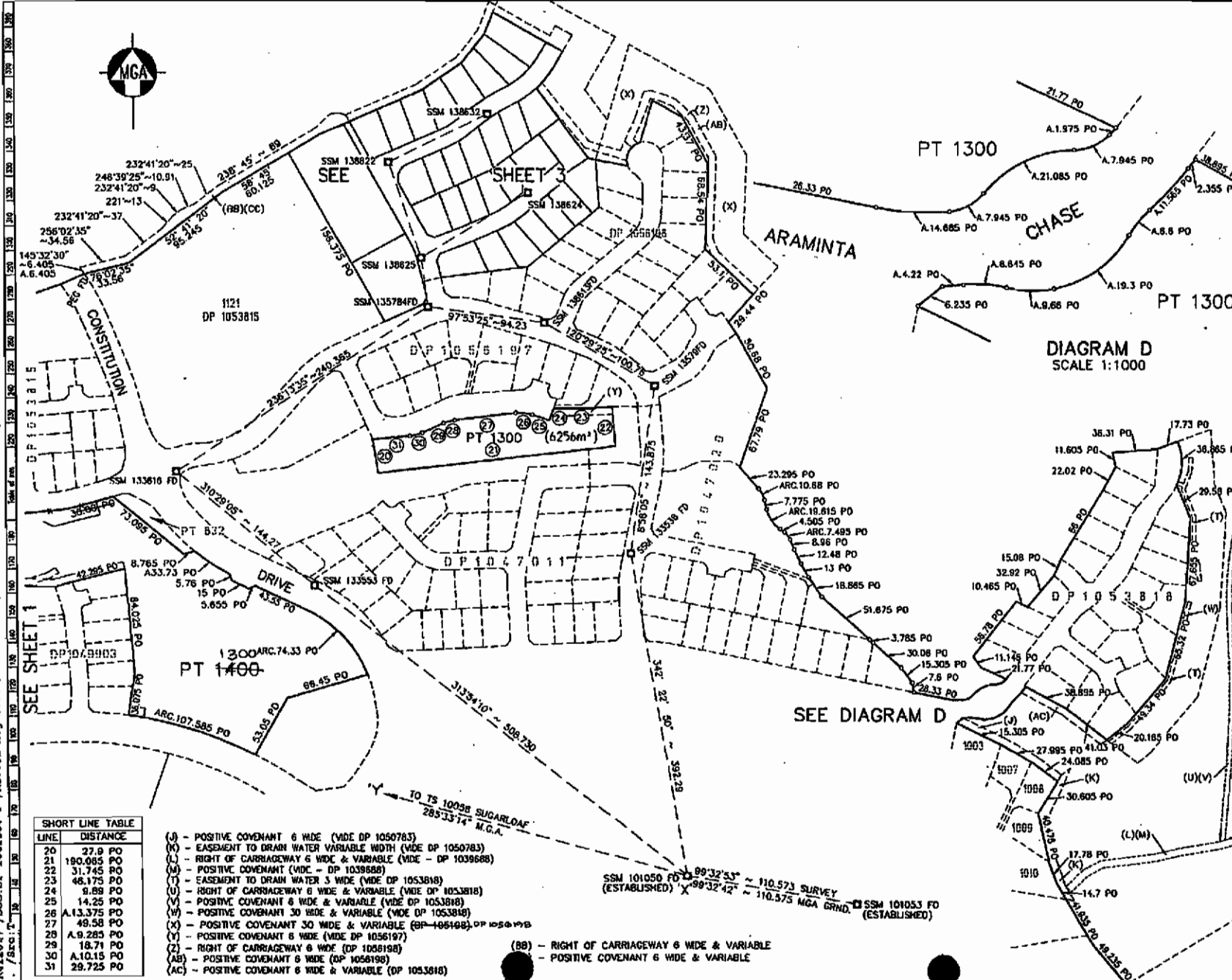


DIAGRAM D  
SCALE 1:1000

SEE DIAGRAM D

LINE	DISTANCE
20	27.9 PO
21	190.085 PO
22	31.745 PO
23	46.175 PO
24	9.88 PO
25	14.25 PO
26	A.13.375 PO
27	49.58 PO
28	A.9.285 PO
29	18.71 PO
30	A.10.15 PO
31	29.725 PO

- (J) - POSITIVE COVENANT 6 WIDE (VIDE DP 1050783)
- (K) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP 1050783)
- (L) - RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE - DP 1039688)
- (M) - POSITIVE COVENANT (VIDE - DP 1039688)
- (N) - EASEMENT TO DRAIN WATER 3 WIDE (VIDE DP 1053818)
- (O) - RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE (VIDE DP 1053818)
- (P) - POSITIVE COVENANT 6 WIDE & VARIABLE (VIDE DP 1053818)
- (Q) - POSITIVE COVENANT 30 WIDE & VARIABLE (VIDE DP 1053818)
- (R) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1056198)
- (S) - POSITIVE COVENANT 6 WIDE (VIDE DP 1056197)
- (T) - RIGHT OF CARRIAGEWAY 6 WIDE (DP 1056198)
- (U) - POSITIVE COVENANT 6 WIDE (DP 1056198)
- (V) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1053818)
- (W) - RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
- (X) - POSITIVE COVENANT 6 WIDE & VARIABLE
- (Y) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1056198)
- (Z) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1056198)
- (AA) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1056198)
- (AB) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1056198)
- (AC) - POSITIVE COVENANT 6 WIDE & VARIABLE (DP 1056198)

# PLAN FORM 3 (APPROVED FORM 5)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO RUINATION

\*OFFICE USE ONLY

SCHEDULE OF CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
40	88°01'30"	2.180	2.180	89
41	158°44'50"	14.015	14.095	52
42	248°47'05"	29.245	29.250	616.36
43	249°23'10"	15.825	15.825	602.36
44	247°52'20"	18.010	16.010	602.36
45	248°29'45"	20.000	20.000	616.36
46	246°20'55"	16.030	16.035	602.36
47	245°17'55"	5.785	5.785	616.36
48	245°18'30"	5.845	5.845	602.36
49	18°44'20"	18.500	20.830	12.5
50	240°38'15"	10.265	10.275	87
51	237°05'55"	14.825	14.870	53
52	232°42'25"	8.270	8.275	67
53	242°38'	10.050	10.055	75
54	233°34'	13.660	13.680	75
55	237°24'30"	18.910	18.990	80
56	49°38'25"	6.290	6.290	142.5
57	48°59'40"	3.595	3.595	157.5
58	54°49'55"	19.885	19.700	142.5
59	53°35'40"	21.875	21.890	157.5
60	61°36'25"	13.990	13.995	142.5
61	60°58'50"	18.905	18.915	157.5
62	242°48'10"	4.190	4.180	75
63	242°42'05"	3.800	3.600	60
64	234°18'10"	18.060	18.105	75
65	230°19'25"	22.195	22.325	80
66	218°30'45"	23.145	23.235	75
67	214°39'05"	10.490	10.500	60
68	320°48'50"	8.79	8.93	14.5

SSM CONNECTIONS		
SSM	BEARING	DISTANCE
130784-138625	352°30'46"	39.95
138625-138622	341°28'02"	81.604
138625-138624	58°25'30"	100.522
138622-138632	63°50'45"	88.076

- (AA) - EASEMENT TO DRAIN WATER 2 WIDE  
 (BB) - RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE  
 (CC) - POSITIVE COVENANT 6 WIDE & VARIABLE  
 (DD) - POSITIVE COVENANT 30 WIDE & VARIABLE  
 (X) - POSITIVE COVENANT 30 WIDE & VARIABLE (DP 1056198)  
 (Z) - RIGHT OF CARRIAGEWAY 6 WIDE (DP 1056198)  
 (AB) - POSITIVE COVENANT 6 WIDE (DP 1056198)

PT 1300

MARK	BEARING	DIST
A	353°21'10"	7.42
B	353°44'40"	4.57
C	160°22'	3.42
D	155°04'50"	3.42
E	155°04'05"	3.42
F	112°05'15"	3.86
G	76°23'50"	4.52
H	154°25'15"	3.27
J	138°20'30"	3.42
K	158°28'30"	3.42
M	132°59'	3.61
N	61°00'10"	3.32
P	55°30'	2.02

MARK	TYPE	ORIGIN
SSM 135784		DP1056197
RMDH&WS		DP1056197
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		
RMDH&WS		

Registered 16 31-12-2003

This is sheet 3 of my plan of 3 sheets dated 13TH NOVEMBER 2003

James Paul

Surveyor registered under Surveying Act 2002

This is sheet 3 of my plan of 3 sheets approved by Subdivision Certificate No DP1-239 of 09-12-03

Authorised Person/Consent-Monopoly/Incorporated-Certifier

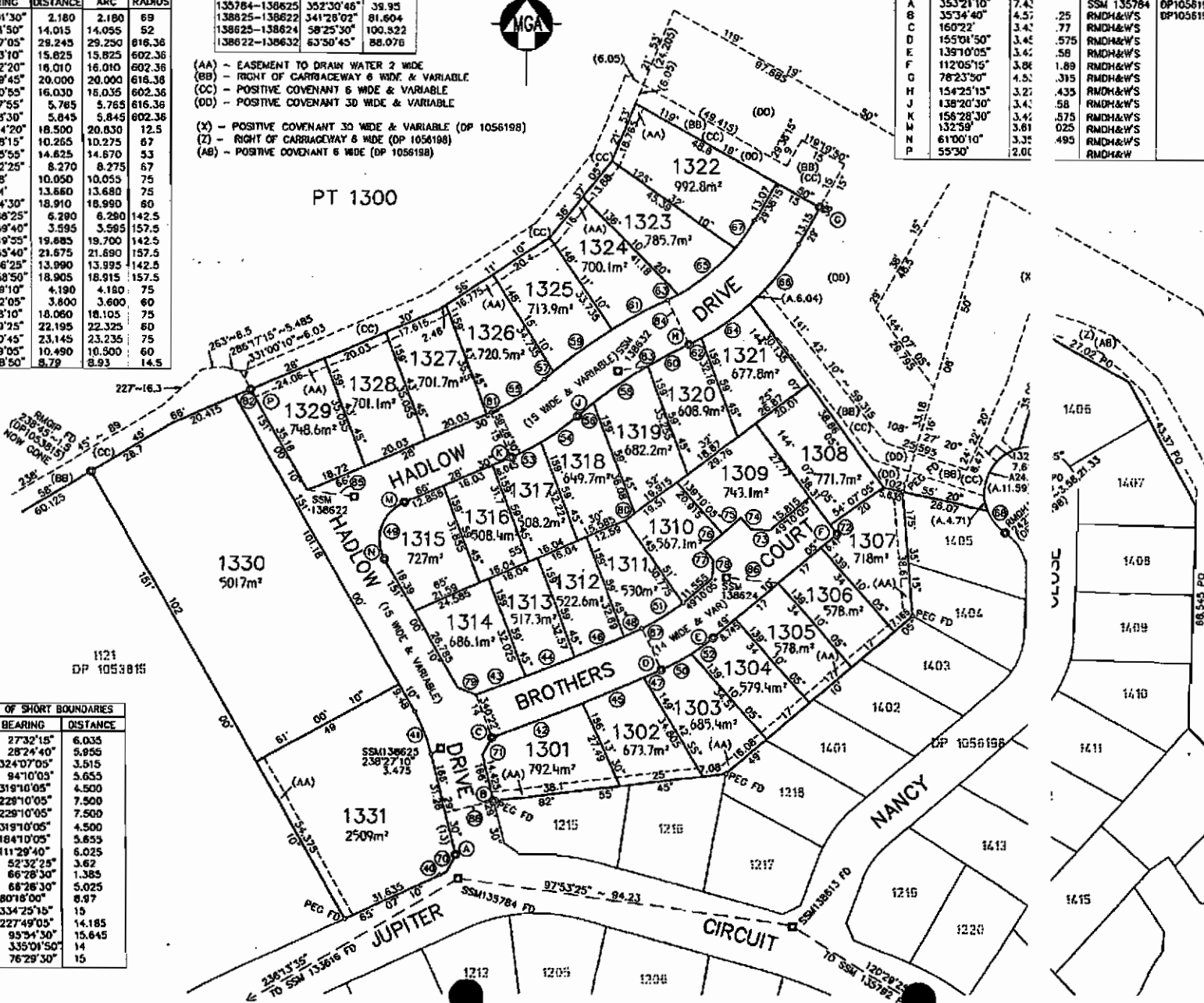
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1 : 800

SURVEYOR'S REFERENCE : 17029 STG\_13

Reg:R412097 /Doc:DP 1061384 P /Rev:02-Aug-2004 /Sta:BC,OK /Pct:23-Oct-2007 11:17 /Pg:ALL /Sec:3 of 3  
 Ref: /Sec:3 of 3  
 Name : 17029DP\_STG13\_18.11.03.DWG

SCHEDULE OF SHORT BOUNDARIES		
LINE	BEARING	DISTANCE
70	27°32'15"	6.035
71	28°24'40"	5.955
72	324°07'05"	3.515
73	94°10'03"	5.655
74	319°10'05"	4.500
75	228°10'05"	7.500
76	228°10'05"	7.500
77	319°10'05"	4.500
78	184°10'05"	5.655
79	111°29'40"	6.025
80	52°32'25"	3.62
81	66°28'30"	1.385
82	68°28'30"	5.025
83	80°18'00"	8.97
84	334°25'15"	15
85	227°49'05"	14.185
86	95°34'30"	15.645
87	335°01'50"	14
88	76°29'30"	15



Plan Drawing only to appear in this space

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

(Sheet 1 of 4 Sheets)

**DP1068282**

Plan of Subdivision of Lot 1700 D.P.1063098 covered by  
Subdivision Certificate No. SC-71/2004

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	1915 1928 1918 1919 1920 1921	1916 1915, 1916 1917 1918, 1917 1919, 1918, 1917 1920, 1919, 1918, 1917
2	Positive Covenant 6 wide	1900, 1933	Lake Macquarie City Council
3	Positive Covenant 30 wide & variable	1933	Lake Macquarie City Council
4	Right of Carriageway 6 wide & variable	1900, 1933	Lake Macquarie City Council
5	Positive Covenant 6 wide & variable	1900, 1933	Lake Macquarie City Council
6	Restriction as to User	1922-1929 1931, 1932	Lake Macquarie City Council
7	Restriction as to User	1922-1929 1931, 1932, 1913, 1901	Lake Macquarie City Council
8	Restriction as to User	1901-1930 incl	Every other lot except 1900 & 1933
9	Restriction as to User	1914, 1916, 1930, 1931	Lake Macquarie City Council

*DA* *[Signature]*

*[Signature]*

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

(Sheet 2 of 4 Sheets)

Part 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DP1068282



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

(Sheet 3 of 4 Sheets)

- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
  - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
  - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
  - (iii) In this sub-clause "corner lot" shall mean lots 1901, 1913, 1914, 1921, 1922, 1929, 1931, 1932
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Terms of easement, profit and pendre, restriction, or positive covenant numbered 9 in the plan:

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

**DP1068282**



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

(Sheet 4 of 4 Sheets)

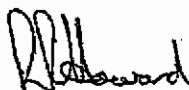
Name of person empowered to release, vary or modify restriction or positive covenant numbered 1-7 & 9 inclusive in the plan.

Lake Macquarie City Council

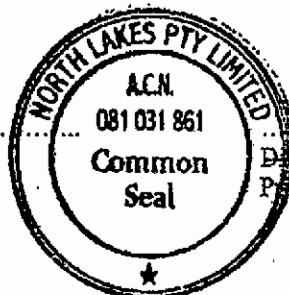
Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 inclusive in the plan.


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

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



Director  
Print Name:



  
Secretary  
Print Name:

Executed by:

Executed by:

DP1068282

Mortgages under Mortgage No. 5264958

Signed at Sydney this 16th day of July 2004 for National

Australia Bank Limited ABN 12 004 044 937

by Sarah Marie WHITE its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
Manager

Witness/Bank Officer Mandy Saff  
255 George Street, Sydney NSW

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

SC- 71, 2004

Authorised Person: 

Date: 13.10.2004

REGISTERED  19.08.2004

# PLAN FORM 2 (APPROVED FORM 3)

Plan Drawing only to appear in this space

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

Attd 02/04/01



*Philip Howard*  
Philip Howard  
DIRECTOR

As Director of the Department of Lands and Water, I hereby certify that the plan is a true and correct copy of the original plan as submitted to me by the Surveyor-General, and that the plan is in accordance with the provisions of the Survey Act, 1980, and the Survey Regulations, 1980.

By *Philip Howard*  
Philip Howard  
DIRECTOR  
205 George Street, Sydney NSW

## Department of Lands Approval

I, *Philip Howard*, in approving this plan certify that all necessary approvals in regard to the dedication of the land shown herein have been given.

Signature: *Philip Howard*  
Date: *11/02/01*  
File Number: *DP1068282*  
Office: *Sydney*

## Subdivision Certificate

I certify that the provisions of 1980 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

*Philip Howard*  
Philip Howard  
DIRECTOR

As Director of the Department of Lands and Water, I hereby certify that the plan is a true and correct copy of the original plan as submitted to me by the Surveyor-General, and that the plan is in accordance with the provisions of the Survey Act, 1980, and the Survey Regulations, 1980.

By *Philip Howard*  
Philip Howard  
DIRECTOR  
205 George Street, Sydney NSW

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

LINE	DISTANCE
1	20.385 PO
2	22.86 PO
3	79.25 PO
4	94.01 PO
5	18.29 PO
6	88.725 PO
7	86.03 PO
8	74.855 PO
9	104.99 PO
10	128.785 PO
11	21.525 PO
12	53.22 PO
13	71.33 PO

- (A) - EASEMENT FOR TRANSMISSION LINE 60 WIDE (WIDE AA447313)  
(B) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE (SEE BK2617 No.441) VIDE GAZETTE OF 3-5-1957 VOL.50 FOL1377  
(C) - EASEMENT FOR TRANSMISSION LINE 45.72 WIDE WIDE (SEE BK2830 No.357) VIDE GAZETTE OF 16-3 1966 VOL.50 FOL1181

DP1068282 (E)

Registered: 19.08.2001

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U5450-2 & 12

U5457-7 & 8

Last Plan: DP1063098

PLAN OF SUBDIVISION OF LOT 1700 DP 1063098

Lengths are in metres. Reduction Ratio 1: 8000

L.O.A.: LAKE MACQUARIE

Locality: CAMERON PARK

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 3 of my plan in 5 sheets (Prints if applicable)

Survey Certificate  
Surveying Regulation 2001

1. JAMES BRIAN COSHILL

of HARPER SQUARE CONSULTANTS

241 DENISON STREET BROADMEADOW

a company registered under the Surveying Act, 2003

hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulations, 2001 and was completed on 18th June 2001.

The survey relates to LOTS 1800 TO 1853

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

Signature: *James Brian Coshill* Date: *18-6-2001*

Surveyor registered under the Surveying Act, 2003

Order Line: "X" "Y"

Type: Urban/Rural

Plans used in preparation of Survey/Completion:

DP 1063098 DP 816113

DP 1016351 DP 816181

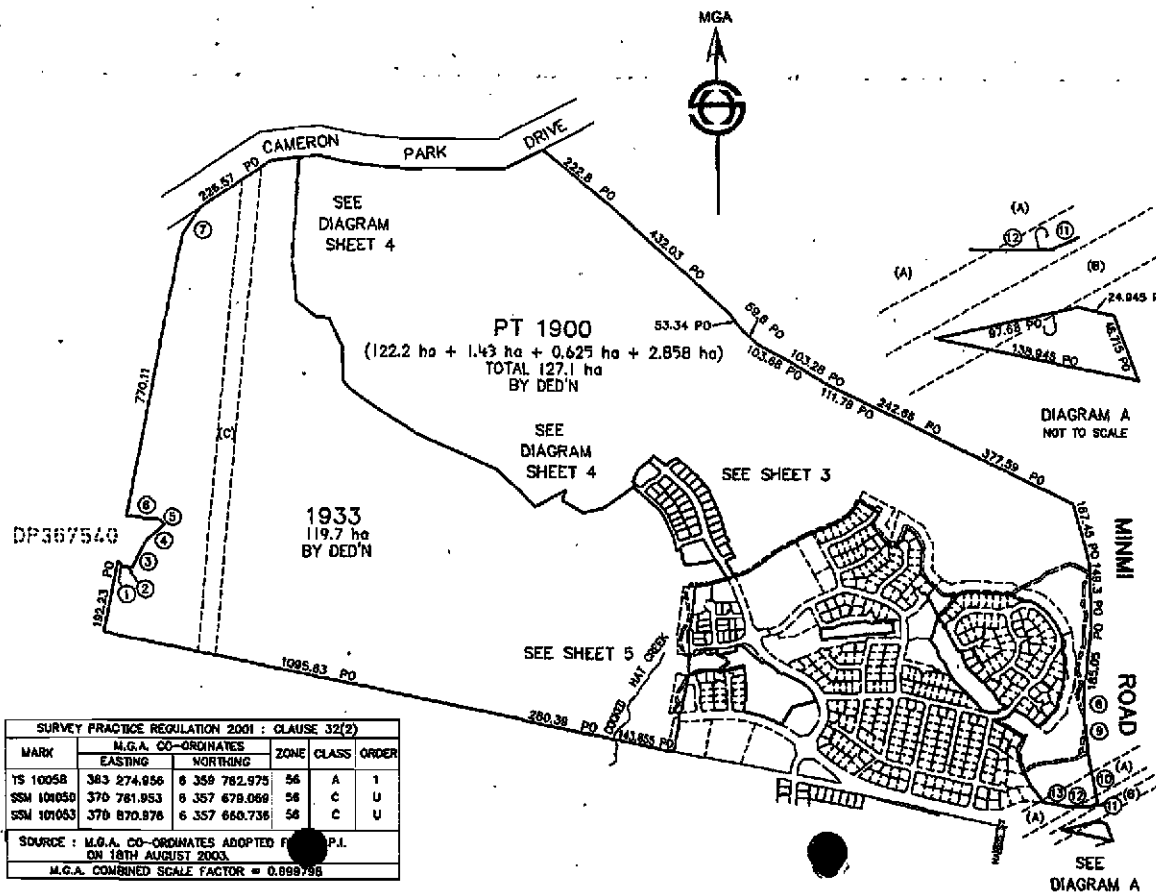
DP 1034558

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1984, AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE
2. POSITIVE COVENANT 6 WIDE
3. POSITIVE COVENANT 30 WIDE & VAR
4. RIGHT OF CARRIAGEWAY 6 WIDE & VAR
5. POSITIVE COVENANT 6 WIDE & VAR
6. RESTRICTION AS TO USER
7. RESTRICTION AS TO USER
8. RESTRICTION AS TO USER
9. RESTRICTION AS TO USER

IT IS INTENDED TO DEDICATE THE EXTENSION OF CONSTITUTION DRIVE, CANADA CRESCENT, HUGGERLY AVENUE AND DROMEDARY STREET TO THE PUBLIC AS PUBLIC ROAD.

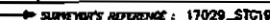


SURVEY PRACTICE REGULATION 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
TS 10058	383 274.856	6 359 782.975	56	A	1
SSM 101050	370 781.953	6 357 678.068	56	C	U
SSM 101053	370 870.876	6 357 660.736	56	C	U

SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM P.I. ON 18TH AUGUST 2003.  
M.G.A. COMBINED SCALE FACTOR = 0.899796

For use where space is (sufficient) in any parcel on  
Plan Form 2.





DP1068282

Registered 19.08.2004

This is sheet 4 of my plan in 5 sheets dated 15TH JUNE 2004

*Signature*

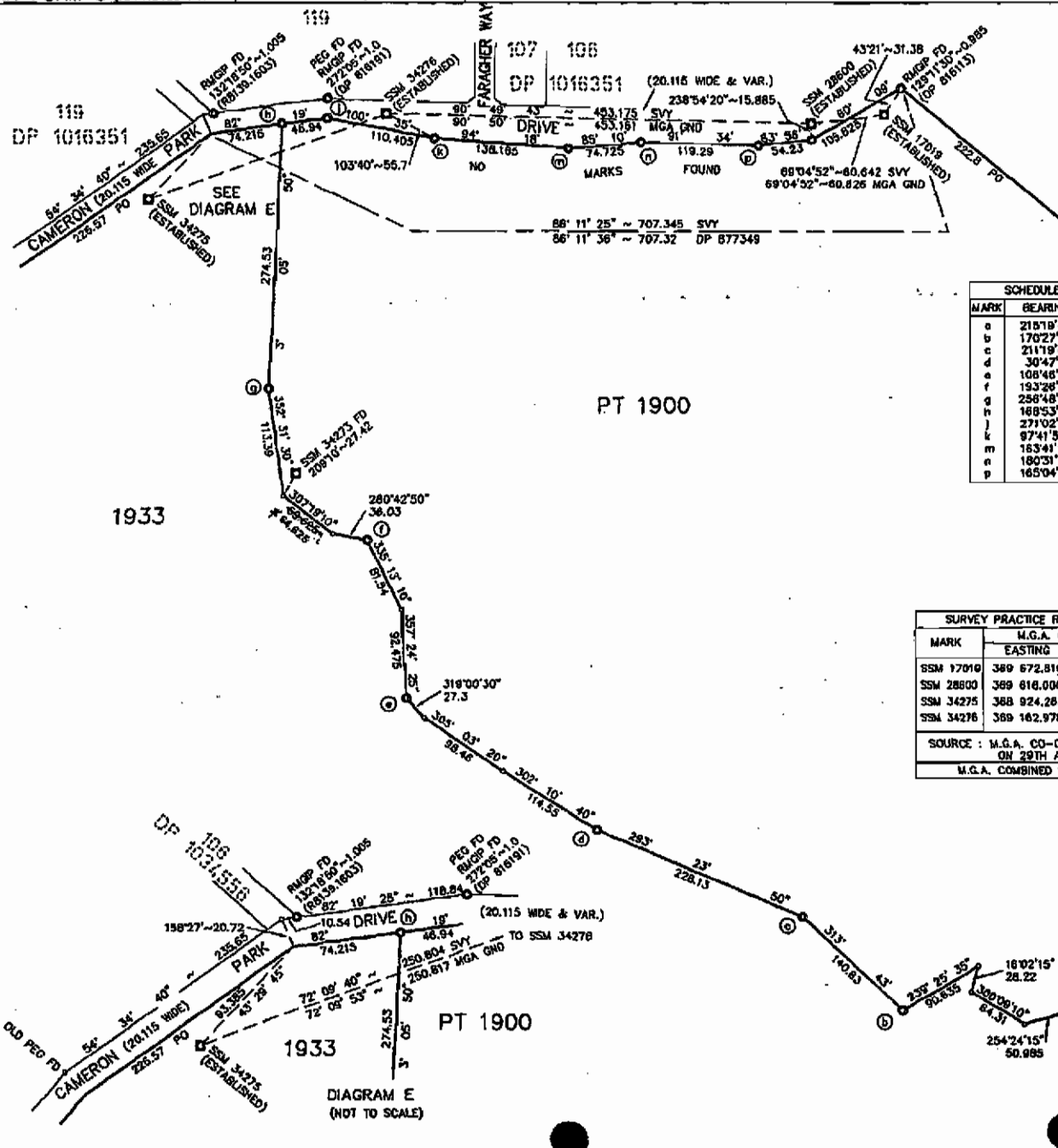
Survey registered under Surveyors Act 1920

This is sheet 4 of my plan in 5 sheets covered by Subordinate Certificate No. 20-71/2004 of 15/07/04

4.0

Authorised Person/General Manager/Executive Officer

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

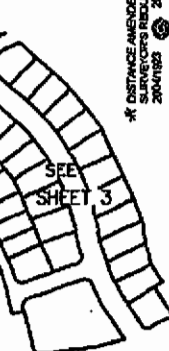


SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	REMARK
a	215°19'40"	1	RMGP
b	170°27'	0.87	RMGP
c	211°19'40"	1.34	RMGP
d	30°47'35"	0.78	RMGP
e	108°48'25"	0.98	RMGP
f	193°28'40"	0.68	RMGP
g	258°48'10"	3.35	RMGP
h	168°53'50"	2.41	RMGP
i	271°02'30"	1.7	RMGP
j	97°41'50"	2.28	RMGP
m	163°41'10"	3.0	RMGP
n	180°31'	4.25	RMGP
p	165°04'20"	2.53	RMGP

SURVEY PRACTICE REGULATION 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
SSM 17019	389 672.819	6 359 387.382	58	C	3
SSM 28600	389 616.000	6 359 375.720	58	B	2
SSM 34275	388 924.283	6 359 305.804	58	B	U
SSM 34276	389 162.978	6 359 382.309	58	B	U

SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM L.P.I. ON 29TH APRIL 2004.  
M.G.A. COMBINED SCALE FACTOR = 0.999797

\* DISTANCE ANGLED IN L.P.I. AT SURVEYORS REQUEST USE 2004/1923 25.10.2004



Reduction Ratio 1 : 3000

- (D) - RIGHT OF CARRIAGEWAY 5 WIDE & VARIABLE (VIDE DP 1049903)
- (E) - POSITIVE COVENANT 5 WIDE & VARIABLE (VIDE DP 1049903)
- (F) - POSITIVE COVENANT (VIDE DP 1049903)
- (G) - POSITIVE COVENANT 6 WIDE (VIDE DP 1049903)
- (H) - EASEMENT FOR ELECTRICITY SUBSTATION (VIDE DP 1049903)
- (N) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE & ACCESS THERETO 15 WIDE (VIDE DP 1049903)
- (P) - RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (VIDE DP 1053815)
- (Q) - POSITIVE COVENANT 6 WIDE & VARIABLE (VIDE DP 1053815)
- (R) - POSITIVE COVENANT 30 WIDE & VARIABLE (VIDE DP 1053815)
- (S) - POSITIVE COVENANT 6 WIDE (VIDE DP 1053815)



DP1068282

Registered 19.08.2004 \*

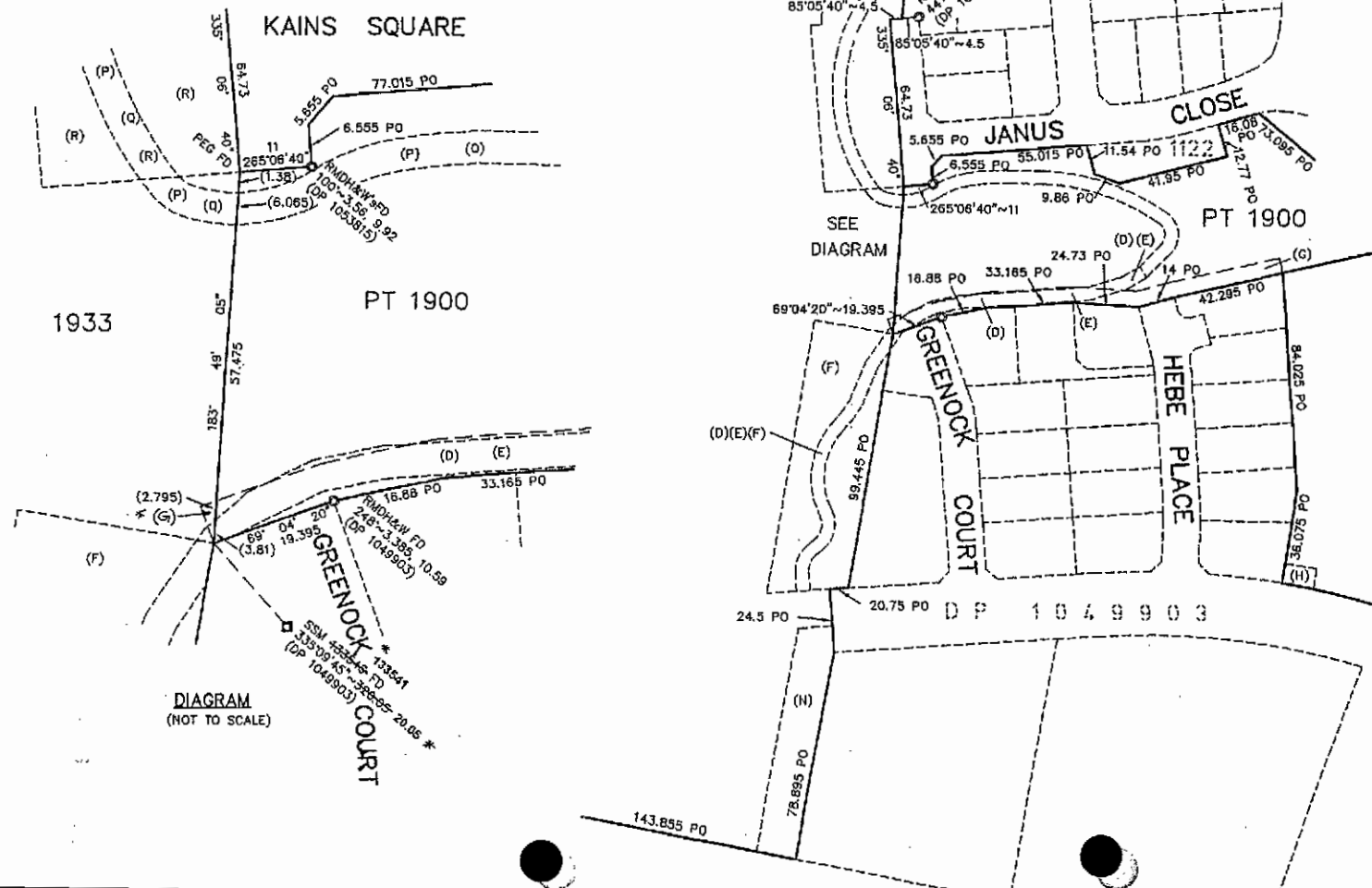
This is sheet 5 of my plan in 5 sheets  
dated 18TH JUNE 2004

Surveyor registered under Surveyors Act 1928

This is sheet 5 of my plan of 5 sheets  
covered by Subdivision Certificate No. 22-71/2004  
of 13/07/04

Authorised Person/Manager/Registered-Partner

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



\* TO BE ADDED, SSIM 103541 AND 20.5  
AMENDED IN LEX 103541  
SURVEYORS REQUEST VIDE  
2004/1523 21.10.2004

Reduction Ratio 1: 1250

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 OF THE CONVEYANCING  
ACT 1919**

(Sheet 1 of 6 sheets)

**DP1084884**

of Easement over Lot 1933 DP 1068282.  
Covered by Council's Certificate No.  
Date:

Full name and address  
of proprietor of Land:

North Lakes Pty Ltd  
ACN 081 031 861  
364 Pacific Highway  
BELMONT NORTH NSW 2280

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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 Asset Protection Zone 10.5 metres wide	1933 DP 1068282	1932 DP 1068282
2.	Right of Access 11 wide & variable	1933 DP 1068282	1932 DP 1068282

(Sheet 2 of 6 sheets)

**DP1084884**

Plan of Easement over Lot 1933 DP 1068282  
Covered by Certificate No.

**Part 2**

**1. Terms of Easment for Asset Protection Zone 10.5 metres wide firstly referred to in the abovementioned plan**

1. Full and free right for every person who is at any time entitled to an estate or interest in the Lot Benefited or any part thereof ("grantee") and every person authorised by the grantee, from time to time, and at all times to enter onto the Lot Burdened within the site of the easement indicated on the plan ("Asset Protection Zone") together with the right to carry out bushfire hazard reduction work in the Asset Protection Zone to manage or reduce the bushfire hazard to the improvements on the Lot Benefited and to do anything reasonably necessary for that purpose including but not limited to:
  - (a) the establishment or maintenance of fire breaks within the Asset Protection Zone;
  - (b) the controlled application of appropriate fire regimes or other means for the restriction or modification of available fuels in the Asset Protection Zone to mitigate against the spread of a bushfire;
  - (c) entering upon and obtaining access to the Asset Protection Zone at any time with surveyors, workman, vehicles, materials, machinery or implements or any other necessary things or persons; and
  - (d) placing and leaving on while work is being undertaken, or removing from, the Asset Protection Zone all necessary materials, machinery, implements and other things.
2. In exercising its rights the grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the registered proprietor of the Lot Burdened and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) make good within a reasonable time any damage it causes to the surface of the Lot Burdened and any improvement on it; and
  - (e) restore the Lot Burdened as nearly as practicable to its former condition and make good any collateral damage.
3. The registered proprietor of the Lot Burdened must not:
  - (a) do or permit or suffer anything to be done which may result in the Asset Protection Zone being interfered with or compromised in terms of its capacity to reduce the bushfire hazard to the improvements on the Lot Burdened; or

(Sheet 3 of 6 sheets)

**DP1084884**

Plan of Easement over Lot 1933 DP 1068282  
Covered by Certificate No.

- (b) erect or permit to be erected any building or other erection of any kind or description on over or under the Asset Protection Zone or carry out any form of construction affecting the surface, under surface of subsoil of the Asset Protection Zone or place any item whatsoever upon the surface of the Asset Protection Zone which may obstruct or interfere with access to the Asset Protection Zone without the prior written consent of the grantee or interfere with the capacity of the Asset Protection Zone to reduce the bushfire hazard to the improvements on the Lot Benefited.
4. The grantee and the registered proprietor of the Lot Burdened covenant and agree that:
- (a) the grantee will maintain the Asset Protection Zone being the subject of this easement so that the Asset Protection Zone possesses at all relevant times the following characteristics:
- The Ground fuel / understorey will be maintained to a level of 6 tonnes / hectare or less.
- The cost of such maintenance and repair shall be borne by the grantee;
- (b) the grantee is to undertake routine maintenance of the Asset Protection Zone and must repair any damage it causes to the Lot Burdened;
- (c) the grantee indemnifies and keeps indemnified the registered proprietor of the Lot Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the registered proprietor of the Lot Burdened to the extent that they arise because of the exercise by the grantee of its rights under this easement and all costs and charges and expenses which the registered proprietor of the Lot Burdened may incur as a result of any act or omission of the grantee to the extent that they arise because of the exercise by the grantee of its rights, or the grantees failure to comply with its obligations under this easement; and
- (d) without limiting 4(c) above, the grantee and the registered proprietor of the Lot Burdened acknowledge that, from time to time, the local authority for the Land under the *Rural Fires Act 1997* ("Rural Fires Act") or the Commissioner under section 12A of the *Rural Fires Act* may issue notices to the registered proprietor or occupier of the Lot Burdened in respect of the Land pursuant to section 66 of the *Rural Fires Act*.

Where a notice referred to in this clause 4(d) is issued to the registered proprietor of the Lot Burdened, the registered proprietor must provide a copy of the notice to the grantee as soon as practicable after receiving the notice.

Upon receipt of a copy of the notice referred to in this clause 4(d) the grantee must comply with the terms of such a notice:

- (i) within the time specified in the notice; and
- (ii) at the grantee's expense.

(Sheet 4 of 6 sheets)

**DP1084884**

Plan of Easement over Lot 1933 DP 1068282  
Covered by Certificate No.

Where;

- (i) the grantee fails to comply with the terms of a notice referred to in this clause 4(d); and
- (ii) the local authority or the Commissioner elects to perform the work the subject of such a notice; and
- (iii) the local authority or the Commissioner seeks to recover the costs of performing such work from the registered proprietor of the Lot Burdened, pursuant to section 70 of the Rural Fires Act,

the grantee indemnifies the registered proprietor of the Lot Burdened from any costs, liabilities, fines or other actions which may arise by virtue of the operation of section 70 of the Rural Fires Act; and

- (e) the grantee agrees that the use will be abandoned and the Easement will be released if:
  - (i) the grantee intends to permanently cease using the Asset Protection Zone; or
  - (ii) the local authority or the Commissioner under the Rural Fires Act gives notice in writing to the grantee or the registered proprietor of the Lot Burdened that an Asset Protection Zone is no longer required on the Lot Burdened;
- (f) the terms of the Easement may not be varied except with the prior written agreement of the Commissioner of the New South Wales Rural Fire Service ("RFS") from time to time, or the successors of the RFS.

If there is a dispute relating to the need to carry out work under this easement or the nature of the work, that dispute shall be determined by a single arbitrator (being a barrister of at least five (5) years standing) appointed under the *Commercial Arbitrators Act* 1984 (NSW) whose determination shall be conclusive. The costs incurred in the determination of such dispute shall be borne by the parties equally or in the proportions determined by the appointed arbitrator.

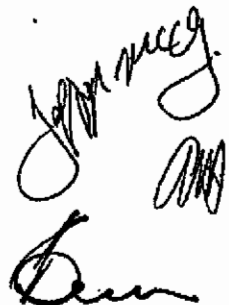
(Sheet 5 of 6 sheets)

DP1084884

Plan of Easement over Lot 1933 DP 1068282  
Covered by Certificate No.

2. Terms of Right of Access 11 Wide and Variable secondly referred to in the abovementioned plan

1. The owners or owners representative or any person under the instruction of the owners of the lot benefited may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited; and
  - (b) take anything on to the lot within the site of the easement burdened, being tools, machinery, implements, vehicles etc required for the maintenance of an Asset Protection Zone; and
  - (c) do anything reasonably necessary for that purpose including:-
    - (i) entering the lot burdened, and taking anything on to the lot burdened, and
    - (ii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

Handwritten signatures and initials in the bottom right corner of the page.

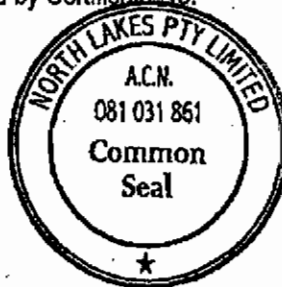
(Sheet 6 of 6 sheets)

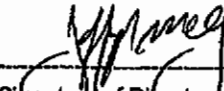
DP1084884


Plan of Easement over Lot 1933 DP 1068282  
Covered by Certificate No.

EXECUTION:

The Common Seal of North Lakes Pty Limited was  
Hereunto affixed by authority of the Directors  
Previously given in the presence of:



  
\_\_\_\_\_  
Signature of Director

  
\_\_\_\_\_  
Signature of Secretary/other Director

JEFFREY McELROY

Name of Director in full

Anne Hackett

Name of Secretary/other Director in full

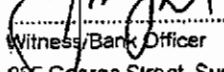
Mortgagee under Mortgage No. 5264958

Signed at Sydney this 18<sup>th</sup> day of  
JUNE 2005 for National

Australia Bank Limited ABN 12 004 044 937

by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
\_\_\_\_\_  
Manager

  
\_\_\_\_\_  
Witness/Bank Officer **GERALDINE L. MIGUEL**  
235 George Street, Sydney NSW

REGISTERED



18/7/2005

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

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

- 1) EASEMENT FOR ASSET PROTECTION  
ZONE 10.5 WIDE
- 2) RIGHT OF ACCESS 11 WIDE AND VARIABLE



Department of Land and Water Conservation Approval

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

File No.: \_\_\_\_\_

Office: \_\_\_\_\_

#### 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

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

\* Authorised Person/General Manager/Accredited Officer

Consent Authority: \_\_\_\_\_

Date of endorsement: \_\_\_\_\_

Accreditation no.: \_\_\_\_\_

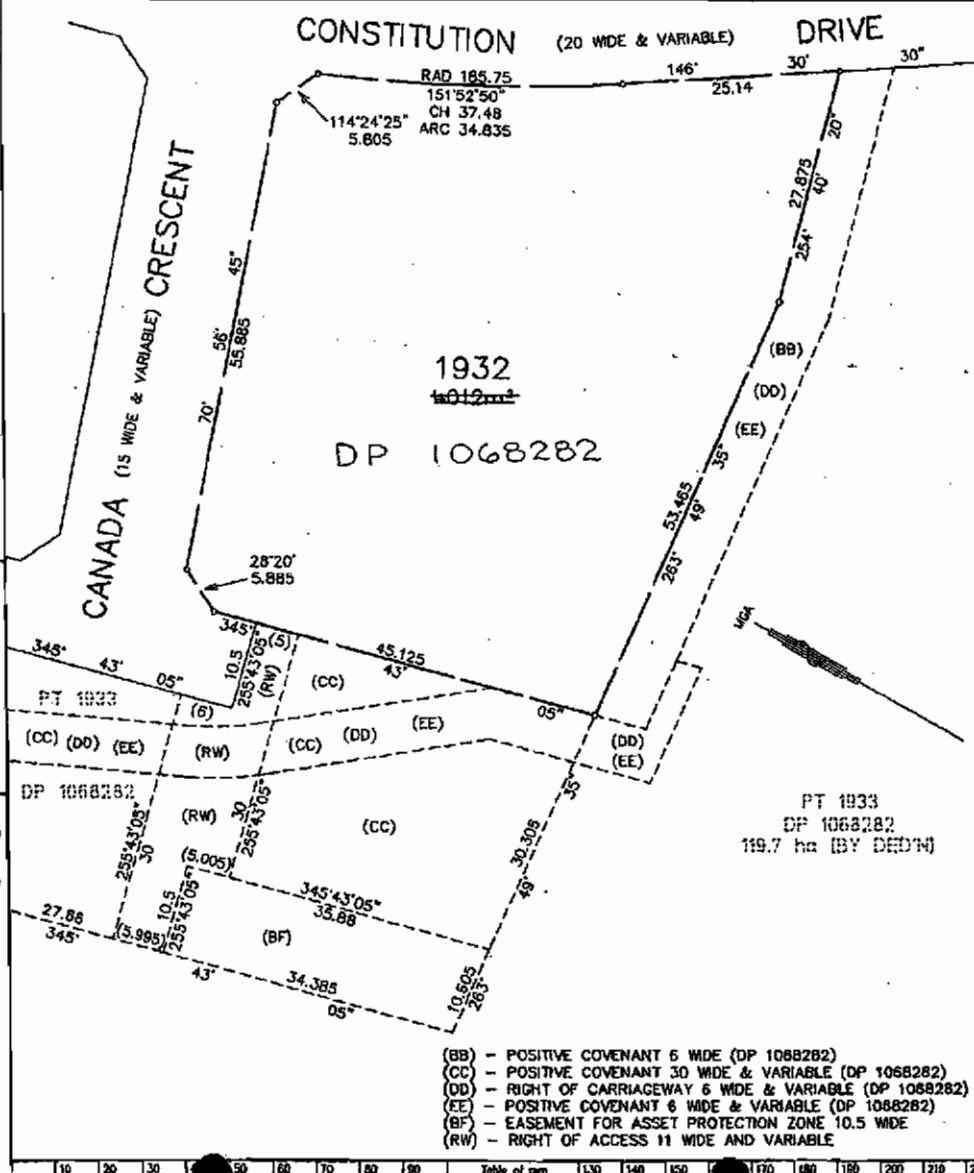
Subdivision Certificate no.: \_\_\_\_\_

File no.: \_\_\_\_\_

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

\* Delete whichever is inapplicable

Plan-Drawing only to appear in this space



DP1084884

Registered 18-7-23005

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: US457-7\*

Last Plan: DP1068282

PLAN OF EASEMENT OVER  
LOT 1933 DP 1068282

SHEET 1 OF 2 SHEETS  
Lengths are in metres. Reduction Ratio 1: 500

L G A LAKE MACQUARIE

Locality: CAMERON PARK

Parish: TERALBA

County: NORTHUMBERLAND

Plans used in preparation of survey/completion.  
DP 1068282

Surveying Regulation 2001

I, STEPHEN ANDREW BARR  
of MONTEATH & POWYS Pty Ltd

a surveyor registered under the Surveying 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 17th MARCH 2005

The survey relates to EASEMENT (BF) & (RW)  
(have specified the land actually surveyed, or specify any land  
shown in the plan that is not the subject of the survey)

(Signature) \_\_\_\_\_ Dated: 11/4/05  
Surveyor registered under the Surveying Act, 2002

Detail Line:  
Type: Urban/Rural

\*OFFICE USE ONLY

# PLAN FORM 1

Plan Drawing only to appear in this space

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

Mortgagee under Mortgage No. 3264958  
Signed at Sydney this 15<sup>th</sup> day of  
June 2005 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** Its duly  
appointed Attorney under Power of Attorney  
No 549 000 3834

Manager  
Witness/Bank Officer **GERALDINE L. MIGUEL**  
255 George Street, Sydney NSW

FOR SIGNATURES ONLY

DP1084884

Registered  18-7-2005 \*

Title System:

Purpose:

Ref. Map:

Last Plan:

PLAN OF  
SHEET 2 OF 2

Lengths are in metres. Reduction Ratio 1:

L G A

Locality:

Parish:

County:

Plans used in preparation of survey/compilation.

Surveying Regulation 2001

I, \_\_\_\_\_  
of \_\_\_\_\_  
a surveyor registered under the Surveying 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 \_\_\_\_\_  
The survey relates to \_\_\_\_\_  
(here specify the land actually surveyed, or specify any land  
shown in the plan that is not the subject of the survey)  
(Signature) \_\_\_\_\_ Dated: \_\_\_\_\_  
Surveyor registered under the Surveying Act, 2002  
Datum Line: \_\_\_\_\_  
Type: Urban/Rural

Department of Land and Water Conservation 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 No.: \_\_\_\_\_

Office: \_\_\_\_\_

## 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 Land and Property  
Information, it should include a signature in an electronic or digital  
format approved by the Registrar-General.

\* Delete whichever is inapplicable

Reg: R412112 / Doc: DP 1084884 P / Rev: 19-Jul-2005 / Sts: SC.OK / Pgt: 23-Oct-2007 11:18 / Pgs: ALL / Seq: 2 of 2  
Ref.: / Src: F

SURVEYOR'S REFERENCE: 04202DPA.DWG

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\*OFFICE USE ONLY

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

7  
(Sheet 1 of 8 Sheets)

Plan: **DP1096862**

Plan of Subdivision of Lot 1933 D.P.1068282 covered by  
 Subdivision Certificate No. SC 68/2006

Full name and address  
 of the owner of the land:

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

Full name and address  
 of the mortgagee of the land:

National Australia Bank  
 Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	3708 3710 3711 3712 3713 3726 3724 3723 3722	3700 3709 3710, 3709 3711, 3710, 3709 3712, 3711, 3710, 3709 3725 3726, 3725 3724, 2726, 2725 3723, 3724, 3726, 3725
2	Easement for electricity substation 5.3 wide	3700	Energy Australia
3	Easement for electricity transmission line and access thereto 6 wide	3700	Energy Australia
4	Positive Covenant 30 wide & variable	3700	Lake Macquarie City Council
5	Positive Covenant 10 wide & variable	3700	Lake Macquarie City Council
6	Restriction as to User	3709-3713 Incl., 3714, 3721, 3722, 3730.	Lake Macquarie City Council
7	Restriction as to User	3709-3713 Incl., 3714, 3721, 3722, 3730.	Lake Macquarie City Council
8	Restriction as to User	3701-3730 Incl.	Every other lot except 3700

*[Signature]*  
*[Signature]* *[Signature]*

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

DP1096862

(Sheet 2 of <sup>7</sup>/<sub>6</sub> Sheets)

Part 2

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

1. Full right leave liberty for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground and overhead electric mains posts poles cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for posts poles cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia its agents servants and workmen in the course of exercising its rights hereunder removes damage breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing may injure or damage the said posts poles cables and other apparatus or interfere with the free flow of electric current through over along and under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

*[Handwritten signature]*  
DCA *[Handwritten initials]*

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

DP1096862

(Sheet 3 of 7 Sheets)

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

1. Full right leave liberty for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground and overhead electric mains posts poles cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for posts poles cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia its agents servants and workmen in the course of exercising its rights hereunder removes damage breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing may injure or damage the said posts poles cables and other apparatus or interfere with the free flow of electric current through over along and under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
7. This easement shall cease to apply in the event that land burdened is dedicated as a public road in any future deposited plan.

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

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

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

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



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

DP1096862

7  
(Sheet 4 of 6 Sheets)

In the event that the Lake Macquarie City Council approves a residential subdivision of any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant.

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

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

In the event that the Lake Macquarie City Council approves a residential subdivision of any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant.

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

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

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

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

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

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than.



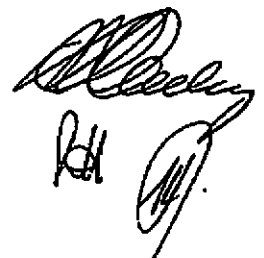
**Instrument setting out terms of Easement or Profits a Prendre intended to be created and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

**DP1096862**

7  
(Sheet 5 of 6 Sheets)

purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
  - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
  - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
  - (iii) In this sub-clause "corner lot" shall mean lots 3701, 3703, 3704, 3709, 3710, 3717, 3718, 3725, and 3727
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.



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

DP1096862

7  
(Sheet 6 of 7 Sheets)

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

Lake Macquarie City Council


Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 and 3 in the plan.

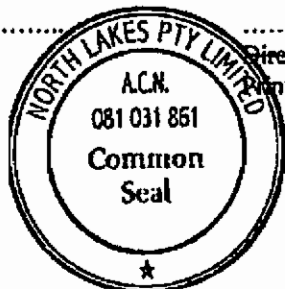
Energy Australia


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

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

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

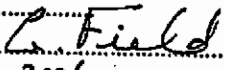
  
Director  
Print Name: Ross P Howard




  
Director  
Print Name: Paul Fehlberg

Executed by:

Executed by:

Lake Macquarie City Council
Approved 88B Instrument for
<b>SUBDIVISION CERTIFICATE</b>
SC 68/2006
DC 830.1.449
Authorised Person: 
Date: 25/07/2006

REGISTERED  P. 22-8-2006 (SEG SHEET 7)

SH. 7/7

Mortgagee under Mortgage No. 5264958

Signed at Sydney this 28<sup>th</sup> day of  
July 2006 for National

Australia Bank Limited ABN 12 004 044 937

by Lynette Irene Darby  
its duly appointed Attorney under Power of  
Attorney No. 549 Book 3834

Manager

Witness/Bank Officer  
235 George Street, Sydney NSW

GERALDINE L. MIGUEL

DP1096862

REGISTERED  22-8-2006

# PLAN FORM 2

SIGNATURES AND SEALS ONLY



*[Signature]*  
 Secretary  
 Ray Fellingberg

Memorandum under Management No. 52/4/93/2  
 Signed at Sydney this 22<sup>nd</sup> day of  
 July 2006  
 Australian State of New South Wales  
 by Lyndal Anne Dwyer  
 as duly appointed Attorney under Power of  
 Attorney No. 840/2006

*[Signature]*  
 Surveyor General  
 222 George Street, Sydney NSW  
 GERALDINE L. MCGILL

## Department of Lands Approval

I, *[Signature]*, in approving this plan certify  
 that the information provided is correct and that the plan is in accordance with the provisions of the Land Management Act 2000.  
 Date: *[Signature]*  
 The Member:  
 Officer:

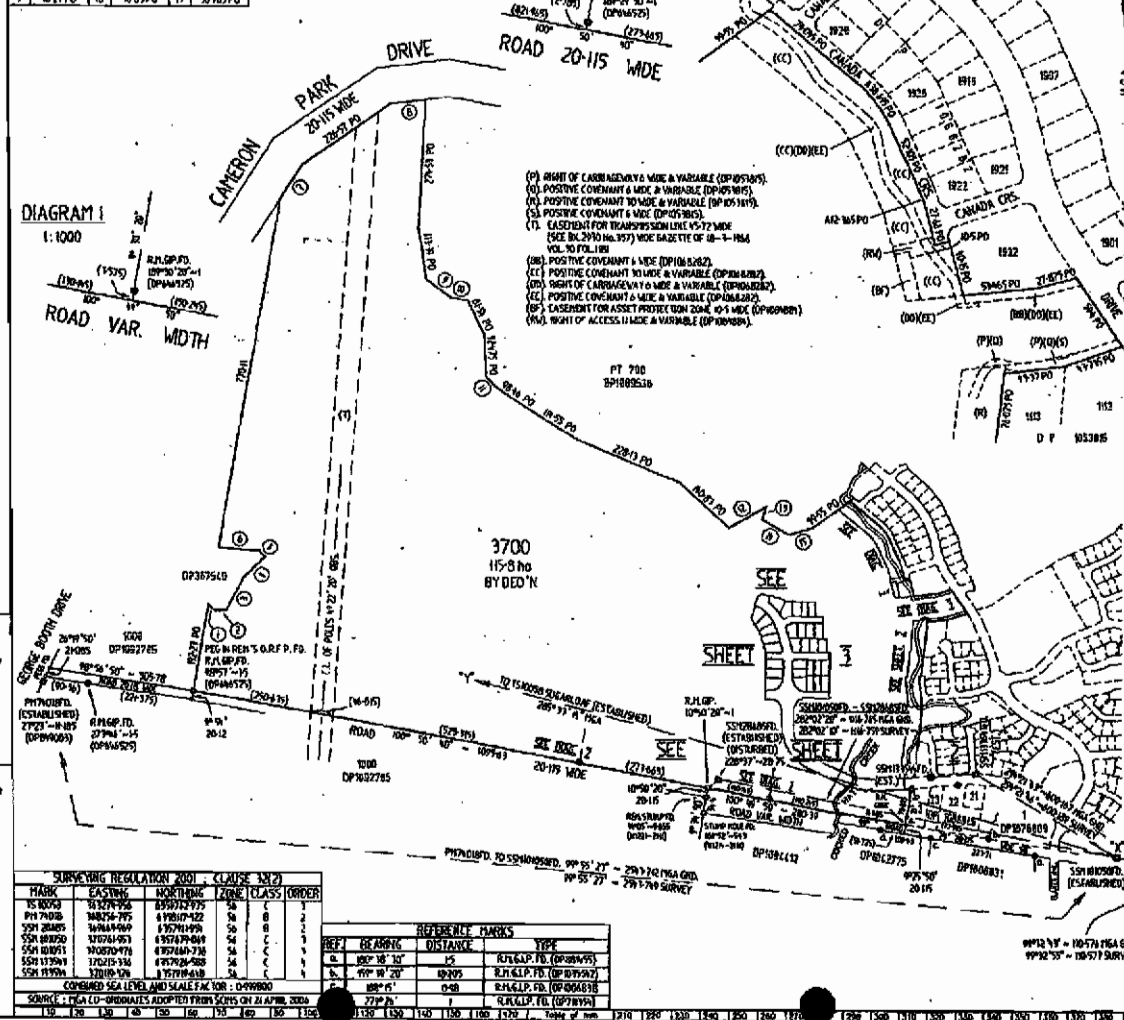
## Subdivision Certificate

I certify that the provisions of the Land Management Act 2000 and the provisions of the Land Management Regulations 2001 have been complied with in relation to the proposed subdivision.

*[Signature]*  
 Subdivision Certificate  
 General Authority: *[Signature]*  
 Date of Subdivision: 22/07/2006  
 Subdivision Certificate No: 52/4/93/2/006  
 Date: 07/08/2006  
 This matter is to be kept on file.

Surveyor's Certificate: 6179-17

SCHEDULE OF BOUNDARIES					
No.	DEST.	No.	DEST.	No.	DEST.
1	20-205 PD	4	20-215 PD	11	20-215 PD
2	20-205 PD	7	20-215 PD	12	20-215 PD
3	20-215 PD	8	20-215 PD	13	20-215 PD
4	20-215 PD	9	20-215 PD	14	20-215 PD
5	20-215 PD	10	20-215 PD	15	20-215 PD



SURVEYING REGULATION 2001 - CLAUSE 3(2)					
MARK	EASTING	NORTHING	ZONE CLASS	ORDER	
15 10075	10075.000	10075.000	50	C	1
16 10075	10075.000	10075.000	50	C	2
17 10075	10075.000	10075.000	50	C	3
18 10075	10075.000	10075.000	50	C	4
19 10075	10075.000	10075.000	50	C	5
20 10075	10075.000	10075.000	50	C	6
21 10075	10075.000	10075.000	50	C	7
22 10075	10075.000	10075.000	50	C	8
23 10075	10075.000	10075.000	50	C	9
24 10075	10075.000	10075.000	50	C	10
25 10075	10075.000	10075.000	50	C	11
26 10075	10075.000	10075.000	50	C	12
27 10075	10075.000	10075.000	50	C	13
28 10075	10075.000	10075.000	50	C	14
29 10075	10075.000	10075.000	50	C	15
30 10075	10075.000	10075.000	50	C	16
31 10075	10075.000	10075.000	50	C	17
32 10075	10075.000	10075.000	50	C	18
33 10075	10075.000	10075.000	50	C	19
34 10075	10075.000	10075.000	50	C	20
35 10075	10075.000	10075.000	50	C	21
36 10075	10075.000	10075.000	50	C	22
37 10075	10075.000	10075.000	50	C	23
38 10075	10075.000	10075.000	50	C	24
39 10075	10075.000	10075.000	50	C	25
40 10075	10075.000	10075.000	50	C	26
41 10075	10075.000	10075.000	50	C	27
42 10075	10075.000	10075.000	50	C	28
43 10075	10075.000	10075.000	50	C	29
44 10075	10075.000	10075.000	50	C	30
45 10075	10075.000	10075.000	50	C	31
46 10075	10075.000	10075.000	50	C	32
47 10075	10075.000	10075.000	50	C	33
48 10075	10075.000	10075.000	50	C	34
49 10075	10075.000	10075.000	50	C	35
50 10075	10075.000	10075.000	50	C	36
51 10075	10075.000	10075.000	50	C	37
52 10075	10075.000	10075.000	50	C	38
53 10075	10075.000	10075.000	50	C	39
54 10075	10075.000	10075.000	50	C	40
55 10075	10075.000	10075.000	50	C	41
56 10075	10075.000	10075.000	50	C	42
57 10075	10075.000	10075.000	50	C	43
58 10075	10075.000	10075.000	50	C	44
59 10075	10075.000	10075.000	50	C	45
60 10075	10075.000	10075.000	50	C	46
61 10075	10075.000	10075.000	50	C	47
62 10075	10075.000	10075.000	50	C	48
63 10075	10075.000	10075.000	50	C	49
64 10075	10075.000	10075.000	50	C	50
65 10075	10075.000	10075.000	50	C	51
66 10075	10075.000	10075.000	50	C	52
67 10075	10075.000	10075.000	50	C	53
68 10075	10075.000	10075.000	50	C	54
69 10075	10075.000	10075.000	50	C	55
70 10075	10075.000	10075.000	50	C	56
71 10075	10075.000	10075.000	50	C	57
72 10075	10075.000	10075.000	50	C	58
73 10075	10075.000	10075.000	50	C	59
74 10075	10075.000	10075.000	50	C	60
75 10075	10075.000	10075.000	50	C	61
76 10075	10075.000	10075.000	50	C	62
77 10075	10075.000	10075.000	50	C	63
78 10075	10075.000	10075.000	50	C	64
79 10075	10075.000	10075.000	50	C	65
80 10075	10075.000	10075.000	50	C	66
81 10075	10075.000	10075.000	50	C	67
82 10075	10075.000	10075.000	50	C	68
83 10075	10075.000	10075.000	50	C	69
84 10075	10075.000	10075.000	50	C	70
85 10075	10075.000	10075.000	50	C	71
86 10075	10075.000	10075.000	50	C	72
87 10075	10075.000	10075.000	50	C	73
88 10075	10075.000	10075.000	50	C	74
89 10075	10075.000	10075.000	50	C	75
90 10075	10075.000	10075.000	50	C	76
91 10075	10075.000	10075.000	50	C	77
92 10075	10075.000	10075.000	50	C	78
93 10075	10075.000	10075.000	50	C	79
94 10075	10075.000	10075.000	50	C	80
95 10075	10075.000	10075.000	50	C	81
96 10075	10075.000	10075.000	50	C	82
97 10075	10075.000	10075.000	50	C	83
98 10075	10075.000	10075.000	50	C	84
99 10075	10075.000	10075.000	50	C	85
100 10075	10075.000	10075.000	50	C	86
101 10075	10075.000	10075.000	50	C	87
102 10075	10075.000	10075.000	50	C	88
103 10075	10075.000	10075.000	50	C	89
104 10075	10075.000	10075.000	50	C	90
105 10075	10075.000	10075.000	50	C	91
106 10075	10075.000	10075.000	50	C	92
107 10075	10075.000	10075.000	50	C	93
108 10075	10075.000	10075.000	50	C	94
109 10075	10075.000	10075.000	50	C	95
110 10075	10075.000	10075.000	50	C	96
111 10075	10075.000	10075.000	50	C	97
112 10075	10075.000	10075.000	50	C	98
113 10075	10075.000	10075.000	50	C	99
114 10075	10075.000	10075.000	50	C	100

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM 2  
1:1000

DIAGRAM 3  
1:2000

DP1096862

Registered: 22-8-2006  
 This System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U1950-2 U1950-12  
 Ref. Map: U1957-7  
 Lot Plan: DP1096862

PLAN OF SUBDIVISION OF  
LOT 1933 DP1096862

Lengths are in metres. Reduction Ratio is 1:1000

L.O.A. LAKE MACQUARIE  
 Locality: CAMERON PARK  
 Parish: TERANGA  
 County: NORTHAMPTON

This is sheet 1 of 1 sheets in this plan (unless otherwise stated).

Surveying Regulation, 2001

1. ALLAN WILLIAM CANNON

2. CAMERON PARK, NEWCASTLE

3. 1933 DP1096862

4. 1933 DP1096862

5. 1933 DP1096862

6. 1933 DP1096862

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45. 1933 DP1096862

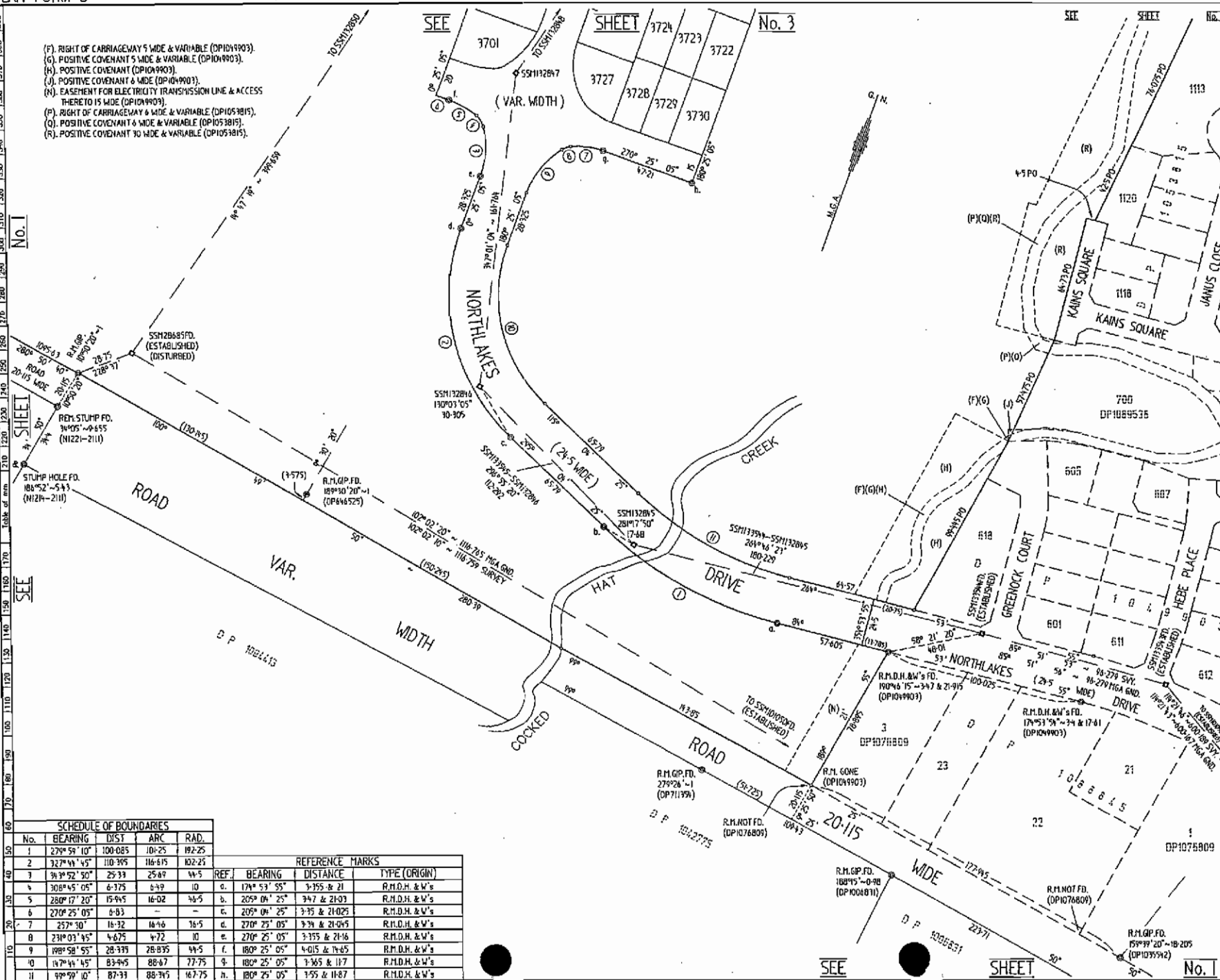
46. 1933 DP1096862

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49. 1933 DP1096862

50. 1933 DP1096862



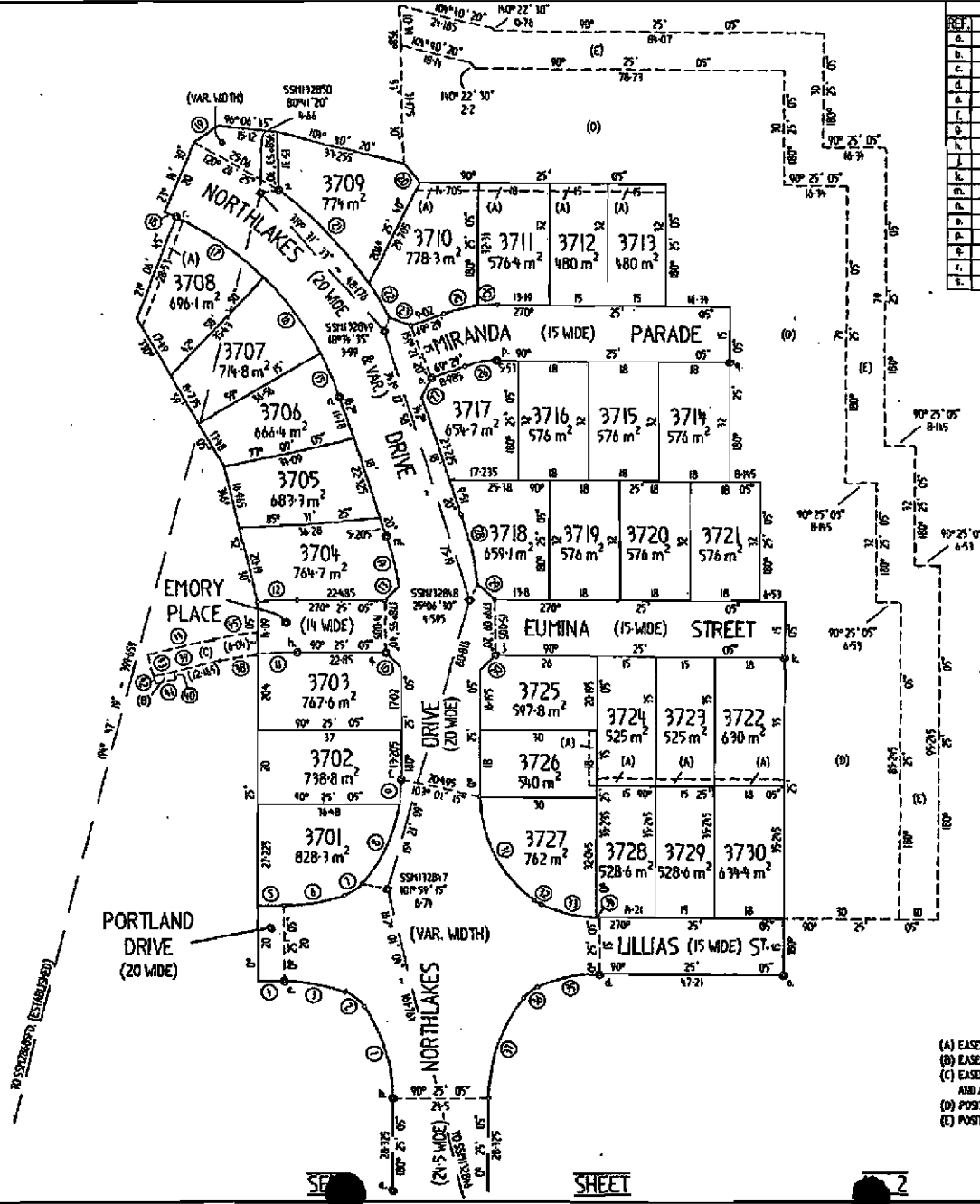
# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Reg: 6412125 / Dec: DP 1086862 P / Rev: 23-Aug-2006 / S/s: SC OK / P/t: 23-Oct-2007 11:19 / P/s: ALL / Seq: 3 of 3  
Ref: / Sec: T

SCHEDULE OF BOUNDARIES				
No.	BEARING	DIST	ARC	RAD.
1	30° 52' 50"	25.33	2540	44.5
2	308° 45' 05"	6.375	649	10
3	280° 12' 20"	15.495	1402	46.5
4	270° 25' 05"	6.83	-	-
5	230° 25' 05"	6.83	-	-
6	240° 31' 30"	65.075	14095	36.5
7	238° 11' 50"	5.125	514	10
8	288° 28' 50"	23.45	2373	44.5
9	180° 46' 50"	6.875	1425	31.5
10	175° 25' 05"	5.495	-	-
11	86° 59' 20"	10.17	10175	83
12	287° 24' 55"	10.15	1017	97
13	228° 58'	5.305	-	-
14	187° 11' 40"	134.95	13495	88
15	157° 41'	12.615	1263	88
16	140° 21' 50"	24.745	24845	88
17	125° 34' 30"	27.44	27425	80
18	204° 27' 45"	14.05	1405	88
19	50° 06'	7.505	-	-
20	320° 22' 30"	6.51	-	-
21	317° 19' 15"	19.44	194	100
22	180° 56' 50"	10.265	1027	100
23	20° 45' 30"	5.42	-	-
24	254° 15' 55"	8.86	888	17.5
25	264° 14'	1.82	1825	17.5
26	79° 57'	8.175	822	22.5
27	254° 51' 30"	5.795	-	-
28	317° 53' 10"	19.445	1948	100
29	312° 30' 55"	5.495	-	-
30	99° 25' 05"	5.495	-	-
31	111° 31' 50"	31.205	3238	34.5
32	300° 31' 20"	2.115	2115	30
33	283° 01' 50"	6.30	1485	36.5
34	277° 02' 25"	0.70	070	16.5
35	252° 30'	14.32	1434	34.5
36	219° 01' 15"	6.475	672	10
37	188° 54' 55"	28.335	28635	44.5
38	299° 56' 05"	10.02	10025	83
39	250° 28' 30"	17.445	-	-
40	180° 28' 30"	2.05	-	-
41	250° 28' 30"	5.7	-	-
42	340° 28' 30"	2.05	-	-
43	340° 28' 30"	-	-	-
44	74° 28' 30"	17.445	-	-
45	80° 00' 20"	14.85	1485	88



REFERENCE MARKS		
REF	BEARING	DISTANCE
A	270° 25' 05"	3.38 ± 24.095
B	270° 25' 05"	3.355 ± 24.16
C	180° 25' 05"	1.407 ± 4.45
D	180° 25' 05"	3.365 ± 11.7
E	162° 52' 50"	3.95 ± 11.87
F	283° 01' 15"	3.85 ± 15.1
G	178° 53' 10"	3.85 ± 10.685
H	180° 25' 05"	3.365 ± 10.495
I	170° 09' 20"	3.295 ± 11.5
J	167° 58' 10"	3.465 ± 11.825
K	252° 30' 20"	3.335 ± 16.33
L	252° 30' 20"	3.29 ± 20.56
M	160° 21' 20"	3.775 ± 14.575
N	180° 25' 05"	3.365 ± 11.505
O	180° 25' 05"	3.47 ± 11.525
P	113° 31' 50"	3.995 ± 16.92
Q	120° 26' 25"	7.85 ± 18.495

DP1096862

Registered: P 22-8-2006

This is sheet 3 of my plan in 3 sheets  
dated 20 June 2006

*W. C. Ward*  
Surveyor registered under the Surveying Act, 2002

This is sheet 3 of the plan in 3 sheets  
corrected by additional certificate no. 68/2006  
of 25-7-06

*G. Field*

Additional Survey/Planned/Unplanned/Other

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

- (A) EASEMENT TO DRAIN WATER 2 WIDE
- (B) EASEMENT FOR ELECTRICITY SUBSTATION 3 WIDE
- (C) EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERE TO 4 WIDE
- (D) POSITIVE COVENANT 30 WIDE & VARIABLE
- (E) POSITIVE COVENANT 10 WIDE & VARIABLE

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 1079/17

Plan Drawing only to appear in this space

OFFICE USE ONLY

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

(Sheet 1 of 4 Sheets)

**DP1104807**

Plan of Subdivision of Lot 1112 & 1113 D.P.1047020 covered by Subdivision Certificate No. Se 105/2006 and Positive Covenants over Lot 3700 in DP 1096862

Full name and address  
of the owner of the land:

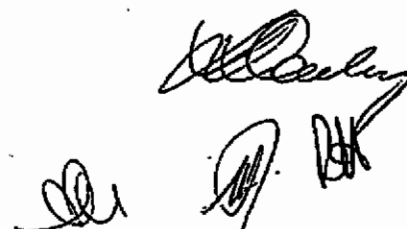
North Lakes Pty Limited  
ACN 081 031 861  
of 364 Pacific Highway, Belmont

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	1154	1153
2	Positive Covenant 10 wide	1150, 1151 & 1152	Lake Macquarie City Council
3	Positive Covenant 4 wide	3700 in DP 1096862	Lake Macquarie City Council
4	Restriction as to User	1150, 1151 & 1152	Lake Macquarie City Council
5	Restriction as to User	1150, 1151 & 1152	Lake Macquarie City Council
6	Restriction as to User	1150-1154 Incl	Every other lot in the subdivision



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

(Sheet 2 of 4 Sheets)

**DP1104807**

Part 2

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

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

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

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

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

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

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

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

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

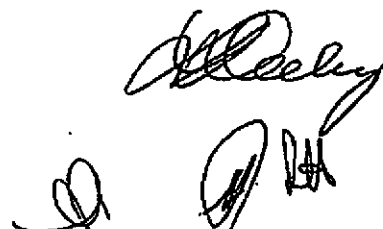
No cat shall be allowed to be kept on any lot burdened.

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

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

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

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



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

**DP1104807**

(Sheet 3 of 4 Sheets)

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



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

**DP1104807**

(Sheet 4 of 4 Sheets)


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

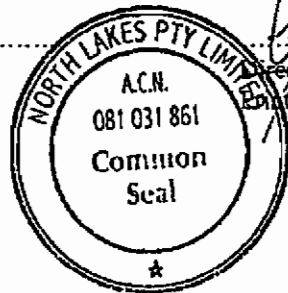
Lake Macquarie City Council

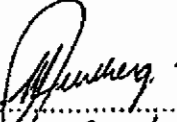
Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 inclusive in the plan.

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

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

  
Director  
Print Name: Ross P Howard



  
Director Secretary  
Print Name: Paul Fethers

Executed by:

Executed by:

Mortgagee under Mortgage No. **5264958**

Signed at Sydney this 2nd day of  
November 2006 for National  
Australia Bank Limited ABN 12 004 044 937  
by LYNETTE IRENE DARBY its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
Manager

Witness Bank Officer Sefike Kinkkaya  
255 George Street, Sydney NSW

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

SC 105/2006  
DC 1125/2006

Authorised Person: G. Field

Date: 3/1/10/2006

**REGISTERED**  **MB. 17. 11. 2006**



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

(Sheet 1 of 4 Sheets)

**DP1104810**

Plan of Subdivision of Lot 1932 D.P.1068282 and Lot 3700 in DP 1096862 covered by Subdivision Certificate No. 123/2006

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	1962 1964	1961 1962 & 1961
2	Easement to drain water 3 wide	1964 1963	1960 & 1963 1960
3	Right of carriage way and easement for services 3 wide	1963 1964	1964 1963
4	Right of carriage way 3 wide	1963 1964	1960
5	Positive Covenant 6 wide	1963 1964	Lake Macquarie City Council
6	Positive Covenant 8 wide	1965	Lake Macquarie City Council
7	Restriction as to user	1960 - 1964 Incl.	Lake Macquarie City Council
8	Restriction as to User	1960-1964 Incl.	Every other lot in the subdivision

Lake Macquarie City Council  
Approved 88B Instrument for  
**SUBDIVISION CERTIFICATE**  
DC. 06 / 963  
Authorised Person: [Signature]  
Date: 12 / 12 / 06

*RA*

*[Signature]*  
89

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

(Sheet 2 of 4 Sheets)

**DP1104810 Part 2**

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

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

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

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

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

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

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

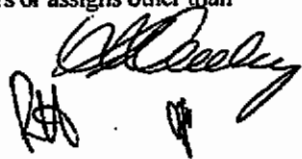
No habitable building or other combustible structures shall be erected, or allowed to remain erected.

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

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

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

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex provided that the proportion of brick and/or brick veneer and/or gransited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or gransited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than



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

**DP1104810**

(Sheet 3 of 4 Sheets)

purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

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

*Handwritten signatures and initials:*  
DH  
P  
[Signature]  
[Signature]

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

DP1104810

(Sheet 4 of 4 Sheets)

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 2, 5, 6 and 7 inclusive in the plan.

Lake Macquarie City Council

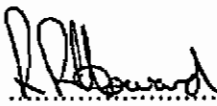
Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 and 4 inclusive in the plan.

The Proprietor of the Lot Benefited

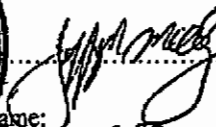
Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 inclusive in the plan.

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

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

  
Director  
Print Name: Ross Philip Howard  
Director



  
Director  
Print Name: Jeffrey McInnes  
Director

Executed by:

Executed by:

Mortgagee under Mortgage No. 5264958  
Signed at Sydney this 19TH day of  
DECEMBER 2006 for National  
Australia Bank Limited ABN 12 004 044 937  
by LINETTE IRENE DARRBY its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
Manager

Witness/Bank Officer SCOTT ALEXANDER  
255 George Street, Sydney NSW

REGISTERED  26.2.2007

# PLAN FORM 2

SIGNATURES AND SEALS ONLY



*[Signature]*  
Rose Harold  
Director

*[Signature]*  
Jeffrey Holey  
Director

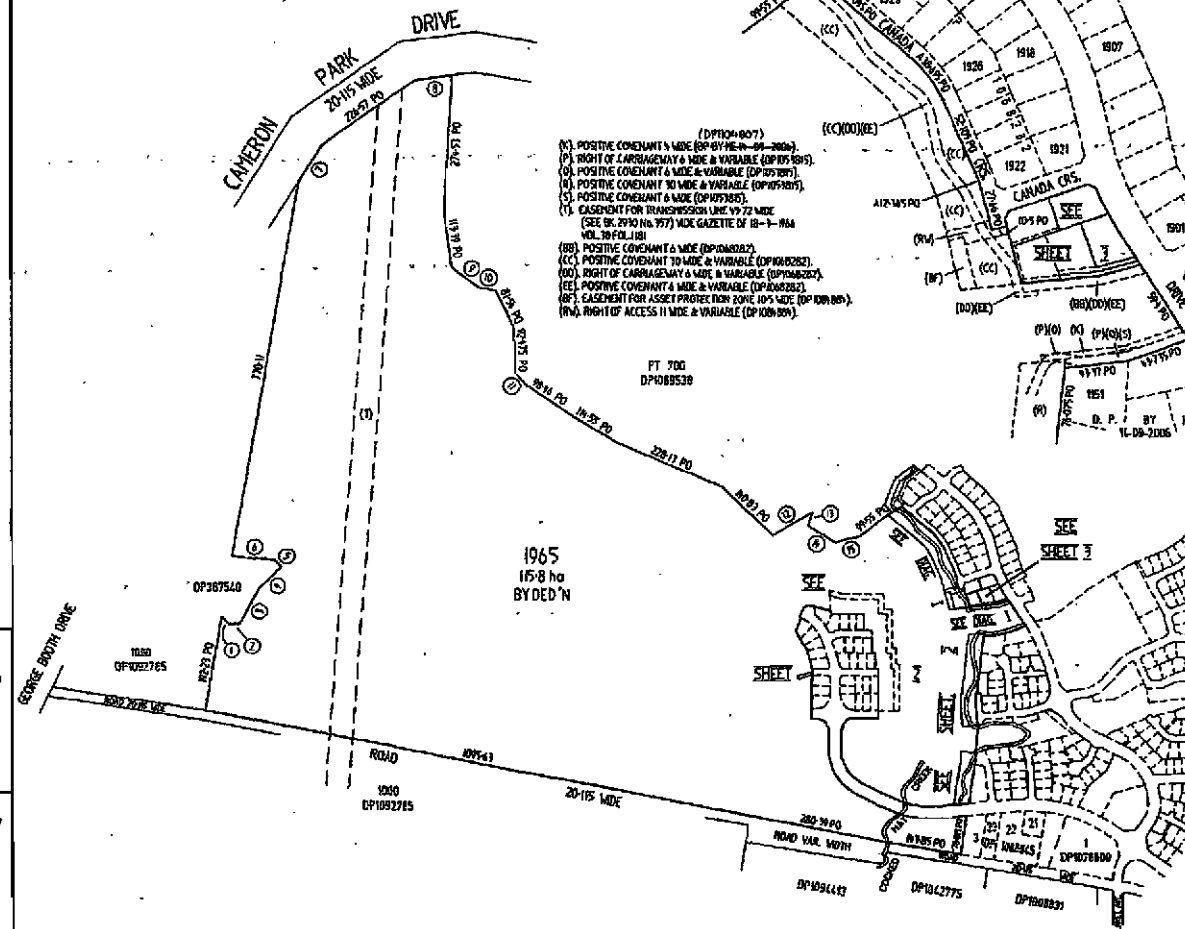
Montgomery under Laying No. 5144758  
Signed at Sydney this 17th day of  
OCTOBER 2004 for National  
Australia Bank Limited ABN 12 004 044 007  
by LYNNE E. HOLEY, Director, as duly  
appointed Attorney Under Power of Attorney  
No. 549 1004 3634  
Manager  
*[Signature]*  
Witness/Deputy Officer JOHN ALEXANDER  
2004 George Street, Sydney NSW

Department of Lands Approval  
I, *[Signature]*, in approving this plan certify  
(Authorised Officer)  
that all necessary approvals to support the submission of the plan  
have been obtained from the relevant authorities.  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Other: \_\_\_\_\_

Subdivision Certificate  
I certify that the provisions of a RMA of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to the  
proposed subdivision.  
Subdivision: \_\_\_\_\_  
"Grant" submitted to: \_\_\_\_\_  
"Authorised Person/Person-in-Charge/Proprietor/Developer"  
Current Authority: John Macquarie City Council  
Date of Endorsement: 17 OCT 2004  
Accreditation no: \_\_\_\_\_  
Subdivision Certificate no: 123/2004  
File no: 04/98/2004  
\*Date obtained is applicable

SUBDIVISION'S REFERENCE: R171/00

SCHEDULE OF BOUNDARIES					
No.	DIST	No.	DIST	No.	DIST
1	20-285 PO	6	85-725 PO	11	77-170
2	22-86 PO	7	86-01 PO	12	90-475 PO
3	79-25 PO	8	79-25 PO	13	28-22 PO
4	64-08 PO	9	84-25 PO	14	84-11 PO
5	10-29 PO	10	86-03 PO	15	50-485 PO



SURVEYING REGULATION 2006: CLAUSE 6(2)					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SS1 19872	37067477	675812972	56	C	1
SS1 19873	37067472	675812973	56	C	1
SS1 19878	37067446	675812977	56	C	1

COVERED SCALE AND SCALE FACTOR: 0.999802  
SOURCE: MGA CO-ORDINATES ADAPTED FROM SURVEY ON 01-09-2004

DIAGRAM 1  
1:2000

DP1104810

Registered 26-2-2007

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 5950-2713

Ref. Map: U 5957-778

Last Plan: DP106862

PLAN OF SUBDIVISION OF  
LOT 1932 DP1068282 &  
LOT 3700 DP106862

Lengths are in metres, Reduction Ratio 1:800

L.A.A.: LAKE MACQUARIE

Locality: CAMERON PARK

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets.  
(Delete if inapplicable)

Surveying Regulation, 2006

I, ALAN WILLIAM CAVANAGH  
of CAMERON PARK, a Subdivision of  
LAKE MACQUARIE, a Shire of  
a Council established under the Local Government Act 1995, hereby certify  
that the survey represented in this plan is accurate, and that such is  
in accordance with the Surveying Regulation, 2006 and was completed on  
17th September 2004.  
The survey relates to: LOT 1932 DP1068282.

I have caused the plan to be surveyed and I certify that the plan is  
true and correct.  
(Signature) *[Signature]* Date: 16/11/2004  
Director (Signature) *[Signature]* Date: 16/11/2004

Plans used in preparation of Survey/Compilation

DP1068282  
DP106862  
DP106862  
DP106862

PANEL FOR USE ONLY for the delineation of boundaries to  
define public roads, to create public reserves,  
drainage reserves, easements, restrictions on the use  
of land or positive covenants

PURSUANT TO SEC. 60B OF THE CONVEYANCING  
ACT 1999, AS AMENDED, IT IS INTENDED TO CREATE:  
(1) EASEMENT TO DRAIN WATER 1 MILE  
(2) EASEMENT TO DRAIN WATER 1 MILE  
(3) RIGHT OF CARRIAGE WAY AND EASEMENT FOR  
SERVICES 1 MILE  
(4) RIGHT OF CARRIAGE WAY 1 MILE  
(5) POSITIVE COVENANT 1 MILE  
(6) POSITIVE COVENANT 1 MILE  
(7) RESTRICTION AS TO USER  
(8) RESTRICTION AS TO USER

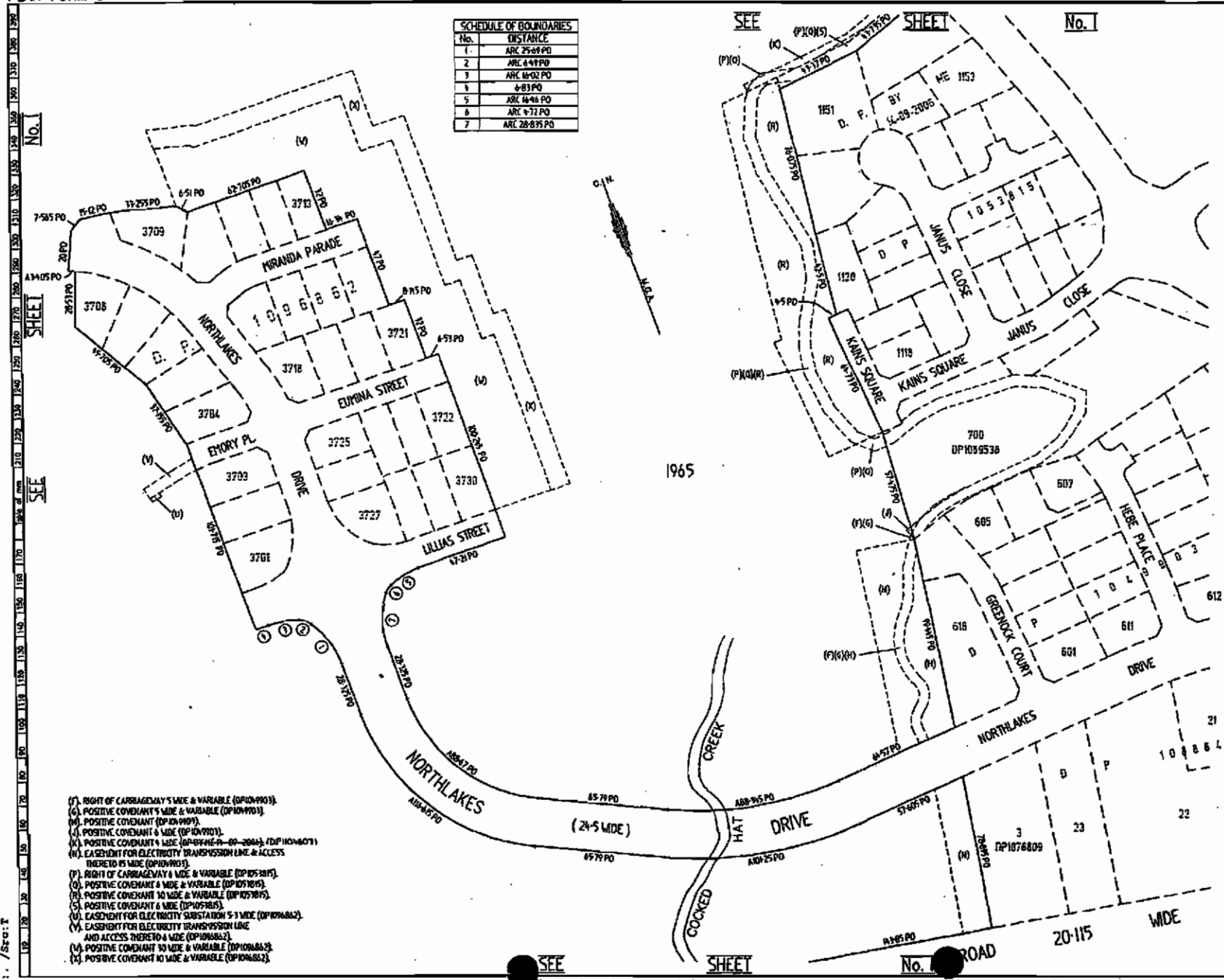
OFFICE USE ONLY

PLAN AMENDED AT SURVEYOR'S REQUEST

Reg: 2412145 / Doc: DP1104810 P / Rev: 27-Feb-2007 / Sta: SC OK / Pct: 23-Oct-2007 11:20 / Pgs: ALL / Seq: 1 of 3  
Page 1 / 3 of 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF BOUNDARIES	
No.	DISTANCE
1.	ARC 25°49' PO
2	ARC 64°49' PO
3	ARC 16°02' PO
4	6°03' PO
5	ARC 16°46' PO
6	ARC 4°72' PO
7	ARC 28°35' PO

Registered  26.2.2007

This is about 2 of my pics in 1 sheet  
dated 10/13/2006.

A. J. Cavanagh

Drugs registered under the Scheduling Act, 2012

This is sheet 1 of the piece in sheets  
 named by submission number as 123/1002

*[Signature]*  
 Special Agent in Charge, New York City Police Department

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

Reduction Ratio 1: 1250

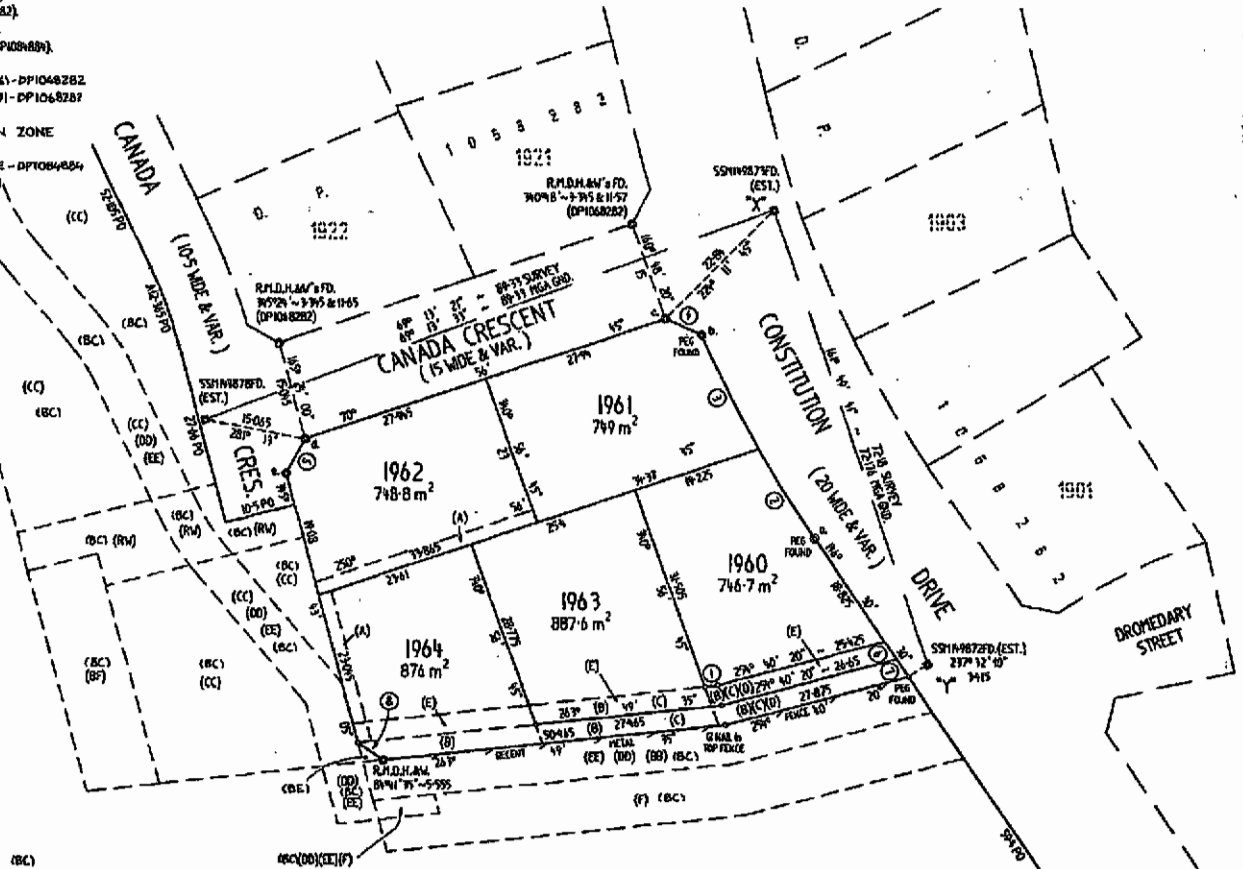
➔ SAMUEL'S APPEARANCE 9/18/198

AMU 251 3000

### PLAN AMENDED AT SURVEYOR'S REQUEST

- (A). EASEMENT TO DRAIN WATER 2 WIDE.  
 (B). EASEMENT TO DRAIN WATER 3 WIDE.  
 (C). RIGHT OF CARRIAGE WAY AND EASEMENT FOR SERVICES 3 WIDE.  
 (D). RIGHT OF CARRIAGE WAY 3 WIDE.  
 (E). POSITIVE COVENANT 4 WIDE.  
 (F). POSITIVE COVENANT 8 WIDE.  
 (BB). POSITIVE COVENANT 3 WIDE (DP1048282).  
 (CC). POSITIVE COVENANT 30 WIDE & VARIABLE (DP1048282).  
 (DD). RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (DP1048282).  
 (EE). POSITIVE COVENANT 6 WIDE & VARIABLE (DP1048282).  
 (BF). EASEMENT FOR ASSET PROTECTION ZONE 10-5 WIDE (DP104884).  
 (RM). RIGHT OF ACCESS 11 WIDE & VARIABLE (DP104884).  
 (BE). RESTRICTION ON THE USE OF LAND (A) - DP1048282  
 - RESTRICTION ON THE USE OF LAND (7) - DP1048282  
 BENEFITED BY:  
 - EASEMENT FOR ASSET PROTECTION ZONE  
 10-5 WIDE - DP104884  
 - RIGHT OF ACCESS 11 WIDE & VARIABLE - DP104884  
 (BC) BENEFITED BY EASEMENT TO DRAIN  
 WATER 2 WIDE - DP104882

1965



## SCHEDULE OF BOUNDARIES

No.	BEARING	DIST	ARC	RAD.
1	24° 14' 35"	6.895	-	-
2	108° 55' 10"	15.485	15.48	85° 75'
3	124° 08'	10.415	10.415	85° 75'
4	118° 26' 25"	5.605	-	-
5	28° 11' 55"	5.685	-	-
6	84° 30' 30"	3.175	-	-
7	84° 30' 30"	3.175	-	-
8	30° 46' 20"	5.51	-	-

REF.	BEARING	DISTANCE	TYPE
a.	24° 10' 30"	3.12 & 11.525	R.M.D.H. & V.F.D. (DP1048282)
b.	29° 26' 25"	5.01	R.M.D.H. & V.F.D.
c.	104° 26' 25"	5.015	R.M.D.H. & V.F.D.
d.	200° 20'	5.015	R.M.D.H. & V.F.D.
e.	28° 20'	5.26	R.M.D.H. & V.F.D.

DP1104810

Registered: 26-2-2007

This is sheet 3 of my plan in 3 sheets  
dated 16/11/2006.

*AD Cowan*  
 Surveyor registered under the Surveying Act, 2002

This is sheet 3 of the plan in 3 sheets  
 issued by suitable certificate no. 123/2006  
 of

*Adrian*  
 Admitted Person/Registered/Qualified/Authorised

For use where space is insufficient in any panel on Plan  
 Form 3.

Plan Drawing only to appear in this space

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: NTR/NR

# DP1109029

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

(Sheet 1 of 6 Sheets)

Plan: **DP1109029**

Plan of Subdivision of Lot 1965 D.P.1104810 covered by Subdivision Certificate No. 26/2007

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

## Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
A 1	Easement to drain water 2 wide	3611	3600
✓ 2	Easement to drain water 3 wide	3613	Lake Macquarie City Council
✓ 3	Easement for electricity substation 5.3 wide	3613	Energy Australia
✓ 4	Positive Covenant 80 wide and 133.5 wide	3600	Lake Macquarie City Council
✓ 5	Positive Covenant 30 wide	3600	Lake Macquarie City Council
✓ 6	Positive Covenant 10 wide	3600	Lake Macquarie City Council
7	Restriction as to User	3605 - 3610 Inclusive	Lake Macquarie City Council
8	Restriction as to User	3613	Every other lot except 3600
9	Restriction as to User	3601 - 3611 Incl.	Every other lot except 3600

*[Handwritten signature]*

## DP1109029

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

(Sheet 2 of 6 Sheets)

### Part 2

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

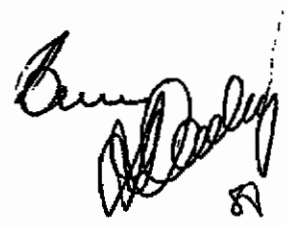
1. Full right leave liberty for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground and overhead electric mains posts poles cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for posts poles cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia its agents servants and workmen in the course of exercising its rights hereunder removes damage breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing may injure or damage the said posts poles cables and other apparatus or interfere with the free flow of electric current through over along and under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

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

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

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

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



## DP1109029

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

(Sheet 3 of 6 Sheets)

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

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

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

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

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

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

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

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

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

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

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

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

No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns other than Purchasers on sale and is doubled lapped and capped timber fence or any colourbond

*Handwritten signatures and initials:*  
N  
B  
J. O'Leary

## DP1109029

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

(Sheet 4 of 6 Sheets)

metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.

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

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

M

*[Handwritten signature]*

## DP1109029

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

(Sheet 5 of 6 Sheets)

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

*Bar*

*P*

*[Signature]*

*8*

DP1109029

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

(Sheet 6 of 6 Sheets)

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

Lake Macquarie City Council

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

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

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

Energy Australia

Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 & 9 inclusive in the plan.

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

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

.....  
Director  
Print Name: *Paul Hinks*

.....  
Director  
Print Name: *Jeff Mackay*  
*Director*

Executed by:

Executed by:

Mortgagee under Mortgage No. 5264958  
Signed at Sydney this 23rd day of  
APRIL 2007 for National  
Australia Bank Limited ABN 12 004 044 937  
by *LYNETTE IRENE GARRY* its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

.....  
Manager

*S. Alexander*  
Witness/Bank Officer *SCOTT ALEXANDER*  
255 George Street, Sydney NSW

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

DC 26 / 2007

Authorised Person: *G. Field*

Date: 13 / 04 / 07

REGISTERED



29.5.2007

# PLAN FORM 2

SIGNATURES AND SEALS OF



*Ben  
Pier  
Director*

*Jeff  
McGee  
Director*

Mortgagee's Mortgage No. 5264759  
Signed by Mortgagee on 13/04/2007 Day of  
April 2007  
Northern Territory Limited ABN 12 004 044 037  
by LYNETTE IRONS O/S 887, 888 only  
Agent for Attorney under Power of Attorney  
No. 642/2004

*Alexander*  
Walterbank Office 30/07 ALBANY  
264 George Street, Sydney NSW

Department of Lands Approval

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

Signature:                       
Date:                       
File Number:                       
Office:                     

## Subdivision Certificate

I certify that the provisions of 6.106(1) of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to the  
proposed

subdivision and all bonds  
(Court "imposed" as "new" appt)  
"Authorised Person/Deputy Manager/Authorised Officer"  
*C. Field*

Consent Authority: Lake Macquarie City Council  
Date of Endorsement: 13 APRIL 2007  
Accreditation no:                       
Subdivision Certificate no: 224/2007  
File no: 830/1998/16  
\*Date obtained & keptable

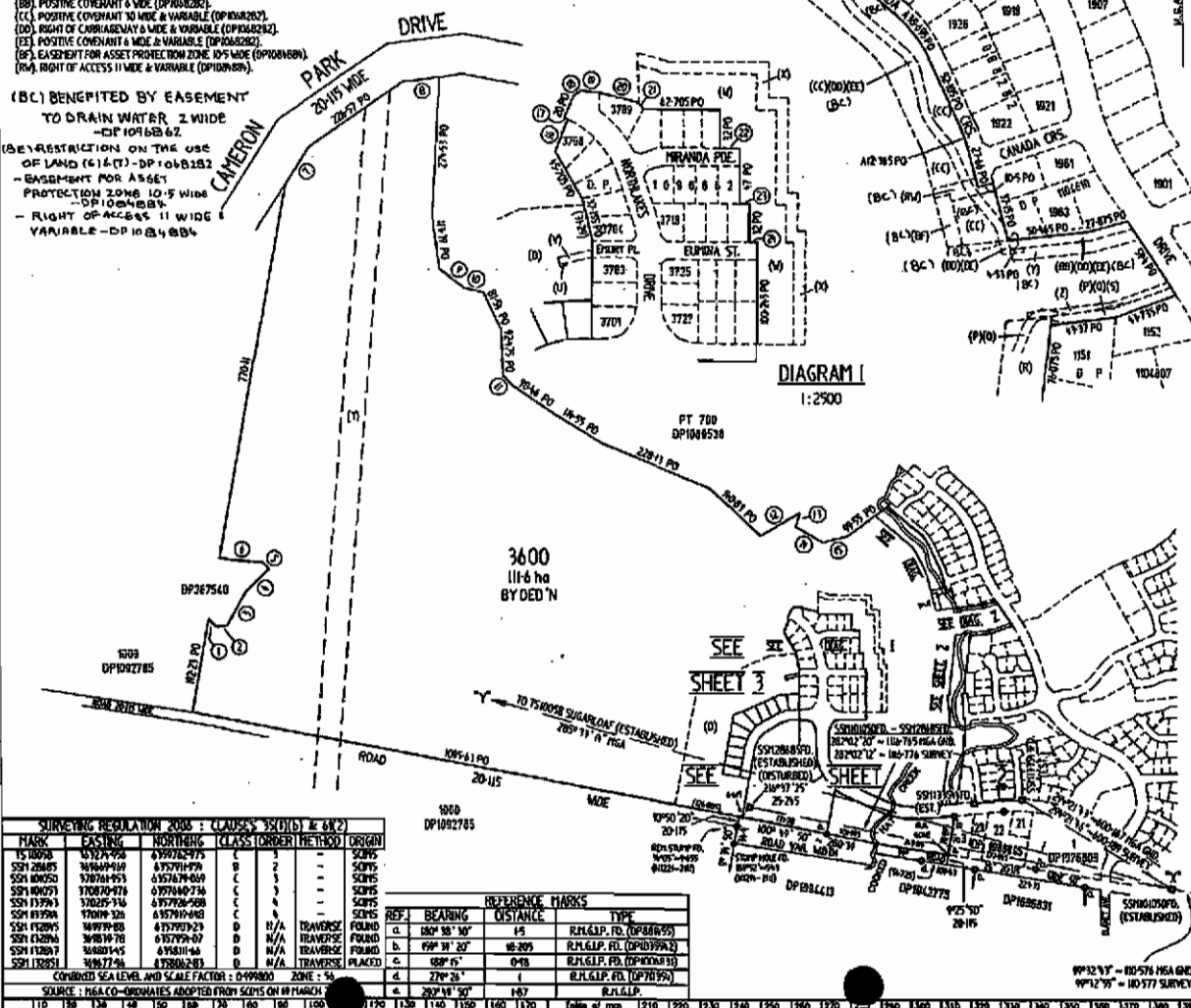
SURVEYOR'S REFERENCE: A711/1648

Plan Drawing only to appear in this space

SCHEDULE OF BOUNDARIES			
No.	DIST	No.	DIST
1	20-285 PO	9	24-625 PO
2	22-28 PO	10	24-61 PO
3	79-25 PO	11	27-1 PO
4	64-01 PO	12	90-6 PO
5	19-24 PO	13	20-22 PO
6	05-725 PO	14	24-31 PO
7	04-01 PO	15	50-085 PO
8	74-26 PO	16	20-51 PO

- (1) POSITIVE COVENANT TO WIDE & VARIABLE (DP1051815).
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- (3) POSITIVE COVENANT TO WIDE (DP1051815).
- (4) EASEMENT FOR TRANSMISSION LINE 15.72 MIDE (SEE BK.2470 No.157)
- (5) EASEMENT FOR TRANSMISSION LINE 15.72 MIDE (SEE BK.2470 No.157)
- (6) EASEMENT FOR TRANSMISSION LINE 15.72 MIDE (SEE BK.2470 No.157)
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- (B) BENEFIT BY EASEMENT TO DRAIN WATER 2 MIDE - DP 1046262
- (C) RESTRICTION ON THE USE OF LAND (616(7)) - DP 1046262
- (D) EASEMENT FOR ASSET PROTECTION ZONE 10.5 MIDE - DP 1046262
- (E) RIGHT OF ACCESS 11 MIDE VARIABLE - DP 1046262



SURVEYING REGULATION 2005 - CLAUSES 35(1)(D) & 41(2)			
MARK	EASTING	NORTHING	CLASS (ORDER) METHOD
15 10000	63274.958	6397024.975	C 1
5521 28485	761644.919	6357111.979	B 2
5521 80050	737014.953	6357474.949	C 1
5521 100773	770070.974	6370447.974	C 1
5521 113793	770225.974	6370724.958	C 1
5521 819506	770097.926	6370710.940	C 1
5521 112895	769797.908	6370703.923	D N/A
5521 112896	769810.970	6370709.957	D N/A
5521 112897	769821.945	6370714.944	D N/A
5521 112898	769832.944	6370719.943	D N/A

REFERENCE MARKS			
REF.	BEARING	DISTANCE	TYPE
a.	180° 58' 30"	15	R.L.G.L.P. (DP1046262)
b.	199° 11' 20"	10.205	R.L.G.L.P. (DP1046262)
c.	180° 15'	0.18	R.L.G.L.P. (DP1046262)
d.	270° 26'	1	R.L.G.L.P. (DP1046262)
e.	200° 14' 30"	147	R.L.G.L.P.

DIAGRAM 2  
1:2000

DIAGRAM 1  
1:2500

DP1109029

Registered:                      DW 27.5.2007

Title System: TURRENS

Purpose: SUBDIVISION

Ref. Map: U550-2 & 12

Ref. Map: U557-7 & 8

Last Plan: DP110810

PLAN OF SUBDIVISION OF

LOT 1965 DP110810

Longitudinal scale in metres. Reduction Ratio: 1:1000

L.S.A. LAKE MACQUARIE

Locality: CAMERON PARK

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of a plan in 3 sheets.

(Delete if inoperative)

Surveying Regulation, 2006

ALLAN WELSH, CHAIRMAN

of the LAKE MACQUARIE CITY COUNCIL

72 BELFORD STREET, BROWNSMEAD,

a company registered under the Companies Act, 2002, hereby certify

that the survey represented in this plan is accurate, and has been made

in accordance with the Surveying Regulation, 2006 and was completed

on 27 FEBRUARY 2007.

The survey relates to LOT 1965 TO 1971

(Delete if inoperative)

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

Signature:                      Date: 28/03/2007

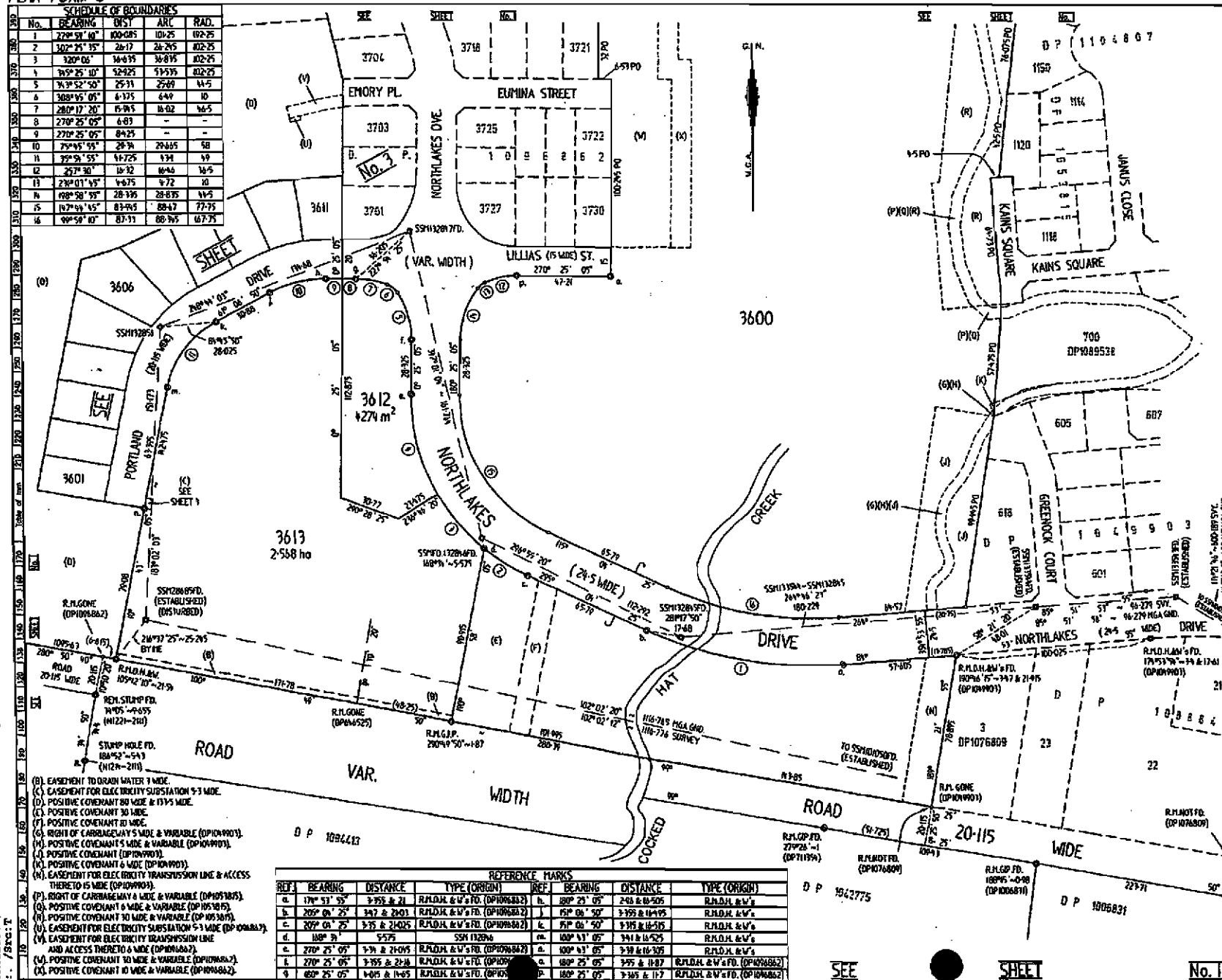
Signature:                      Date: 28/03/2007

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP1109029

Registered 29.5.2007

Date of sheet 2 of my plan is 1 sheet dated 29/05/2007

*A.D. Cavanagh*  
Surveyor registered under the Surveying Act, 1939

This is sheet 2 of the plan in 1 sheet covered by subdivision certificate no. 26/2007 of Lake Macquarie City Council

*C. Field*  
Adjunct Planning Manager/Planning Officer

For any other space is insufficient in any power on Plan Form 2.

Reduction Ratio 1:1250

SURVEYOR'S REFERENCE: R179/1648

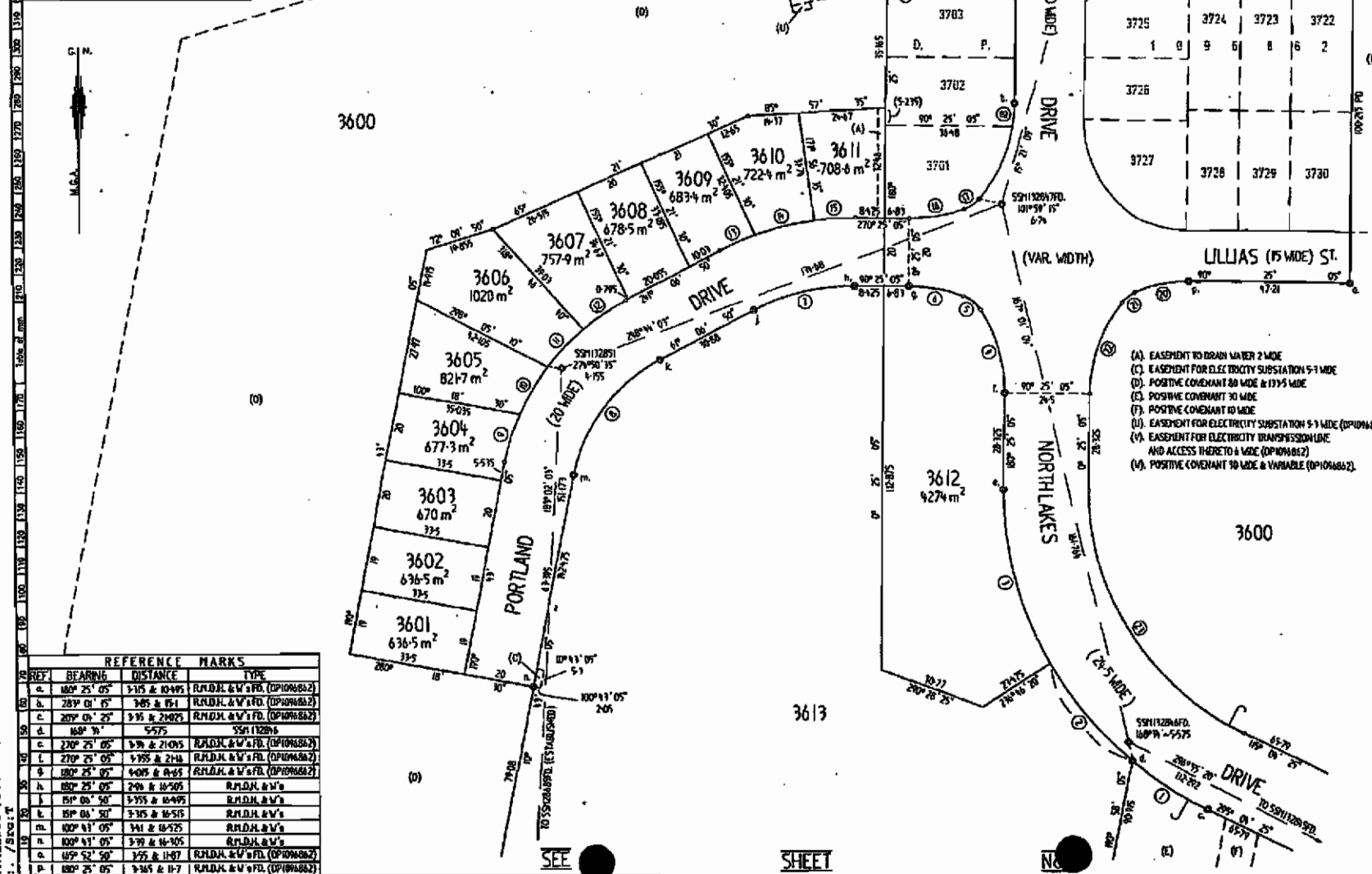
Reg: R12156 / Doc: DP 1109029 P / Nov: 31-May-2007 / Sts: SC OK / Prt: 23-Oct-2007 11:20 / Page: ALL / Seq: 2 of 3  
Ref: / Sect: /

# PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF BOUNDARIES											
No.	BEARING	DIST.	ARC	RAD.	No.	BEARING	DIST.	ARC	RAD.	No.	BEARING
1	302° 25' 15"	26.17	26° 25'	402.25	15	268° 10' 50"	11.525	0° 53' 5"	78		
2	320° 04'	36.635	30° 43'	102.25	16	260° 31' 30"	15.475	10° 05'	14.5		
3	75° 25' 10"	52.425	53° 55'	102.25	17	215° 10' 50"	5.125	5° 31'	10		
4	31° 52' 50"	25.31	25° 40'	44.5	18	180° 18' 40"	6.875	4° 05'	14.5		
5	308° 45' 05"	6.375	6° 48'	10	19	84° 54' 20"	10.17	10° 15'	81		
6	280° 17' 20"	15.945	16° 02'	14.5	20	257° 30'	10.32	14° 46'	14.5		
7	75° 45' 15"	28.71	29° 44'	58	21	218° 03' 45"	14.25	4° 22'	10		
8	351° 54' 55"	14.725	13° 1'	14	22	88° 58' 55"	28.135	28° 01'	14.5		
9	194° 46' 20"	10.555	10° 58'	60	23	167° 46' 45"	83.415	80° 47'	72.75		
10	200° 29' 10"	10	10° 05'	60							
11	222° 27' 10"	15.185	15° 25'	60							
12	231° 58' 45"	10.825	14° 05'	60							
13	245° 09' 20"	10.495	11° 05'	78							
14	252° 34' 15"	17.315	17° 35'	78							



REFERENCE MARKS				
REF.	BEARING	DISTANCE	TYPE	
1	140° 25' 05"	3.15 & 10.495	R.I.D.H. & W.F.D. (DP104862)	
2	283° 01' 15"	3.85 & 15.1	R.I.D.H. & W.F.D. (DP104862)	
3	207° 01' 25"	3.95 & 21.025	R.I.D.H. & W.F.D. (DP104862)	
4	140° 25' 05"	5.575	SS112284	
5	270° 25' 05"	3.39 & 21.045	R.I.D.H. & W.F.D. (DP104862)	
6	270° 25' 05"	1.995 & 21.14	R.I.D.H. & W.F.D. (DP104862)	
7	180° 25' 05"	4.095 & 0.65	R.I.D.H. & W.F.D. (DP104862)	
8	180° 25' 05"	2.96 & 10.205	R.I.D.H. & W.F.D. (DP104862)	
9	151° 00' 50"	3.555 & 10.495	R.I.D.H. & W.F.D. (DP104862)	
10	151° 00' 50"	3.315 & 10.515	R.I.D.H. & W.F.D. (DP104862)	
11	100° 43' 05"	3.41 & 10.525	R.I.D.H. & W.F.D. (DP104862)	
12	100° 43' 05"	3.39 & 10.505	R.I.D.H. & W.F.D. (DP104862)	
13	10° 52' 50"	3.25 & 11.87	R.I.D.H. & W.F.D. (DP104862)	
14	180° 25' 05"	3.365 & 11.7	R.I.D.H. & W.F.D. (DP104862)	

DP1109029

Registered: 29-5-2007

This is sheet 1 of the plan in 1 sheets dated 29/05/2007

*A. O'Connell*  
Surveyor registered under the Surveyors Act, 2002

This is sheet 3 of the plan in 3 sheets issued by addition certificate on 26/12/2007 to Lake Macquarie City Council

*L. Field*  
Attached Surveyor General/Registered Officer

For any other space or location in any panel on Plan Form 2

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: R174/1649

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

(Sheet 1 of 6 Sheets)

**DP1109030**

Plan of Subdivision of Lot 3600 in DP 1109029 covered by Subdivision Certificate No. 27/2007

Full name and address  
of the owner of the land:

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

Full name and address  
of the mortgagee of the land:

National Australia Bank  
Beaumont Street, Hamilton

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	3820 3811 3809 3808 3807 3806 3805 3804 3803 3802 3801	3800 3812 3810 3809-3810 3808-3810 3807-3810 3806-3810 3805-3810 3804-3810 3803-3810 3802-3810
2	Easement for electricity substation 3.3 wide	3800	Energy Australia
3	Easement for electricity transmission line and access thereto 4 wide	3800	Energy Australia
4	Positive Covenant 30 wide & variable	3800	Lake Macquarie City Council
5	Positive Covenant 10 wide & variable	3800	Lake Macquarie City Council
6	Restriction as to User	3801-3814 Inclusive	Lake Macquarie City Council
7	Restriction as to User	3801-3814 Inclusive	Lake Macquarie City Council
8	Restriction as to User	3801-3825 Inclusive	Every other lot except 3800

*Ben*  
*W. Bailey*

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

(Sheet 2 of 6 Sheets)

**DP1109030**

Part 2

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

1. Full right leave liberty for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground and overhead electric mains posts poles cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for posts poles cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia its agents servants and workmen in the course of exercising its rights hereunder removes damage breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing may injure or damage the said posts poles cables and other apparatus or interfere with the free flow of electric current through over along and under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

*P*

*Barry*  
*bu*

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

**DP1109030**

(Sheet 3 of 6 Sheets)

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

1. Full right leave liberty for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground and overhead electric mains posts poles cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for posts poles cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia its agents servants and workmen in the course of exercising its rights hereunder removes damage breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing may injure or damage the said posts poles cables and other apparatus or interfere with the free flow of electric current through over along and under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
7. This easement shall cease to apply in the event that the land burdened is dedicated as a public road in any future deposited plan.

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

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

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

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

11

*[Handwritten signature]*

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

**DP1109030**

(Sheet 4 of 6 Sheets)

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

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

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

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

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

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

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

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

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

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

11

*[Handwritten signature]*

43

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

**DP1109030**

(Sheet 5 of 6 Sheets)

- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to North Lakes Pty Limited its successors or assigns and is doubled lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees North Lakes Pty Limited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by North Lakes Pty Limited, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Lake Macquarie City Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (j)
  - (i) Not more than one residence shall be erected or be permitted to remain erected on any Lot other than a corner lot save and except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
  - (ii) No two residences shall be erected or be permitted to remain on any corner lot unless one residence faces one street and the other residence faces the other street.
  - (iii) In this sub-clause "corner lot" shall mean lots 3810, 3811, 3813, 3819 and 3820.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by North Lakes Pty Limited without the prior written consent of North Lakes Pty Limited.
- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

*P*

*Cur*  
*W. Bailey*  
*8*

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

**DP1109030**

(Sheet 6 of 6 Sheets)

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1, 6, & 7 inclusive in the plan.

Lake Macquarie City Council

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 and 3 in the plan.

Energy Australia

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

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

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

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

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



Director *[Signature]*  
Print Name: DIRECTOR

Director *[Signature]*  
Print Name: DIRECTOR  
*Self Mcclellan*

Executed by:

Executed by: Mortgagee under Mortgage No. 5264958  
Signed at Sydney this 23RD day of  
APRIL 2007 for National  
Australia Bank Limited ABN 12 004 044 937  
BY LYNETTE IRENE OARBY its duly  
appointed Attorney under Power of Attorney  
No. 649 Book 3824

Manager

*S. Alexander*  
Witness/Bank Officer SCOTT ALEXANDER  
255 George Street, Sydney NSW

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

DC 820, 1999 LE

Authorised Person: *L. Field*

Date: 13.1.04.1.07

**REGISTERED**



31.5.2007

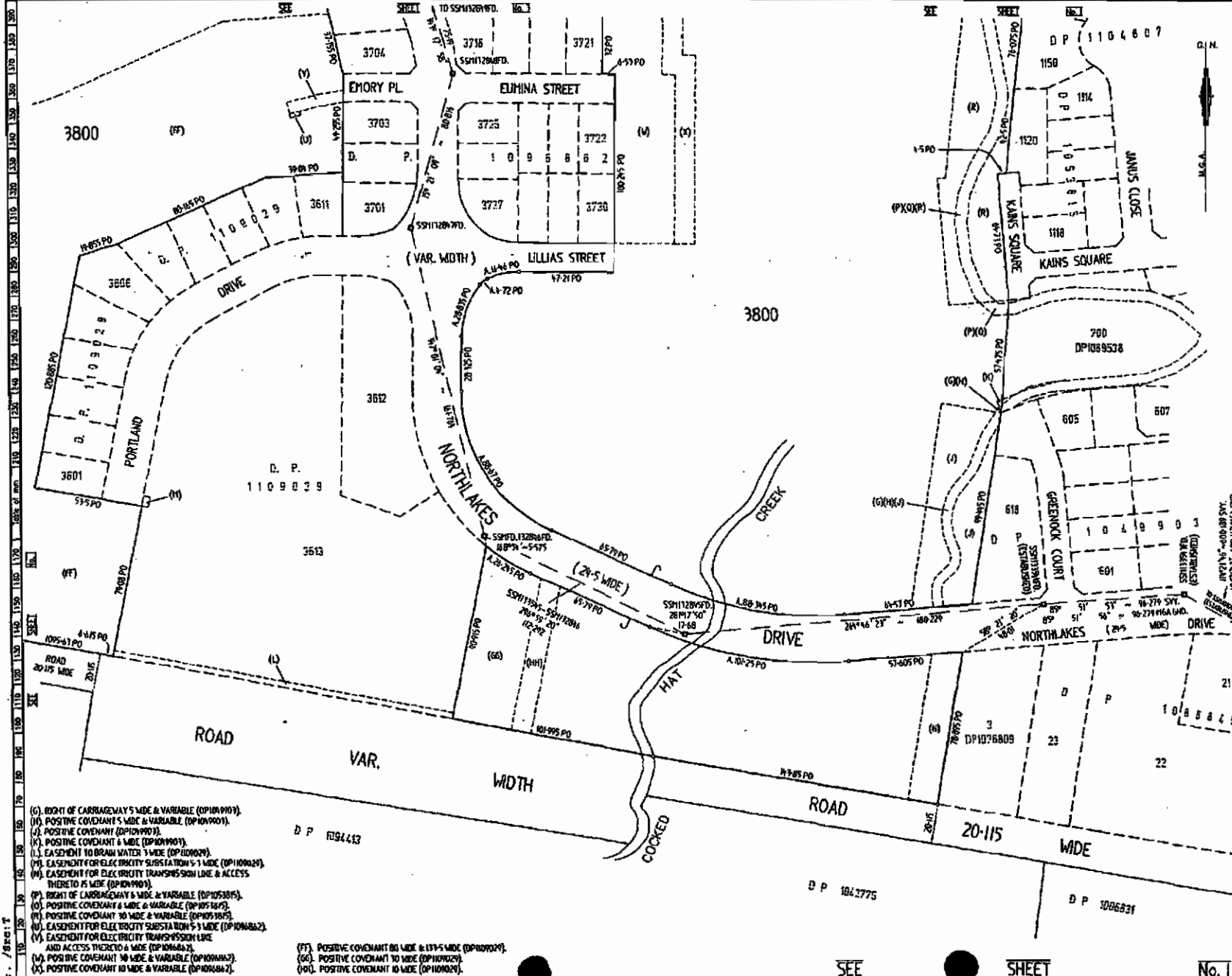


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Reg: 2012164 / Dec: DP 1109030 P / Rev: 31-May-2007 / Sts: SC OK / Pct: 23-Oct-2007 11:21 / Pgs: ALL / Seq: 2 of 3



<p><b>DP1109030</b></p> <p>Registered:  31-5-2007</p> <p>This is sheet 2 of the plan in 3 sheets dated 24/01/2007</p> <p><i>G. Field</i>          Surveyor registered under the Survey Act, 2002</p> <p>This is sheet 2 of the plan in 3 sheets dated 24/01/2007          of Lake Margaret City Council</p> <p><i>G. Field</i>          Authorised Person/Planned/Manager/Responsible Officer</p> <p>For copy where space is insufficient in any panel on Plan Form 2.</p>	
<p>Reduction Ratio to G250</p> <p>Surveyors Reference: N174/38</p>	

OFFICE USE ONLY

(A) EASEMENT TO DRAIN WATER 2' WIDE  
(B) EASEMENT FOR ELECTRICITY SUBSTATION 7-11' WIDE  
(C) EASEMENT FOR ELECTRICITY TRANSMISSION LINE  
AND ACCESS THERE TO 30' WIDE  
(D) POSITIVE COVENANT NO WIDE & VARIABLE  
(E) POSITIVE COVENANT NO WIDE & VARIABLE  
(F) EASEMENT TO DRAIN WATER 2' WIDE (DP1096862)  
(G) EASEMENT FOR ELECTRICITY SUBSTATION 5-11' WIDE (DP1096862)  
(H) EASEMENT FOR ELECTRICITY TRANSMISSION LINE  
AND ACCESS THERE TO 30' WIDE (DP1096862)  
(I) POSITIVE COVENANT NO WIDE & VARIABLE (DP1096862)  
(J) POSITIVE COVENANT NO WIDE & VARIABLE (DP1096862)  
(K) POSITIVE COVENANT 80' WIDE & 113-5' WIDE (DP1096862)

SCHEDULE OF REFERENCE MARKS			
REF.	BEARING	DISTANCE	TYPE
a.	252° 15' 20"	3.75 ± 0.294	R.I.D.M. & V.F.D. (DP040682)
b.	199° 32' 50"	3.25 ± 0.492	R.I.D.M. & V.F.D. (DP040682)
c.	120° 26' 25"	2.85 ± 0.495	R.I.D.M. & V.F.D. (DP040682)
d.	88° 53' 30"	3.40 ± 0.50	R.I.D.M. & V.F.
e.	178° 51' 30"	3.275 ± 0.52	R.I.D.M. & V.F.
f.	88° 51' 30"	3.40 ± 0.52	R.I.D.M. & V.F.
g.	89° 00' 00"	3.455 ± 0.605	R.I.D.M. & V.F.

This is school 3 of my place is 3 sheets  
dated 29/03/2007

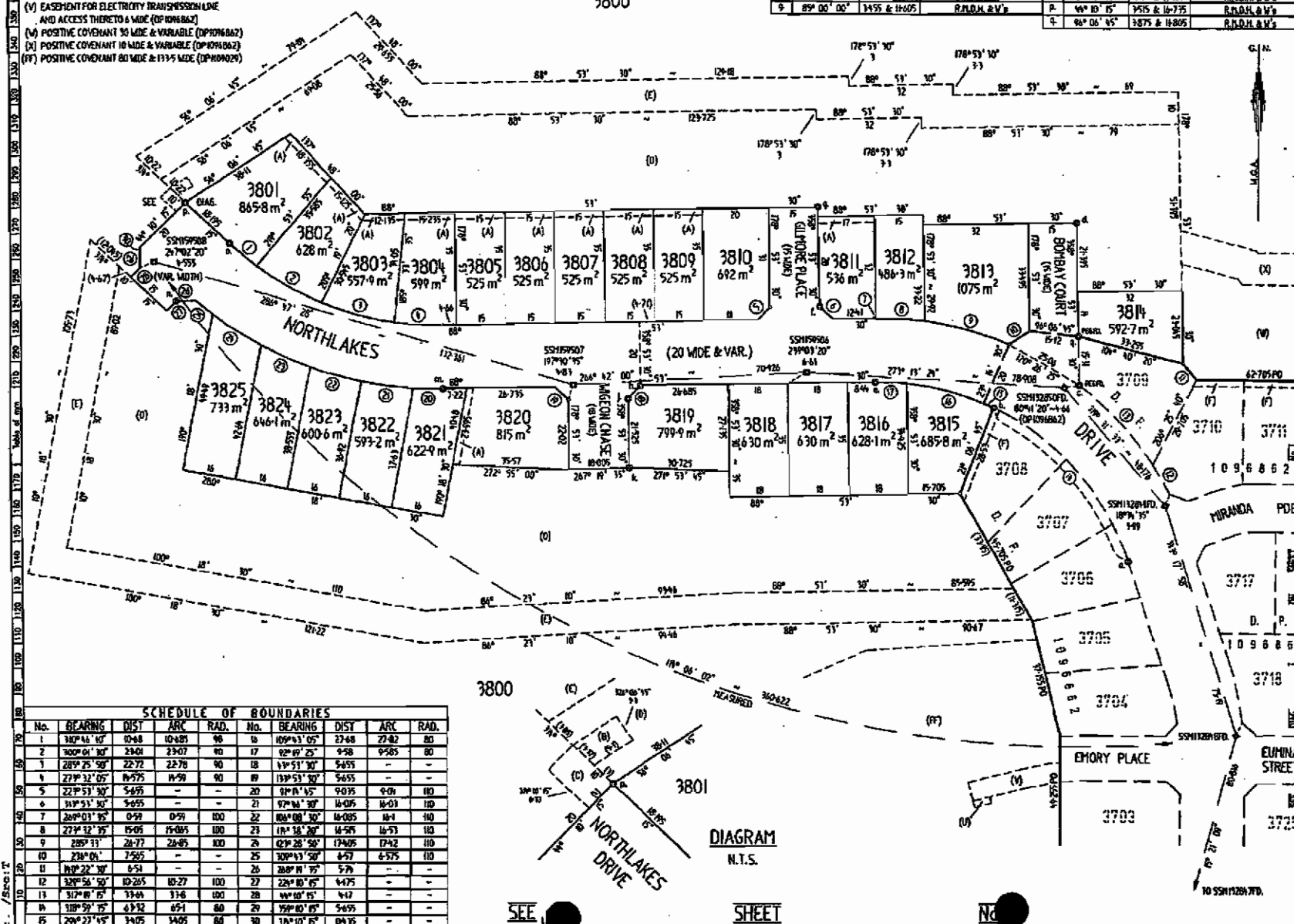
*AVCough.*  
Scriber registered under the Trade Act, 2002

This is sheet 3 of the plan is 3 sheets  
covered by multiple contracts on 27/12/07  
at Lake Macquarie City Council

C. Field

Admitted Nurse/Registered Nurse/Advanced Practice Nurse

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



Studying Ratio 1: 800

SAVING ATTORNEY: BIR/18

ADULTS ONLY



23 October 2007

PAUL HINES SOLICITOR  
PO Box 2089  
GATESHEAD DC NSW 2290

25 OCT 2007

Our Ref: 36132  
Your Ref: PH:FM  
ABN 81 065 027 868

**SECTION 149 PLANNING CERTIFICATE**  
**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 40.00  
Receipt No: 5194646  
Receipt Date: 23 October 2007

**DESCRIPTION OF LAND**

**Address:** 51 Constitution Drive, CAMERON PARK NSW 2285  
**Lot Details:** Lot 3800 DP 1109030  
**Parish:** Teralba  
**County:** Northumberland

For: BRIAN BELL  
GENERAL MANAGER

[www.lakemac.nsw.gov.au](http://www.lakemac.nsw.gov.au)

Phone: 02 4921 0333

126-138 Main Road Speers Point NSW 2284  
Box 1906, Hunter Region Mail Centre NSW 2310

Fax: 02 4958 7257 [council@lakemac.nsw.gov.au](mailto:council@lakemac.nsw.gov.au)

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**ADVICE PROVIDED IN ACCORDANCE WITH SECTION 149(2)**

**1 Names of Relevant State Environmental Planning Policies, Regional Environmental Plans, Local Environmental Plans and Development Control Plans**

- (1) (a) The name of each local environmental plan and deemed environmental planning instrument applying to the land.
- Lake Macquarie Local Environmental Plan 1984
- Lake Macquarie Local Environmental Plan 2004
- (b) The name of each draft local environmental plan applying to the land that has been placed on exhibition under section 66(1)(b) of the Act.
- Lake Macquarie Local Environmental Plan 2004 (Amendment No. 5)
- Lake Macquarie Local Environmental Plan 2004 (Amendment No. 14)
- (c) The name of each development control plan applying to the land that has been made by the relevant planning authority under Division 6 of Part 3 of the Act (including any made by the council under section 72, or the Director-General under section 51A, before the repeal of those sections).
- Development Control Plan No. 1 – Principles of Development
- Development Control Plan No. 2 – Complying Development
- Development Control Plan No. 33 - Exempt Development
- Development Control Plan No. 34 - Complying Development
- (2) (a) The name of each regional environmental plan applying to the land.
- Hunter Regional Environmental Plan 1989
- (b) The name of each draft regional environmental plan applying to the land that has been placed on exhibition under section 47(b) of the Act.
- Nil
- (3) (a) The name of each State environmental planning policy applying to the land.
- State Environmental Planning Policy - (Seniors Living) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)
- State Environmental Planning Policy (ARTC Rail Infrastructure)
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Major Projects) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy No. 1 – Development Standards

State Environmental Planning Policy No. 4 – Development without Consent and Miscellaneous Exempt and Complying Development (except Clause 6-10)

State Environmental Planning Policy No. 6 – Number of Storeys in a Building

State Environmental Planning Policy No. 8 – Surplus Public Land

State Environmental Planning Policy No. 9 – Group Homes

State Environmental Planning Policy No. 10 – Retention of Low-Cost Rental Accommodation (insofar as Clause 6 of the SEPP may apply)

State Environmental Planning Policy No. 11 – Traffic Generating Developments

State Environmental Planning Policy No. 16 – Tertiary Institutions

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 32 – Urban Consolidation (Redevelopment of Urban Land)

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 35 – Maintenance Dredging of Tidal Waterways

State Environmental Planning Policy No. 36 – Manufactured Homes Estates (except as maybe excluded by Clause 6 of the SEPP)

State Environmental Planning Policy No. 44 – Koala Habitat Protection

State Environmental Planning Policy No. 48 – Major Putrescible land Fill Sites

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 64 – Advertising and Signage

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

State Environmental Planning Policy No. 72 – Linear Telecommunications Development – Broadband (as amended)

- (b) The name of each draft State environmental planning policy applying to the land that has been publicised as referred to in section 39(2) of the Act.

Draft State Environmental Planning Policy No. 1 Development Standards (Amendment No. 1)

Draft State Environmental Planning Policy No. 66 – Integration of Land Use and Transport

Draft State Environmental Planning Policy (Application of Development Standard) 2004

Draft State Environmental Planning Policy – Subdivision

Draft State Environmental Planning Policy – Sewerage Works

Draft State Environmental Planning Policy (Temporary Structures and Places of Public Entertainment) 2007

**2 Zoning and land use under relevant Local Environmental Plans**

- (1) The following answers (a) to (h) relate to the Plan (see 1(1)(a) above).

- (a) The identity of the zone applying to the land.

Residential 2a

Open Space 6c (Local Reservation)

Environmental Protection 7d

2(1) Residential

7(2) Conservation (Secondary)

- (b) The purposes for which the Plan provides that development may be carried out within the zone without the need for development consent.

Specified in Attachment A & B

- (c) The purposes for which the Plan provides that development may be carried out within the zone except with development consent.  
Specified in Attachment A & B
- (d) The purposes for which the Plan provides that development is prohibited within the zone.  
Specified in Attachment A & B

**NOTE:** The advice in sections (b), (c) and (d) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 1984 & 2004 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.  
Specified in Attachment A & B
- (f) Whether the land includes or comprises critical habitat.  
No
- (g) Whether the land is in a conservation area (however described).  
Yes
- (h) Whether an item of environmental heritage (however described) is situated on the land.  
See Attachment A & B  
An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System, may affect the land. The applicant should contact the Department of Environment and Conservation for more information.  
An Aboriginal Heritage Study is being developed for the City. Further information can be sought from Council's Heritage Officer.

- (2) The following answers (a) to (h) relate to the Draft Plan (see 1(1)(b) above).
- (a) The identity of the zone applying to the land.  
2(1) Residential  
7(2) Conservation (Secondary)

- (b) The purposes for which the Draft Plan provides that development may be carried out within the zone without the need for development consent.

Specified in Attachment A

- (c) The purposes for which the Draft Plan provides that development may be carried out within the zone except with development consent.

Specified in Attachment A

- (d) The purposes for which the Draft Plan provides that development is prohibited within the zone.

Specified in Attachment A

**NOTE:** The advice in sections (b), (c) and (d) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2004 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

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

Specified in Attachment A - Schedule 2.

- (f) Whether the land includes or comprises critical habitat.

No

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

Yes

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

See Attachment A - Schedules 4, 5 and 6

An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System, may affect the land. The applicant should contact the Department of Environment and Conservation for more information.

An Aboriginal Heritage Study is being developed for the City. Further information can be sought from Council's Heritage Officer.

### **3 Repealed**

**4 Coastal Protection**

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.

No

**5 Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

The land is within a proclaimed Mine Subsidence District under the *Mine Subsidence Compensation Act 1961*. The approval of the Mines Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information and mine subsidence and advise whether existing structures comply with the requirements of the Act.

**6 Road widening and road realignment**

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the SECTION 149(5) certificate.

**7 Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
- (ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

All land within the Lake Macquarie City Council area is affected by the Council's Geotechnical Policy dated 19th April 1993, on land slip or subsidence. If you require any further clarification on the policy and how it may affect any possible development applications contact the Council on 02 4921 0242.

- (b) bushfire

Yes

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes if indicated on the Acid Sulfate Soils Planning Maps supplied by The Department of Land & Water Conservation marked Edition 2, dated December 1997, available at the Council.

- (e) any other risk (other than flooding).

No

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

**7A Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

No

**8 Land reserved for acquisition**

Whether or not any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

Yes

**9 Contributions Plans**

The name of each contributions plan applying to the land.

The Lake Macquarie Section 94 Contributions Plan No.2 - Northlakes (2004)

**10 Matters arising under the Contaminated Land Management Act 1997 (s.59(2))**

- (a) Is the land within land declared to be an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.

No

- (b) Is the land subject to an investigation order or remediation order within the meaning of the Contaminated Land Management Act 1997.

No

- (c) Is the land the subject of a voluntary investigation proposal (or voluntary remediation proposal) the subject of the Environment Protection Authority's agreement under section 19 or 26 of the Contaminated Land Management Act 1997.

No

- (d) Is the land the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997.

No

**11 Bush Fire Prone Land**

ALL of the land is bush fire prone land.

NOTE: The Lake Macquarie Bush Fire Prone Land Map can be inspected at Council's Administration Building during normal office hours or contact Council on 02 4921 0333.

**12 Property Vegetation Plans**

The land IS NOT subject to a property vegetation plan under the Native Vegetation Act 2003.

NOTE: The advise provided in this section is based on notification by the Hunter Central Rivers Catchment Management Authority of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

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

Has an order been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

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

**14      Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

**15      Conditions affecting seniors housing**

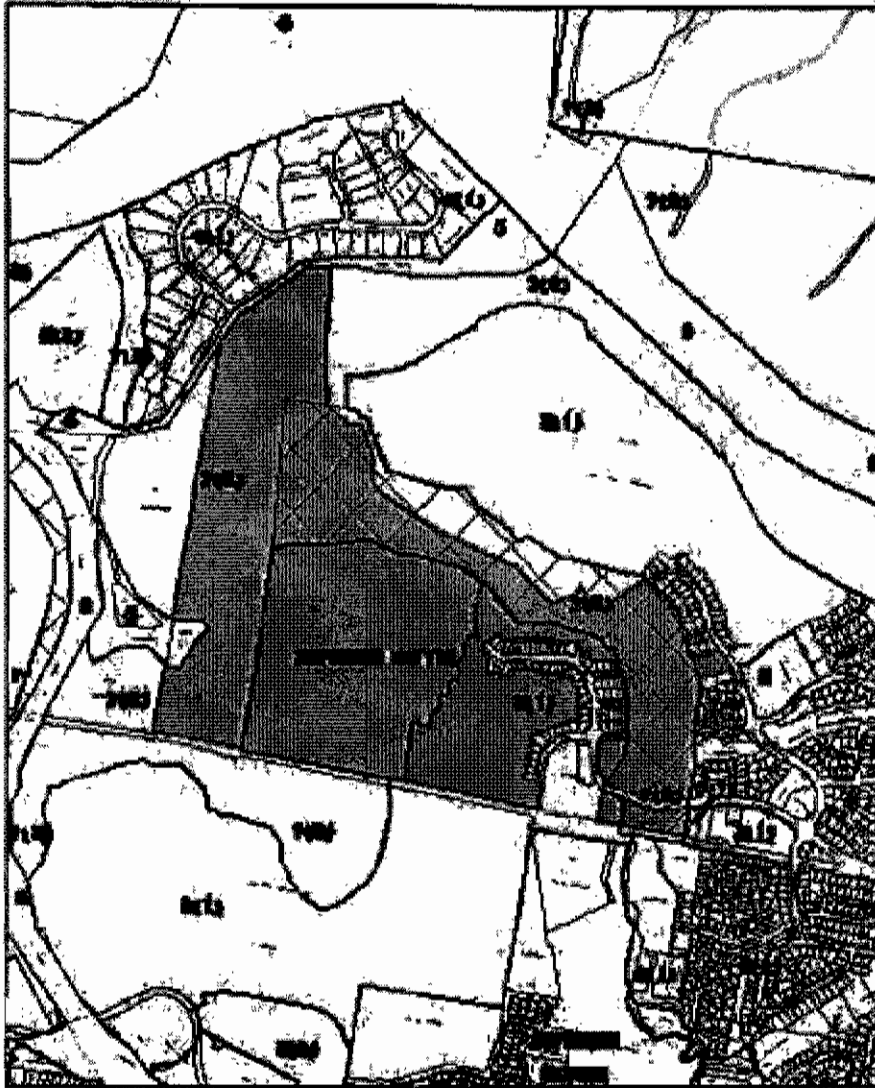
If a development application is granted on or after the date on which this clause commences under *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* with respect to the land, a statement setting out the terms of any conditions on which the application was granted of the kind referred to in clause 18 (2) of that Policy.

Nil

**ATTACHMENTS:**

- A      Lake Macquarie Local Environmental Plan 2004 instrument
- B      Lake Macquarie Local Environmental Plan 1984 instrument
- C      Lake Macquarie Local Environmental Plan 2004 zoning map

ATTACHMENT C:



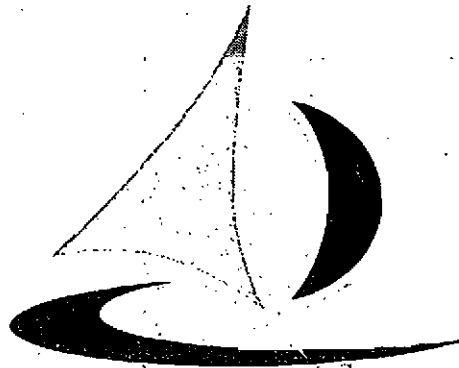
**LAKE MACQUARIE CITY COUNCIL**  
**LOCAL ENVIRONMENTAL PLAN 2004-Zoning Map**  
**149 Cert. No.: 36132**



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Land and Property Information NSW

Updated: 01-10-2007  
Revised by: J. Haynes

Not to  
Scale



CITY OF

*Lake Macquarie*

# **LAKE MACQUARIE**

Local Environmental Plan, 1984  
(As Amended)

REPRINT BY LAKE MACQUARIE CITY COUNCIL

Incorporating all Amendments Gazetted as of  
**19 June 2001. Update No. 22**

**ADDENDUM OF AMENDMENTS MADE SINCE PUBLICATION OF  
LAKE MACQUARIE LOCAL ENVIRONMENTAL PLAN, 1984 - UPDATE NO. 22**

By inserting at the end of Clause 3, the following subclause:

- (1) This plan does not apply to land to which *Lake Macquarie Local Environmental Plan, 2000-North Wallarah Peninsula* applies, despite subclause (1).

By inserting in appropriate order in the definitions of the map in **Clause 7(1)**:

Lake Macquarie Local Environmental Plan 1984 (Amendment No. 168) – Sheet 1;  
Lake Macquarie Local Environmental Plan 1984 (Amendment No. 169);  
Lake Macquarie Local Environmental Plan 1984 (Amendment No. 176) – Sheets 2 and 4;  
Lake Macquarie Local Environmental Plan 1984 (Amendment No. 177);  
Lake Macquarie Local Environmental Plan 1984 (Amendment No. 182) – Sheets 5 and 6;

By inserting after **Clause 32(5)**:

- (6) Land described to in Part 3 of Schedule 4:
- a) to the extent (if any) that the land is a public reserve, does not cease to be a public reserve, and
  - b) continues to be affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants by which it was affected before its classification, or reclassification, as operational land.

By omitting from **Clause 32(4)** the words:

"cited at the end of the description of the parcel"

and inserting instead the words:

"that inserted the description of the parcel in that Part"

By inserting at the end of **Schedule 3**, in Columns 1 and 2 respectively:

- |  |   |
|--|---|
| 9. Land at Macquarie Hills, fronting Lawson Road, being part of Lots 1 – 3, DP 218658 and Lot 30, DP879072, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 177)". | A development control plan applying only to the land must be submitted to, and adopted by, the Council. The development control plan must address to the satisfaction of Council, habitat corridors, slope stability, drainage, water quality management, visual impact and access to the proposed development. |
|--|---|

By inserting in appropriate order, in **Part 2 of Schedule 4**:

<b>Balcolyn</b>	Yarrowonga Park Road – Part Lot 1, DP 254920, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 182)".
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## ADDENDUM OF AMENDMENTS MADE SINCE PUBLICATION OF LAKE MACQUARIE LOCAL ENVIRONMENTAL PLAN, 1984 - UPDATE NO. 22

<b>Belmont</b>	Glover Street – Part of Lot 817, DP 818217, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 168)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 168).
<b>Blacksmiths</b>	Corner Tiriki and Beltana Streets – Lot 16, DP 247005, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174).
<b>Cardiff</b>	Main Road - Lots 3 and 4, DP 1012247, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174).  St Clair Place – Part of Lot 5, DP 222593, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 176)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 176).
<b>Charlestown</b>	Pacific Highway – Part Lot 231, DP 810988, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 182)".
<b>Rathmines</b>	Sunlight Parade – Lot 5, DP 249718, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 176)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 176).
<b>Wangi Wangi</b>	David Street – Lot 13, DP 731121, as shown edged heavy black on Sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 182)".
<b>Warners Bay</b>	King Street – Lots 1 and 2, DP 521740, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174)" – Lake Macquarie Local Environmental Plan 1984 (Amendment No. 174).

By inserting after **Part 2 of Schedule 4**, the following:

### **Part 3 - Public reserve status and trusts, etc not changed**

<b>Eleebana</b>	Barekl Road – Part of Lot 55, DP 25476, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 173)".
<b>Wakefield</b>	Wakefield Road – Part of Lot 153, DP 823161, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 182)".

By inserting at the end of **Schedule 5**, in Columns 1 and 2 respectively:

- |  |   |
|--|---|
| <p>7. So much of Lot 104, DP 1000408, George Booth Drive, Estelville, being as shown edged heavy black and lettered "3(a)" on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 169)".</p> | <p>The total gross floor area of retail development is not to exceed 10,000 square metres</p> |
|--|---|

# ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## Lake Macquarie Local Environmental Plan, 1984

I, the Minister for Planning and Environment, in pursuance of Section 70 of the Environmental Planning and Assessment Act, 1979, make the local environmental plan set out hereunder, being a scheme prepared in accordance with directions given pursuant to Clause 3(1) of Schedule 3 to the Miscellaneous Acts (Planning) Repeal and Amendment Act, 1979. (80-935).

TERRY SHEAHAN  
Minister for Planning and Environment

Sydney, 19th April, 1984

LAKE MACQUARIE LOCAL ENVIRONMENTAL PLAN, 1984

## PART 1 PRELIMINARY

### Citation

1. This plan may be cited as "Lake Macquarie Local Environmental Plan, 1984".

Aims, objectives etc.

2. (1) This plan aims to encourage the proper management, development and conservation of natural and man-made resources, to promote the social and economic welfare of the community and to provide a better environment, and in particular -

- (a) to promote and co-ordinate the orderly and economic use and development of land;
- (b) to ensure that the development of land does not exceed the environmental capacity of the City of Lake Macquarie;
- (c) to provide sufficient land for all uses in accordance with anticipated growth, so as to provide a reasonable balance between supply and demand;
- (d) to provide a pattern of development that ensures the best possible location of commercial centres from point of view of consumers;
- (e) to ensure that new industrial and commercial developments are located so as to provide goods access to suppliers and markets;
- (f) to locate new employment and population so that there is the greatest possible range of job opportunities;
- (h) to minimise any adverse impact of improvements to the transport system on the physical and social environment;
- (i) to prevent the sterilisation of prime economic resources, primarily coal, other extractive materials and forests;
- (j) to locate new urban development so as to minimise development costs;
- (k) to make provision for further population growth in the region through the release of suitable land for residential and associated uses;
- (l) to minimise infrastructure costs by achieving the fullest possible use of existing facilities;
- (m) to provide an adequate transportation system, making provision for future extensions where required;
- (n) to plan for the educational, cultural, health and social needs of the population;
- (o) to plan the disposition of residential areas, service centres and places of work so as to minimise the cost and inconvenience of travelling to and from these;
- (p) to confine residential and industrial development to selected areas which are able to accommodate and contain demand;

- (q) to control development so as to minimise potential hazards of air, water and land pollution;
- (r) to prevent future soil erosion and combat existing erosion;
- (s) to protect areas of high landscape value and natural areas of conservation and recreation significance, including coastal wetlands;
- (t) to protect areas of scientific, historical or archaeological significance to the region or State;
- (u) to protect Lake Macquarie from the adverse effects of urbanisation and improper recreational use, and specifically from increased siltation and from pollution from sewage, industry, power generation and mining;
- (v) to preserve the scenic value and rural character of the western and southern areas of the City as a buffer to Central Coast development, and as a quiet recreational zone;
- (w) to make provision for adequate social and community facilities in those locations most accessible to the people who need to use them;
- (x) to set aside land for a wide range of housing types, and in particular for low-cost housing;
- (y) to ensure that all localities in the City are provided with access to an adequate range of services, having regard to the needs and mobility of the residents of those localities;
- (z) to maintain the relatively high degree of social mix already achieved in the City, and to inhibit any concentration of areas of privilege or disadvantage;
- (za) to protect the City of Lake Macquarie, its people and the environment from contamination or degradation by radioactive substances;
- (aa) to encourage the provision of employment opportunities in locations close to places of residence, particularly for young people and women;
- (bb) to provide the maximum freedom of choice in respect of residential locations, consistent with the achievement of the other objectives of this plan;
- (cc) to maintain and improve access to, on and around Lake Macquarie in a manner which provides for its greatest public use and enjoyment;
- (dd) to ensure that any use permitted on land adjacent to lake Macquarie confers a positive benefit to the public;
- (ee) to implement floodplain management in accordance with the principles contained in the manual relating to the development of flood liable land published under section 582A (4) of the Local Government Act 1919;
- (ff) to identify and set aside land adjoining Lake Macquarie for a regional park, to promote recreation and eco-tourism uses on that land which are compatible with nature and landscape conservation objectives and to ensure that public access to such land is commensurate, in terms of both location and design, with the regional function of the park;
- (gg) to conserve the City's environmental heritage;
- (hh) to integrate heritage conservation into the planning and development control processes;
- (ii) to provide for public participation in the conservation of environmental heritage; and
- (iii) to ensure that any development does not adversely affect the heritage significance of heritage items and heritage conservation areas and their settings.

(2) The intentions of the various zones contained in this plan are as follows:

- (a) in Zone No. 1(a), land is set aside to promote rural development and to protect against urban encroachment;
- (b) in Zone No. 1(b), land is set aside to promote rural development, to protect against urban encroachment and to protect the safety and efficiency of main and arterial roads;

- (c) in Zone No. 1(c), land is set aside for the purposes of small rural holdings and hobby farms;
- (d) in Zone No. 1(d), land is set aside for forestry purposes;
- (e) in Zone No. 2(a), land is set aside predominantly for neighbourhoods of dwelling-houses;
- (f) in Zone No. 2(b), land is set aside predominantly for low-density residential flat building development up to a density of 60 bedrooms per hectare;
- (g) in Zone No. 2(c), land is set aside predominantly for medium-density residential flat building development up to a density of 120 bedrooms per hectare;
- (h) in Zone No. 3(a), land is set aside for general commercial development;
- (i) in Zone No. 3(b), land is set aside for particular specified types of commercial development;
- (j) in Zone No. 3(c), land is set aside for commercial development designed to service surrounding neighbourhoods;
- (k) in Zone No. 3(d), land is set aside to enable mixed use development, including residential and recreational development, and commercial and light industrial development with access to public transport that will provide permanent employment opportunities for people within walking distance;
- (l) in Zone No. 4(a), land is set aside for general inoffensive industrial development;
- (m) in Zone No. 4(b), land is set aside for particular specified types of industrial development;
- (n) in Zone No. 5(a), land is set aside for particular specified special purposes;
- (o) in Zone No. 5(b), land is set aside for future main road development;
- (p) in Zone No. 5(c), land is set aside for future local road development;
- (q) in Zone No. 5(d), land is set aside for use by the State Rail Authority of New South Wales for railway purposes;
- (r) in Zone No. 6(a), land owned or controlled by the Council is set aside for both passive and active public recreation;
- (s) in Zone No. 6(b), privately owned land is set aside for private recreation;
- (t) in Zone No. 6(c), land is set aside for future local public recreation;
- (u) in Zone No. 6(d), land is set aside for open space of regional significance;
- (v) in Zone No. 6(e), land is set aside for a lake foreshore regional park;
- (w) in Zone No. 7(a), land is set aside for the purpose of preserving areas of high landscape quality;
- (x) in Zone No. 7(b), land is set aside for the purpose of protecting wildlife and its habitats;
- (y) in Zone No. 7(c), land is set aside for the purpose of protecting sensitive coastal areas; and
- (z) in zone No. 7(d), land is set aside for the purpose of preserving areas of environmental quality.

#### Land to which plan applies

3. This plan applies to all land within the City of Lake Macquarie as shown on the map, with boundaries as indicated on the map.

#### Relationship to other environmental planning instruments

4. (1) This plan -
- (a) amend the Northumberland Local Environmental Plan in the manner set out in Clause 5; and
  - (b) repeals the instruments referred to in subclause (2) to the extent to which those instruments applied,

immediately before the appointed day, to the land to which this plan applies.

- (2) The following instruments are repealed to the extent to which they applied, immediately before the appointed day, to the land to which this plan applies -
- (a) Interim Development Orders No.s 15, 19, 37, 41, 80, 82, 83, 93, 116, 117, 121, 123, 124, 127, 129, 131-152, 154, 155, 157-175, 182, 186 and 199 - Shire of Lake Macquarie;
  - (b) Interim Development Orders No.s 66, 71, 110, 130, 153, 176, 178-180, 184, 185, 187-198, 200-218, 220, 224, 225, 227 and 228 - Municipality of Lake Macquarie;
  - (c) Interim Development Orders No.s 219, 221-223 and 229-232 - Lake Macquarie;
  - (d) such other Local Environmental Plans and deemed environmental planning instruments as, immediately before the appointed day, applied to the land to which this plan applies.

#### Amendment of the Northumberland Local Environmental Plan

5. The Northumberland Local Environmental Plan is amended

- (a)(i) by omitting from clause 2(b) the words "Newcastle; and" and by inserting instead the word "Newcastle";
- (ii) by omitting clause 2(c);
- (b)(i) by omitting from paragraph (a) of the definition of "council" in clause 6(1) the word "Cessnock"; and by inserting instead the words "Cessnock, and";
- (ii) by omitting from paragraph (b) of the definition of "Council" in clause 6(1) the words "Newcastle; and" and by inserting instead the word "Newcastle";
- (iii) by omitting paragraph (c) of the definition of "council" in Clause 6(1);
- (iv) by omitting from the definition of "the map" in clause 6(1) of the words "the Municipality of Lake Macquarie";
- (v) by inserting in the definition of "the map" in Clause 6(1) after the word "Table" where secondly occurring the words "except in so far as any such map relates to land within the Municipality of Lake Macquarie";
- (c)(i) by omitting from clause 23(1) the matter, "B or C" and by inserting instead the matter "or B";
- (ii) by omitting clause 23(2);
- (iii) by omitting Tables C and D to clause 23.

#### Arrangement

6. This plan is divided as follows:

- PART I - PRELIMINARY Cl. 1-9
- PART II - GENERAL RESTRICTIONS ON DEVELOPMENT - Cl.10
- PART IIA - EXEMPT AND COMPLYING DEVELOPMENT - Cl. 10A, 10B
- PART III - SPECIAL PROVISIONS - Cl. 11-31.
- PART IV-HERITAGE CONSERVATION SCHEDULES

#### Interpretation

7. (1) In this plan, except in so far as the context or subject-matter otherwise indicates or requires -

"altitude", in relation to a building, means the maximum elevation of the building above the Australian Height Datum;

"appointed day" means the date on and from which this plan takes effect;

"arterial road" includes -

- (a) any land shown on the map by a broken red band between broken black lines; and
- (b) any land shown on the map by a broken red band between firm black lines;

"automotive use" means a use of a building or work or land for the purpose of fuelling, lubricating, cleaning, caring for, maintaining or repairing motor vehicles, or of offering for sale and installing automotive accessories or parts, and includes a car repair station, a service station (whether or not convenience items are sold by retail from the service station or video tape, motor vehicles or trailers are hired from the service station), an auto-electrician's workshop, a motor showroom, a shop for the sale of automotive spare parts, tyres or car batteries, a tyre retreading workshop and any other establishment performing similar functions;

"brothel" means habitually used for the purposes of prostitution (within the meaning of the Summary Offences Act 1988), or that have been designed to be used for that purpose. Premises may constitute a brothel even though used by only one prostitute for the purposes of prostitution;

"building line" means a building line fixed by the council pursuant to Section 308 of the Local Government Act, 1919;

"bushfire control" means the reduction or modification (by burning, chemical, mechanical or manual means) of land or material which may constitute a bushfire hazard, or the control of bushfire, and may include the establishment and use of premises for the storage of equipment and training of personnel for those purposes and the provision of other facilities used by persons associated together for those purposes, works for the construction and/or maintenance of fire trails;

"cluster housing" means 4 or more dwelling houses grouped together on a site area;

"conservation" means preservation, restoration, reconstruction, adaptation and maintenance to retain the cultural significance of a heritage item;

"council" means the Council of the City of Lake Macquarie;

"demolish" a heritage item or a building, work, relic, tree or place within a heritage conservation area means wholly or partly destroy or dismantle the heritage item or building, work, relic, tree or place;

"dual occupancy - attached" means 2 dwellings in a single building on a single allotment of land;

"dual occupancy - detached" means 2 detached dwellings on a single allotment of land;

"dual occupancy development" means development that results in 2 dwellings (whether attached or detached) on a single allotment of land (or which would have that result were it not for the fact that the allotment is to be subdivided as part of the development);

"dwelling-house" means a building containing one but not more than one dwelling, but does not include a detached dwelling resulting from dual occupancy development;

"exhibition home" means a dwelling-house used for the purpose of displaying the house, its contents and its surrounds for a limited period;

"guest house" means a dwelling-house used to accommodate paying guests where:

- (a) the length of residence by a paying guest in the house is not less than one day and not more than 10 days in any month;
- (b) not less than 3 and not more than 5 bedrooms of the house are used, or are capable of being used, for that purpose; and
- (c) the operator of the guest house resides permanently on the premises and provides meals and housekeeping services for the guests;

"height", in relation to a building, means the distance measured vertically from any point on the roof of the topmost floor

of the building to the ground level immediately below that point;

"heritage conservation area" means land shown edged heavy black on a diagram in Schedule 9 and includes buildings, works, relics, trees and places situated on or within the land;

"heritage item" means a building, work, relic, tree or place (which may or may not be situated on or within land that is a heritage conservation area) described in Schedule 7;

"heritage significance" means land shown edged heavy black on a diagram in Schedule 9 and includes buildings, works, relics, trees and places situated on or within the land;

"home office" means an office comprising part of a dwelling-house or dwelling in a residential flat building in which an occupation involving predominantly information-based activities is carried on by the permanent residents of the dwelling-house or dwelling, but does not include an office in which an occupation involving-

- (a) any manufacturing or industrial process;
- (b) retailing, or the storage or display of any goods;
- (c) the registration of the building under the Factories, Shops and Industries Act 1962;
- (d) the employment of more than 2 persons other than the permanent residents of the dwelling-house or dwelling;
- (e) any change in the appearance of the dwelling-house or dwelling, or land which is out of character with the adjoining area; or
- (f) the exhibition of any notice, advertisement or sign (other than to indicate the name and nature of the business).

is carried on;

"holiday cabin" means a dwelling used, constructed or adapted to be used for the provision of holiday accommodation only, being one of a group of similar dwellings on an allotment of land or allotments of land in the same ownership;

"marina" has the meaning ascribed to that expression in Section 490A (1) of the Local Government Act, 1993;

"marine business" means a development for the purpose of a person's carrying on of an occupation, trade or business which depends for its operation upon proximity to open water, and includes a marina but does not otherwise include a development elsewhere specifically defined in this sub-clause;

"marine industry" means an industry, not being an offensive or hazardous industry, which depends for its operations upon proximity to open water, and includes boat and ship building and repairing and related manufacturing, seafood processing, seafood production, and water-borne freight or passenger services;

"potential archaeological site" means a site identified in Schedule 8 and shown by cross hatching on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.87)";

"recreation area" means -

- (a) a children's playground;
- (b) an area used for sporting activities or sporting facilities;
- (c) an area or building used by the Council, or by a body of persons associated together, to provide facilities for the purpose of the physical, cultural or intellectual welfare of the community,

but does not include a racecourse or a showground;

"relic" means any deposit, object or material evidence (which may consist of human remains) relating to:

- (a) the use or settlement of the area of Lake Macquarie, not being Aboriginal habitation, which is more than 50 years old; or

- (b) Aboriginal habitation of the area of Lake Macquarie whether before or after its occupation by persons of non-Aboriginal extraction;

"setting" of a heritage item means improvements and natural features on the land containing the heritage item and includes trees, gardens, surface treatments, boundary treatments, walls, out-buildings and other built structures, monuments, garden furniture and lighting;

"telecommunications facility" means a facility used to receive and transmit telecommunications including, but not limited to, towers, antennae, ground based and underground facilities;

"the map" means as amended by the maps (or if any sheets are specified, by the specified sheets of the maps) marked "Lake Macquarie Local Environmental Plan, 1984"; Lake Macquarie Local Environmental Plan, 1984 (Amendment No.1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.5); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.6); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.7); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.8) (Sheets 1, 3 and 4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.10); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.11); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.12), (Sheet No. 1 and Sheet Nos. 3-13); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 13) (Sheets 1 and 2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.14) (Sheet Nos. 1-6); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.17) (Sheet Nos. 1 and 2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.19) (Sheet Nos. 1-4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.16) (Sheet 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.18) (Sheet Nos. 1-5); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.24) (Sheet Nos. 1-3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.20) (Sheet Nos. 1 to 4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.27) (Sheet Nos. 1-3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.29); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.25) (Sheets 1 and 3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.26); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.28); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.34) (Sheets 1 and 2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.33) (Sheet Nos. 1, 2, 3, 4, 6 and 8); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.30) (Sheet Nos. 1 and 2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.32) (Sheet Nos. 1-3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.35) (Sheet Nos. 1-5); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.37) (Sheet Nos. 1-4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.38) (Sheet Nos. 1-4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.42) (Sheet 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.39) (Sheet Nos. 2 and 4 and Part of Sheet No. 3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.44) (Sheet No. 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.45) (Sheet Nos. 1-2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.40) (Sheet Nos. 1 and 2); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.46) (Sheet Nos. 1, 2 and 4); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.48) (Sheet Nos. 2-8); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.49)

(Sheet Nos. 2 and 3); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 50); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.55) (Sheet No. 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.47) (Sheet Nos.1-3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 52)(Sheet Nos. 1-3); Lake Macquarie Local Environmental Plan, 1984 (Amendment No.53)(Sheet Nos. 1,2, 4); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 54) (Sheet No. 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 56) (Sheet No. 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 57) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 58); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 60) (Sheet No. 1); Lake Macquarie Local Environmental Plan, 1984 (Amendment No. 63) (Sheet 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 61); Lake Macquarie Local Environmental Plan 1984 (Amendment No.62) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 65) (Sheet Nos. 1 - 2); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 67); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 69); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 70); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 71); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 72) (Sheet Nos. 1-3); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 73); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 74); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 75); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 76); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 78)(Sheet Nos. 1-2); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 79); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 80) (Sheet Nos. 1-2); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 81) (Sheet Nos. 1 and 3); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 83) (Sheets Nos. 1,2,3 & 5); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 85); Lake Macquarie Local Environmental Plan (Amendment No. 86) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 89) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 90); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 91) (Sheet No. 1); Lake Macquarie Local Environmental Plan (Amendment No. 92); Lake Macquarie Local Environmental Plan 1984 (Amendment No.94) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No.95); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 96); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 99); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 102)(Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 103); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 104) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 105); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 106) (Sheet No. 1); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 108); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 114); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 115) Sheet No. 1, Lake Macquarie Local Environmental Plan (Amendment No. 116) Sheet No. 2; Lake Macquarie Local Environmental Plan 1984 (Amendment No. 118), Lake Macquarie Local Environmental Plan 1984 (Amendment No. 123); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 125); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 126); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 128) - Sheets 1 and 3; Lake Macquarie Local Environmental Plan 1984 (Amendment No. 130) - Sheet 1;

Lake Macquarie Local Environmental Plan 1984 (Amendment No. 134); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 136); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 139); Lake Macquarie Local Environmental Plan (Amendment No. 140) - Sheet 1; Lake Macquarie Local Environmental Plan 1984 (Amendment No. 141), Sheet 2; Lake Macquarie Local Environmental Plan 1984 (Amendment No. 144); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 148); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 148); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 149); Lake Macquarie Local Environmental Plan (Amendment No. 150); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 151); Lake Macquarie Local Environmental Plan (Amendment No. 133) (Sheets 1 and 3); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 147); Lake Macquarie Local Environmental Plan (Amendment No. 152); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 148); Lake Macquarie Local Environmental Plan (Amendment No. 157); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 156); Lake Macquarie Local Environmental Plan (Amendment No. 161); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155); Lake Macquarie Local Environmental Plan (Amendment No. 159); Lake Macquarie Local Environmental Plan 1984 (Amendment No. 111); Lake Macquarie Local Environmental Plan (Amendment No. 163); Lake Macquarie Local Environmental Plan (Amendment No. 137);

"village craft industry" means an establishment which utilises small scale manufacturing processes where a major portion of the product is retailed on the premises;

"zone" means land referred to in Column 1 of the Table to Clause 10 and shown on the map by distinctive colouring or edging or in some distinctive manner as referred to in Column 1 of that Table for the purpose of indicating the restrictions imposed by this plan on the development of land.

(1A) In Schedules 3 and 5, "contaminated land" means land which, by reason of its being affected by a chemical or any chemical waste, is:

- (a) unsafe or unfit for habitation or occupation by persons or animals;
- (b) degraded in its capacity to support plant life; or
- (c) otherwise environmentally degraded.

For the purposes of that definition, "chemical" means any chemical element or any chemical compound or complex, whether of known or unknown or variable or invariant composition, by whatever means created, discovered or obtained, including any such element, compound or complex that is a complex reaction product or a component of any mixture or that may be characterised as biological material, but does not include:

- (a) a physical mixture; or
- (b) a radioactive substance, within the meaning of the Radiation Control Act 1990.

(2) In this plan, except in so far as the context or subject-matter otherwise indicates or requires, a reference to -

- (a) a building or place used for a purpose includes a reference to a building or place intended to be used for the purpose; and
- (b) a map is reference to a map deposited in the office of the council.

## Model Provisions

8. The Environmental Planning and Assessment Model Provisions, 1980 (other than the definitions of "dwelling-house"

and "map" in clause 4(1)), and other than clause 34; are adopted for the purpose of this plan.

## Consent authority

9. The council is the consent authority for the purposes of this plan.

## PART II GENERAL RESTRICTIONS ON DEVELOPMENT

### Carrying out development

10. Except as otherwise provided by this plan, the purposes for which

- (a) development may be carried out without development consent;
- (b) development may be carried out only with development consent; and
- (c) development is prohibited.

in each of the zones specified in Column 1 of the Table to this clause are respectively shown on the next page thereto in Columns II, III and IV of that Table.

## PART IIA EXEMPT AND COMPLYING DEVELOPMENT

### Exempt Development

#### 10A. What is exempt development?

Development meeting the description of exempt development in City of Lake Macquarie Development Control Plan No. 33 Exempt Development (as adopted by the Council on 25 October 1999), being development of minimal environmental impact, is exempt development for the purposes of the Environmental Planning and Assessment Act 1979.

### Complying Development

#### 10B. What is complying development?

Local development that complies with the standards and any other requirements specified for the development in City of Lake Macquarie Development Control Plan No. 34 Complying Development (as adopted by the Council on 25 October 1999), is complying development for the purposes of the Environmental Planning and Assessment Act 1979.

**TABLE**

Column I	Column II	Column III	Column IV
Zone and colour or indication on the map	Purpose for which development may be carried out without development consent	Purposes for which development may be carried out only with development consent	Purposes for which development is prohibited
1. RURAL			
(a) Rural "A". Light Brown with black edging and lettered 1(a).	Agriculture (other than pig breeding establishments or poultry farming establishments).	Any purpose other than those included in Column II or IV.	Advertising structures; advertisements; automotive uses; brothels; bulk stores; commercial premises (other than home offices); dual occupancy - detached; funeral parlours; generating works; industries (other than rural industries and home industries); junk yards; liquid fuel depots; motor showrooms; residential flat buildings; shops; transport terminals; warehouses.
(b) Rural "B". Light brown with black edging and lettered 1(b).	Agriculture (other than pig breeding establishments or poultry farming establishments).	Any purpose other than those included in Column II or IV.	Abattoirs; advertising structures; advertisements; amusement parks; automotive uses; brothels; bulk stores; camping grounds; caravan parks; cemeteries commercial premises (other than home offices); dual occupancy - detached; funeral parlours; generating works; hospitals; industries (other than home industries); junk yards; liquid fuel depots; motor showrooms; residential flat buildings; roadside stalls; shops; transport terminals; warehouses.
(c) Rural "C". Light brown with black edging and lettered 1(c).	Agriculture (other than pig breeding establishments or poultry farming establishments).	Any purpose other than those included in Column II or IV.	Advertising structures; advertisements; automotive uses; boarding houses; brothels; commercial premises; dual occupancy - detached; generating works; industries (other than home industries); junk yards; liquid fuel depots; motor showrooms; residential flat buildings; shops; transport terminals; warehouses.
(d) Rural "D". Light brown with black edging and lettered 1(d).	Forestry.. . . .	Drainage; extractive industries; quarries; roads; sawmills; telecommunications facilities; open space; utility installations.	Any purpose other than those included in Column II or III.
2. RESIDENTIAL			
(a) Residential "A". Light scarlet with black edging and lettered 2(a).	.....	Any purpose other than those included in Column II or IV.	Advertising structures; advertisements; aerodromes; automotive uses; brothels; bulk stores; cemeteries and crematoria; commercial premises (other than home offices); funeral parlours; generating works; hotels; industries (other than home industries); junk yards; liquid fuel depots; mines; quarries; roadside stalls; sawmills; shops (other than general stores having a gross floor area not exceeding 250 square metres); service stations; stock and sale yards; timber yards; tourist facilities; transport terminals; warehouses.
(b) Residential "B". Light scarlet with black edging and lettered 2(b).	.....	Any purpose other than those included in Column II or IV.	Advertising structures; advertisements; aerodromes; automotive uses; brothels; bulk stores; cemeteries and crematoria; commercial premises (other than home offices); funeral parlours; generating works; industries (other than home industries); junk yards; liquid fuel depots; mines; quarries; roadside stalls; stock and sale yards; timber yards; tourist facilities (other than motels); transport terminals; warehouses.
(c) Residential "C". Light scarlet with black edging and lettered 2(c).	.....	Any purpose other than those included in Column II or IV.	Advertising structures; advertisements; aerodromes; automotive uses; brothels; bulk stores; cemeteries and crematoria; funeral parlours; generating works; industries (other than home industries); junk yards; liquid fuel depots; mines; quarries; roadside stalls; sawmills; stock and sale yards; timber yards; tourist facilities (other than motels); transport terminals; warehouses.

Column I	Column II	Column III	Column IV
Zone and colour or indication on the map	Purpose for which development may be carried out without development consent	Purposes for which development may be carried out only with development consent	Purposes for which development is prohibited
<b>3. BUSINESS</b> (a) General Business. Light blue with black edging and lettered 3(a). (b) Special Business. Light blue with black edging lettered with the particular use and lettered 3(b). (c) Neighbourhood Business. Medium blue with black edging and lettered 3(c). (d) Mixed Use Development. Medium blue with black edging and lettered 3(d).		Any purpose other than those included in Column IV. The particular use indicated in black lettering on the map; drainage; roads; telecommunications facilities; utility installations (other than gas holders or generating works). Advertisements; advertising structures; child care centres; commercial premises; community meeting rooms and halls; dual occupancy - attached; dual occupancy - detached; dwelling houses; education establishments; parking; professional consulting rooms; recreation facilities; refreshment rooms; residential flat buildings; shops and general stores having a gross floor area not exceeding 250 square metres; telecommunications facilities;	Aerodromes; brothels; caravan parks; cemeteries and crematoria; gas holders; generating works; heliports; junk yards; liquid fuel depots; mines quarries; sawmills; stock and sale yards; timber yards; transport terminals. Any purpose other than those included in Column III. Any purpose other than those included in Column III. Aerodromes; caravan parks; cemeteries and crematoria; offensive or hazardous industries.
<b>4. INDUSTRIAL</b> (a) General Industry. Purple with black edging and lettered 4(a). (b) Special Industry. Purple with black edging lettered with the particular use and lettered 4(b).		Any other purpose other than those included in Column IV. The particular use indicated by black lettering on the map; telecommunications facilities.	Extractive industries; mines (other than mineral sand mines); places of assembly; places of public worship; residential flat buildings; roadside stalls. Any purpose other than those included in Column III.
<b>5. SPECIAL USES</b> (a) Special Uses "A". Yellow with black edging lettered with the particular use and lettered 5(a). (b) Special Uses (Proposed Arterial Road Reservation). Broken red band with black edging and lettered 5(b). (c) Special Uses (Proposed Local Road Reservation). Grey with black edging and lettered 5(c).		The particular use indicated by black lettering on the map; drainage; telecommunications facilities; utility installations (other than gas holders or generating works). Drainage; roads; telecommunications facilities; utility installations (other than gas holders or generating works). Drainage; roads; telecommunications facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column III. Any purpose other than those included in Column III. Any purpose other than those included in Column III.

Column I	Column II	Column III	Column IV
Zone and colour or indication on the map	Purpose for which development may be carried out without development consent	Purposes for which development may be carried out only with development consent	Purposes for which development is prohibited
(d) Special Uses (Railways) Blue-Purple with blackedging and lettered 5(d).	.....	Railways; drainage; roads; telecommunications facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column III.
6. OPEN SPACE (a) Open Space (Public Recreation). Dark green with black edging and lettered 6(a).	Works for the purpose of landscaping or gardening.	Agriculture; buildings for the purpose of landscaping or gardening; buildings or uses under the care, control and management of the Council; drainage; marinas; racecourses; recreation areas; refreshment rooms; roads; showgrounds; telecommunications facilities; tourist facilities; utility installations (other than gas holders and generating works).	Any purpose other than those included in Column II or III.
(b) Open Space (Special Recreation). Dark green with black edging and lettered 6(b).	.....	Cemeteries and crematoria; clubs; drainage; dwelling-houses and residential flat buildings required for use or occupation by persons employed in connection with a purpose referred to in this Column; commercial premises and industries required in connection with a purpose referred to in this Column; educational establishments; marinas; recreation facilities; recreation establishments; refreshment rooms; roads; telecommunications facilities; tourist facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column III.
(c) Open Space. (Local Reservation). Light green with black edging and lettered 6(c).	Works for the purpose of landscaping or gardening.	Agriculture; buildings for the purpose of landscaping or gardening; buildings or uses under the care, control and management of the Council; drainage; marinas; racecourses; recreation areas; refreshment rooms; roads; showgrounds; telecommunication facilities; tourist facilities; utility installations (other than gas holders and generating works).	Any purpose other than those included in Column II or III.
(d) Open Space. (Regional Reservation). Light green with black edging and lettered 6(d).	Regional open space. ....	Drainage; roads; telecommunications facilities; utility installations; (other than gas holders or generating works).	Any purpose other than those included in Column II or III.
(e) Open Space (Lake Foreshore Regional Park). Dark green with black edging and lettered both LAKE FORESHORE REGIONAL PARK and 6(e).	.....	Amenities buildings; buildings for the purpose of landscaping or gardening; car parks; drainage, erosion, sediment and nutrient control; recreation areas (other than sporting facilities); refreshment rooms; roads; telecommunications facilities; utility installations (other than gas holders or generating works); works for the purpose of gardening.	Any purpose other than those included in Column III.
7. ENVIRONMENTAL PROTECTION (a) Environmental Protection (Scenic) Orange with black edging and lettered 7(a).	.....	Agriculture (other than pig breeding establishments or poultry farming establishments); dams; drainage; dual occupancy - attached; dwelling-houses; forestry; guest houses; home industries; hospitals; open space; picnic grounds; recreation areas; recreation establishments; retail plant nurseries; roads; roadside stalls; telecommunications facilities; tourist facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column III.

Column I	Column II	Column III	Column IV
Zone and colour or indication on the map	Purpose for which development may be carried out without development consent	Purposes for which development may be carried out only with development consent	Purposes for which development is prohibited
(b) Environmental Protection (Flora and Fauna). Orange with black edging and lettered 7(b).	Nature Reserves.. . . .	Drainage; roads; telecommunications facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column II or III.
(c) Environmental Protection (Coastal Lands). Orange with black edging and lettered 7(c).	Agriculture (other than the erection of buildings incidental to the use of the land for agriculture).	Dams; drainage; dwelling-houses; buildings incidental to the use of the land for agriculture.	Any purpose other than those included in Column II or III.
(d) Environmental Protection (Landscape Management). Orange with black edging and lettered 7(d).	.....	Dams; drainage; cluster housing; home industries; open space; roads; telecommunications facilities; tourist facilities; utility installations (other than gas holders or generating works).	Any purpose other than those included in Column III.

## PART III SPECIAL PROVISIONS

### Subdivision of land, generally

11. (1) A person shall not subdivide any land without the consent of the council
- (2) In respect of any application for the subdivision of land, the Council may as a condition of a consent require the provision of an electricity reticulation system satisfying the requirements of the Shortland County Council, including the provision of sites for electricity substations and easements for access and electricity mains in favour of and without cost to the Shortland County Council.

### Subdivision of land in Zone No. 1(a), 1(b), 1(c), 7(a), 7(b) or 7(d)

12. (1) A person shall not subdivide land within Zone No. 1(a), 1(b), 1(c), 7(a), 7(b) or 7(d) unless the area of each allotment to be created by the subdivision is not less than -
- (a) in the case of land within Zone No. 1(a), 1(b), 7(a), or 7(b) - 40 hectares; or
  - (b) in the case of land within Zone No. 1(c) - 1 hectare; or
  - (c) in the case of land within Zone No. 7(d) - 20 hectares.
- (2) This clause does not apply to the land shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)".

### Dwelling-house in Zone No. 1(a), 1(b), 1(c) or 7(a)

13. (1) In this clause "existing holding" means -
- (a) except as provided by paragraph (b), a lot, portion or parcel of land as it was on 21 August, 1981; or
  - (b) where, on 21st August, 1981, a person owned 2 or more adjoining or adjacent lots, portions or parcels of land, the aggregation of those lots, portions or parcels as they were on that date.
- (2) A person shall not erect a dwelling-house on an allotment of land within Zone No. 1(a), 1(b), 1(c), 7(a) or 7(d) unless the allotment -
- (a) has an area of not less than -
    - (i) in the case of land within Zone No. 1(a), 1(b) or 7(a) - 40 hectares; or
    - (ii) in the case of land within Zone No. 1(c) - 1 hectare; or
    - (iii) in the case of land within Zone No. 7(d) - 20 hectares; or
  - (b) includes the whole of an existing holding.
- (3) a person may, but only with the consent of the Council, erect a dwelling-house:
- (a) on an allotment of land within Zone No. 1(a), 1(b) or 7(a) having an area of not less than 40 hectares; or
  - (b) on an allotment of land within Zone No. 1(c) having an area of not less than 1 hectare; or
  - (c) on an existing holding within Zone No. 1(a), 1(b) or 7(a); or
  - (d) on an allotment of land within Zone No. 7(d) having an area less than 20 hectares.
- (4) The Council must not grant a consent pursuant to this clause that will result in more than 1 dwelling-house on the same allotment or existing holding.

### Height of buildings

14. A person shall not erect a building which exceeds 9 metres in height without the consent of the Council.

### Floor space ratios

15. (1) Except as provided by subclause (2), a person shall not erect any building on land within a zone specified in Column I of the Table to this clause unless the ratio of the gross floor area of the building to the site area of the land on which the building is to be erected does not exceed the ratio shown opposite that zone in Column II of that Table.
- (2) The ratio of the gross floor area of the residential component of a building to the site area of the land on which the building is to be erected shall not exceed-
- (a) in the case of the land within Zone No. 3(a) - 0.75:1; or
  - (b) in the case of land within Zone No. 3(c) - 0.4:1.
- (3) For the purpose of subclause (1), "gross floor area" does not include the area of unenclosed private balconies at a height of more than 2 metres above the ground level immediately beneath the balcony.
- (4) Notwithstanding subclause (1), (2) and (3), no floor space ratio applies to that land edged by heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)".

**TABLE**

Column I	Column II
Zone No. 2(a)	0.5:1
Zone No. 2(b)	0.6:1
Zone No. 2(c)	0.75:1
Zone No. 3(a)	1.5:1
Zone No. 3(b)	1.5:1
Zone No. 3(c)	1.0:1

### Road closures

16. The Council shall not approve of any plan of subdivision of land if the only access to a road from any allotment proposed to be created is by means of a road shown on the map by black diagonal hatching.

### Provision of water supply, sewerage and drainage

17. The Council shall not consent to the carrying out of development on any land unless and until arrangements satisfactory to the Hunter District Water Board and the Council have been made for the provision of a water supply to, and for the removal or disposal of sewage from and the drainage of, that land or unless and until arrangements satisfactory to the Council, and the Department of Health have been made for the installation on the land of a water supply system and a septic tank.

### Suspension of certain laws

18. (1) For the purpose of enabling development to be carried out in accordance with this plan or in accordance with a consent granted under the Act -
- (a) in relation to any development, section 314(1)(c) of, and Schedule 7 to, the Local Government Act, 1919; and
  - (b) in relation to development within any zone other than Zone No. 2(a), 2(b) or 2(c), the operation of any covenant, agreement or instrument imposing restrictions on development,
- to the extent necessary to serve that purpose, shall not apply to any such development.
- (2) Pursuant to section 28 of the Act, before the making of this plan -
- (a) the Governor approved of subclause (1); and
  - (b) the Minister for the time being administering the provisions of the Local Government Act, 1919, referred to in subclause (1)(a) concurred in writing in the recommendation for the approval of the Governor of subclause (1) in so far as that subclause relates to those provisions.

## Acquisition and development of land

19. (1) The owner of any land within:

- (a) Zone No. 5(a), 5(c), 6(c) or 7(b); or
- (b) Zone No. 7(c),

may, by notice in writing, require:

- (c) the Council; or
- (d) the Corporation,

respectively, to acquire the land.

- (2) On receipt of a notice referred to in subclause (1), subject to subclause (3), the authority concerned shall acquire the land, unless the land may be required to be provided as a condition of consent to the carrying out of development.
- (3) Nothing in this plan, other than subclause (4), shall require the Council to acquire any land within Zone No. 6(c) if, in the opinion of the Council, the need for the open space has not yet been created by residential development in the vicinity.
- (4) On the receipt of a notice referred to in subclause (1), the Council must acquire land within Zone No. 6(c) if the Council is of the opinion that the owner of the land will suffer hardship if the land is not acquired within a reasonable time.
- (5) A person may, with the consent of Council, carry out development for any purpose on land within Zone No. 5(a), 5(c) or 6(c) until the land is acquired or developed for the purpose for which it is zoned.
- (6) A person shall not carry out development on land referred to in subclause (5) so as to render the land unfit for the purpose for which it is zoned.
- (7) The Council shall not grant consent as referred to in subclause (5) to the development of land to be acquired by a public authority (other than the Council) unless it has obtained the prior written concurrence of the public authority which is to acquire that land.
- (8) In determining whether or not to grant concurrence under subclause (7), the public authority concerned shall take into consideration:
  - (a) the effect of the proposed development on the costs of acquisition;
  - (b) the imminence of acquisition; and
  - (c) the costs of reinstatement of the land for the purposes for which the land is to be acquired.
- (9) The Council shall not grant consent referred to in subclause (5) for the development of land within Zone No. 5(a), 5(c) or 6(c) unless consideration has been given to:
  - (a) the need for the proposed development on the land;
  - (b) the impact of the proposed development on the existing or likely future use of the land;
  - (c) the need to retain the land for its existing or likely future use;
  - (d) the effect of the proposed development on the costs of acquisition;
  - (e) the imminence of acquisition; and
  - (f) the costs of reinstatement of the land for the purposes for which the land is to be acquired.
- (10) The Council may, in granting consent in accordance with subclause (5), apply conditions requiring:
  - (a) the removal of any building or work for which Council has granted consent; and
  - (b) the reinstatement of the land or removal of any waste materials, refuse or contaminantswithout the payment of compensation by the Council.

19A.(1) The owner of any land within Zone No. 5(b) may, by notice in writing, require the RTA to acquire the land.

(2) On receipt of such a notice, the RTA must acquire the land if:

- (a) the land is vacant; or
- (b) the land is not vacant but:
  - (i) the land is included in the 5 year works program of the RTA current at the time of the receipt of the notice; or
  - (ii) the RTA has decided not to give concurrence under subclause (3) to an application for consent to the carrying out of development on the land; or
  - (iii) the RTA is of the opinion that the owner of the land will suffer hardship if the land is not acquired within a reasonable time.

but the RTA is not required to acquire the land if it might reasonably be required to be dedicated for public road.

(3) A person may, with the consent of the Council and the concurrence of the RTA, carry out development on land within Zone No 5(b):

- (a) for a purpose for which development may be carried out on land in an adjoining zone; or
- (b) for any other purpose which is compatible with development which may be carried out on land in an adjoining zone.

(4) In deciding whether to grant concurrence to proposed development under this clause, the RTA must take the following matters into consideration:

- (a) the need to carry out development on the land for the purpose for which the land is reserved;
- (b) the imminence of the acquisition;
- (c) the likely additional cost to the RTA resulting from the carrying out of the proposed development.

(5) Land acquired under this clause may be developed, with the consent of the Council, for any purpose, until such time as it is required for the purpose for which it was acquired.

(6) In this clause -

"the RTA" means the Roads and Traffic Authority constituted under the Transport Administration Act, 1988.

"vacant land" means land on which, immediately before the day on which a notice under subclause (1) is given there were no buildings other than fences.

20. (Omitted - Amendment No.6).

## Concurrence of Director to certain development

21. (1) The Council shall not consent to the carrying out of development -

- (a) in Zone No.6(d) or 7(c) - for any purpose; or
- (b) in any zone - for the purposes of a mineral sand mine, except with the concurrence of the Director.

(2) In considering whether to grant concurrence under subclause (1), the Director shall take into consideration whether any environmental issues are involved in, or raised by, the proposed development and, if so, whether adequate safeguards and rehabilitation measures have been, or will be, made to protect the environment.

## Underground mines

22. Nothing in this plan prevents a person, with the consent of the Council, from carrying out development for the purposes of a mine where that mine is underground.

## Development of flood liable land

22A.(1) In this clause -

"flood liable land" means land which is below the standard flood level adopted by the council in accordance with the Floodplain Management Manual;

"flood map" means a map prepared in accordance with a floodplain management plan and which identifies the flood liable land to which the plan applies;

"Floodplain Development Manual" means the manual entitled "Floodplain Development Manual" and published by the New South Wales Government under section 582A(4) of the Local Government Act 1919.

- (2) The Council may prepare or cause to be prepared a floodplain management plan in respect of flood liable land.
- (3) The format, structure and procedures for the preparation, public exhibition, approval, amendment and repeal of any such floodplain management plan shall be in accordance with Part 3 of the Environmental Planning and Assessment Regulation 1980, which shall, for the purposes of this clause, be construed as if each reference to a development control plan were a reference to a floodplain management plan under this clause.
- (4) A floodplain management plan shall be supported by a flood map.
- (5) In preparing a floodplain management plan, the Council shall have regard to the Floodplain Development Manual.
- (6) A floodplain management plan shall not be inconsistent with the aims of this plan, and may, in respect of development of flood liable land to which it applies -
  - (a) establish development requirements necessary by reason of the likelihood of flooding or tidal inundation;
  - (b) specify relevant matters for consideration in the determination of development applications;
  - (c) specify conditions which should generally be applied to a consent granted under this plan in particular circumstances; and
  - (d) establish procedures for consultation and co-ordination with any public authority.
- (7) A person shall not carry out development on flood liable land otherwise than in accordance with a floodplain management plan prepared in accordance with this clause.
- (8) A floodplain management plan prepared in accordance with this clause shall be available for public inspection, without charge, at the office of the council during ordinary office hours.

#### Temporary Use of Land

23. Regardless of any other provision of this plan, a person may carry out development on any land with the consent of the Council for any purpose for a maximum period of 28 consecutive days in any one year, but only if, in the opinion of the Council, the use of the land for that purpose contributes to, or does not detract from, the social, environmental, cultural or economic well being of the community.

#### Development on certain lands

24. (1) Nothing in this plan prevents a person, with the consent of the Council, from carrying out development on the land referred to in Column I of Schedule 2 for the purposes specified in Column II of that Schedule shown opposite that land, subject to such conditions (if any) as may be so specified.
- (2) If, in respect of land referred to in Column I of Schedule 2, development for a purpose specified in relation to that land is permissible (with the consent of the Council) subject to a condition that consent to the development must be obtained within a specified period, the Council is not prevented from granting consent to the carrying out of alterations or extensions to (or the rebuilding of) a building or place on that land which is being used for such a purpose and for which such a consent has been granted.

#### Minor boundary adjustments

- 24A. (1) This clause applies to land that is within 20 metres of the boundary between any 2 zones, except where either of those zones is Zone No.7(b) or 7(c).

- (2) Land to which this clause applies may, but only with the consent of the Council, be developed for any purpose for which land in the adjoining zone may be developed.
- (3) With respect to the carrying out of development on land in accordance with this clause, the provisions of clauses 12 and 13 shall not apply.
- (4) This clause does not apply to land in the vicinity of Minmi Road, Cameron Park Drive and George Booth Drive, Edgeworth shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 102)".

#### Development within Zone No.6(a), 6(c) or 6(e)

25. The Council shall not consent to the carrying out of development on land within Zone No.6(a), 6(c) or 6(e) being land owned or controlled or proposed to be owned or controlled by the Council, unless consideration has been given to -

- (a) the need for the proposed development on that land;
- (b) the impact of the proposed development on the existing and likely future use of the land; and
- (c) the need to retain the land for its existing or likely future use.

#### Tourist facilities and cluster development in Zone No. 7(d)

25A.(1) This clause applies to land within Zone No. 7(d).

- (2) The following requirements apply to development which results in cluster housing or tourist facilities (or both) on a site area consisting of land to which this clause applies:
  - (a) the ratio of the part (if any) of the site area occupied by tourist facilities to the whole site area is not to exceed 0.5:1;
  - (b) not more than 2.5% of the site area may be physically disturbed by the carrying out of development for the purpose of dwelling-houses;
  - (c) the density of the dwelling-houses (if any) must not exceed one for every 5 hectares of the site area.
- (3) If land is subdivided after any such development has been carried out on it, or if consent is granted for the carrying out of any such development on land at the same time as consent is given for subdivision of the land, the subdivision may be carried out only under the Strata Titles Act 1973, the Strata Titles (Leasehold) Act 1986 or the Community Land Development Act 1989.

#### Bushfire risk in residential zones

26. A person shall not erect a building in Zone No.2(a), 2(b) or 2(c) unless the Council has considered -

- (a) whether the building will be affected by bushfire hazard; and
- (b) if the building will be so affected, whether adequate provision can be made to mitigate the bushfire hazard to the building.

#### Development for the purpose of bushfire control

27. Nothing in this plan prevents a person, with the consent of Council, from carrying out development for the purpose of bushfire control.

#### Development in the vicinity of Warnervale Aerodrome

28. (1) This clause applies to land in the vicinity of Warnervale Aerodrome, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 15)" deposited in the office of the Council.
- (2) A person shall not erect a building having an altitude exceeding 51 metres on land to which this clause applies without the consent of the Council.

- (3) The Council shall not grant consent to development referred to in subclause (2) except with the concurrence of the Regional Director, Commonwealth Department of Aviation, Sydney.
- (4) In deciding whether concurrence should be granted, the Regional Director shall take into consideration the extent to which the altitude and situation of the building concerned might affect airport safety and amenity.

### Radioactive substances

29. (1) A person shall not, without the consent of the Council, develop land for a purpose which involves the storage, use or sale of a radioactive substance.
- (2) The Council may only grant a consent referred to in this clause to a person-
  - (a) who holds a licence in force under section 11 of the Radioactive Substances Act 1957; or
  - (b) who is exempt from the obligation to obtain such a licence.
- (3) A Consent referred to in this clause lapses immediately on the person who develops the land ceasing to be a person to whom subclause (2) applies.
- (4) In this clause, "radioactive substances" has the same meaning as in the Radioactive Substances Act 1957.

### Land subject to special development requirements

30. (1) A person shall not carry out development on land described in Column 1 of Schedule 3 except with the consent of the council.
- (2) The Council shall not grant consent to development for any purpose on any land described in Column 1 of Schedule 3 unless it is satisfied that the requirements specified in relation to that land in Column 2 of that Schedule have been or will be satisfied so as to render the land suitable for use for the purpose.

### Consent to development subject to special requirements

- 30A. The Council may, in any determination of a development application for the land described in Column 1 of Schedule 5, impose a condition requiring compliance with the requirements in Column 2 of Schedule 5.

### Restriction on certain development at Macquarie Hills

31. (1) This clause applies to land in Macquarie Hills shown edged by a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 85)".
- (2) The Council must not consent to subdivision of the land to which this clause applies or to the erection of any building on that land unless it is satisfied that the design of the subdivision or the envelope within which the building will be erected, will result in retention of bushland to the maximum extent practicable.

### Classification and reclassification of public land as operational

32. (1) The public land described in Schedule 4 is classified, or reclassified, as operational land for the purposes of the Local Government Act 1993.
- (2) In accordance with section 30 of the Local Government Act 1993, a parcel of land described in Part 2 of Schedule 4, to the extent (if any) that it is a public reserve, ceases to be a public reserve on the commencement of the relevant amending plan and, by the operation of that plan, is discharged from any trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land, except for:
  - (a) any reservations that except land out of a Crown grant relating to the land; and

- (b) reservations of minerals (within the meaning of the Crown Lands Act 1989); and
- (c) any trust, estate, interest, dedication, condition, restriction or covenant affecting the land or any part of the land specifically listed in Part 2 of Schedule 4 as not being discharged.

- (3) Before the relevant amending plan that inserted the description of a parcel of land into Part 2 of Schedule 4 was made, the Governor approved of subclauses (2) and (4) applying to the land.
- (4) In this clause, *the relevant amending plan*, in relation to a parcel of land described in Part 2 of Schedule 4, is the local environmental plan cited at the end of the description of the parcel.
- (5) Land described in Part 1 of Schedule 4 is not affected by the amendments made by the *Local Government Amendment (Community Land Management) Act 1998* to Section 30 of the *Local Government Act 1993*.

### Residential density for certain land

33. (1) A person shall not carry out subdivision of the land described in Column 1 of Schedule 6, except with the consent of the Council.
- (2) The Council shall grant consent to subdivision of land described in Column 1 of Schedule 6 for residential purposes only if the density of lots to be created is in accordance with Column 2 of that Schedule.

### Restriction on certain development in Estelville

- 33A. (1) This clause applies to the land at Estelville shown edged by a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 152)".
- (2) The provisions of Clause 10, as they relate to zone No. 4(a), do not apply to the land.
- (3) No development may be carried out on the land without development consent.
- (4) Development for the purpose of the following may be carried out on the land only with development consent:
 

advertising structures, advertisements, brothels, bulk stores, car repair stations, drainage, industries, light industries, liquid fuel depots, refreshment rooms (having a maximum development area of 250 square metres), roads, transport terminals, utility installations.
- (5) All other development is prohibited on the land.

## PART IV HERITAGE CONSERVATION

### Protection of heritage items and heritage conservation areas and relics

34. (1) The following development may be carried out only with development consent:
  - (a) demolishing, defacing, damaging or moving a heritage item or a building, work, relic, tree or place within a heritage conservation area; or
  - (b) altering a heritage item or a building, work or relic within a heritage conservation area by making structural changes to its exterior; or
  - (c) altering a heritage item or a building, work or relic within a heritage conservation area by making non-structural changes to the detail, fabric, finish or appearance of its exterior; or
  - (d) moving a relic, or excavating land for the purpose of discovering, exposing or moving a relic; or
  - (e) erecting a building on, or subdividing, land on which a heritage item is located or which is within a heritage conservation area.

- (2) Development consent is not required by this clause if the consent authority is of the opinion that the proposed development would not adversely affect the heritage significance of the heritage item or the heritage conservation area.
- (3) When determining a development application required by this clause, the consent authority must take into consideration the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area.
- (4) When considering applications for consent to the erection of a building within a heritage conservation area, the consent authority must take into consideration whether the following are compatible with those used in existing buildings within the heritage conservation area:
  - (a) the pitch and form of the roof, if any; and
  - (b) the style, size, proportion and position of the openings for windows or doors, if any; and
  - (c) the colour, texture, style, size and type of finish of the materials to be used on the exterior of the building.

### **Development in the vicinity of heritage items, heritage conservation areas or potential archaeological sites**

35. The consent authority must take into consideration the likely effect of the proposed development on the heritage significance of a heritage item, heritage conservation area or potential archaeological site, and on its setting, when determining an application for consent to carry out development on land in its vicinity.

### **Notice of certain heritage development applications**

36. Section 79 and 79c of the Act (which provide for the giving of notice, and for the making and consideration of submissions, about proposed development) apply to the demolishing, defacing or damaging of a heritage item or a building, work, relic, tree or place within a heritage conservation area (and to the use of a building or land referred to in clause 39 for a purpose which, but for that clause, would be prohibited by this plan) in the same way as those provisions apply to designated development.

### **Notice to the Heritage Council**

37. Before granting development consent to the demolishing, defacing or damaging of a heritage item identified in Schedule 7 as having either State or regional heritage significance, the consent authority must notify the Heritage Council of its intention to do so and take into consideration any comments received from the Heritage Council within 28 days after the notice is sent.

### **Development of known or potential archaeological sites**

38. (1) The consent authority may grant consent to the carrying out of development on an archaeological site that has Aboriginal heritage significance (such as a site that is the location of an Aboriginal place or a relic, within the meaning of the National Parks and Wildlife Act 1974) or a potential archaeological site that is reasonably likely to have Aboriginal significance if:
  - (a) it has considered an assessment of how the proposed development would affect the conservation of the site and any relic known or reasonably likely to be located at the site prepared in accordance with any guidelines for the time being notified to it by the Director-General of National Parks and Wildlife; and
  - (b) it has notified the Director-General of its intention to do so and taken into consideration any comments received from the Director-General within 28 days after the notice was sent; and
  - (c) it is satisfied that any necessary consent or permission under the National Parks and Wildlife Act 1974 has been granted.

- (2) The consent authority may grant consent to the carrying out of development on an archaeological site that has non-Aboriginal heritage significance or a potential archaeological site that is reasonably likely to have non-Aboriginal heritage significance only if:
  - (a) it has considered an assessment of how the proposed development would affect the conservation of the site and any relic known or reasonably likely to be located at the site prepared in accordance with any guidelines for the time being notified to it by the Heritage Council; and
  - (b) it has notified the Heritage Council of its intention to do so and taken into consideration any comments received from the Heritage Council within 28 days after the notice was sent; and
  - (c) it is satisfied that any necessary excavation permit required by the Heritage Act 1977 has been granted.

### **Conservation incentives**

39. (1) The consent authority may grant consent to the use, for any purpose, of a building that is a heritage item or is within a heritage conservation area, or of the land on which the building is erected, even though the use would otherwise be prohibited by this plan, if it is satisfied that:
  - (a) the proposed use would not adversely affect the heritage significance of the item or heritage conservation area; and
  - (b) the conservation of the building depends on the granting of the consent.
- (2) When considering an application for consent to erect a building on land on which a heritage item is located or on land within a heritage conservation area, the consent authority may, for the purpose of determining:
  - (a) the floor space ratio; and
  - (b) the number of parking spaces to be provided on the site,
 exclude the floor space of the building from its calculation of the floor space of the buildings erected on the land, but only if the consent authority is satisfied that the conservation of the heritage item or within a conservation area depends on it making the exclusion.

**Schedule 1**  
(Omitted - Amendment No. 6)

**Schedule 2**  
(Cl.24)  
Development on certain lands

Item	Column I	Column II
1.	Land in the vicinity of Killingworth, as shown edged heavy black on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.5)" deposited in the office of the council.	Dwelling-houses.
2.	Land at Ramsgate Estate, as shown edged heavy black on Sheet No.2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.8)".	Dwelling-houses (only on allotments having access water and sewerage services provided to Council satisfaction, and having a minimum area of 800m <sup>2</sup> ).
3.	Land at Bonnells Bay, as shown edged heavy black on Sheet No.1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 12)".	Shops (exceeding 250 square metres floor-space) provided total floorspace does not exceed 2,000 square metres; tourist facilities.
4.	Land at Charlestown as shown edged heavy black on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 12)".	Commercial premises.
5.	Land at Wyee Point, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.13) (Sheet No.1)".	Tourist facilities.
6.	Land at Warners Bay, being part Lot 19, D.P. 18627, as shown edged heavy black on Sheet No. 5 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 19)".	Sail making.
7.	Land in the vicinity of Caves Beach, being such of the land shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)" as is within 50 metres of an adjoining or adjacent zone on sheet 1 of the map.	Any purpose for which development may be carried out on land within the adjoining or adjacent zone.
8.	Land shown edged heavy black and lettered "7(c)" on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)".	Golf courses; pathways; recreation areas; refreshment rooms.
9.	Land in the vicinity of Caves Beach, as shown edged heavy black and lettered "7(a)" or "7(c)" on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)" and being part Lot 321, D.P. 706319 part Lots 4 and 5, D.P. 706337, and part of land in D.P. 377681	Golf courses -- if consent to development is granted within 2 years (or such longer period as the Minister may, before the expiration of that period, notify by order published in the Gazette) from the date when Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16) took effect.

Item	Column I	Column II
10.	Land in the vicinity of Cams Wharf, as shown edged heavy black and lettered "7(a)" on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.16)" and being part lot 2, D.P. 114469, part lots 7 and 8, D.P. 221991, and part lot 2 in a resubdivision of lot 3, D.P. 706337, and part lot 34, D.P. 755266.	Hotels and golf courses - if consent to such development is granted within 2 years (or such longer period as the Minister may, before the expiration of that period, notify by order published in the Gazette) from the date when Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16) took effect.
11.	Land in the vicinity of Cams Wharf, as shown edged heavy black and lettered "3(a)" on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16)" and being part lot 2, D.P. 114469.	Shops - if consent to such development is granted within 2 years (or such longer period as the Minister may, before the expiration of that period, notify by order published in the Gazette) from the date when Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16) took effect.
12.	Land in the vicinity of Caves Beach, as shown edged heavy black and lettered "7(a)" on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.16)" and being part Lot 4, D.P. 706337.	Hotels - if consent to such development is granted within 3 years (or such longer period as the Minister may, before the expiration of that period, notify by order published in the Gazette) from the date when Lake Macquarie Local Environmental Plan 1984 (Amendment No. 16) took effect.
13.	Land at Eraring, being lot 19, Section L, D.P. 6747.	Dwelling-house.
14.	Land at Edgeworth being Lots 1 and 2, D.P. 100700, and Lot 11, D.P. 5268, as shown edged heavy black on Sheet No.2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.25)".	Hotel development.
15.	Land at Freemans Waterhole being Lot 1, D.P. 200372, and Lots 80 and 81, D.P. 610602.	Service stations.
16.	Land at Killingworth, as shown edged heavy black on Sheet No.8 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.33)".	Dwelling-houses.
17.	Land at Morisset, as shown edged heavy black on map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 39), Sheet No.4".	Sale of landscape supplies.
18.	Land at Belmont North, Lot 3, D.P. 537587 as shown edged heavy black on Sheet No. 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 46)." 1989.	Development of John Darling Colliery Local Heritage Item in accordance with Clauses 7, 10, 11 and 12 of the Hunter Heritage Regional Environmental Plan
19.	Land at Bonnells Bay, Lot 1, D.P. 707797 as shown edged heavy black on Sheet No.5 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No.46)".	Up to 30 dwellings subject to provision of a single integrated septic sewerage system to the satisfaction of the Hunter Water Board and State Pollution Control Commission.

Item	Column I	Column II
20. Land at Redhead, being part of Lot 6001, D.P. 10262, as shown edged heavy black on Sheet No. 6 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 46)".		Long-term residential occupation of movable dwellings (As specified in Ordinance 71 of the Local Government Act, 1919).
21. Land at Bonnells Bay, Lot 1000, D.P. 777113, as shown edged heavy black on Sheet No. 7 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 46)".		Long-term residential occupation of movable dwellings (as specified in Ordinance 71 of the Local Government Act, 1919).
22. Omitted. See Item 43.		
23. Land at Dudley, part of Lot 1934, D.P. 704461, as shown edged heavy black on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 55)".		Any purpose permissible within Zone 2(a) subject to required works being undertaken to the satisfaction of Council to render the land suitable for the various intended developments.
24. Omitted. See Item 39.		
25. Land at Speers Point, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 57)".		Any purpose for which development may be carried out in Zone 2(c), except for shops.
26. Land at Ryhope, as shown edged heavy black on Sheet No. 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 53)".		Lawn Cemetery and Crematorium.
27. Land at Wyee Point, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 60)".		Permanent residential accommodation and other buildings, works and land uses predominantly providing a tourist destination as an integrated community containing tourist facilities and which may contain a range of accommodation types (including dwellings) and a combination of land uses including retailing, recreational and community activities appropriate to the community's needs.
28. Land in the vicinity of Rafferty's Road Cams Wharf, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 56)".		Development predominantly providing a tourist destination as an integrated community containing tourist facilities and which may contain a range of accommodation types (including dwellings) and a combination of land uses including retailing, recreation and community activities appropriate to the community's needs.

Item	Column I	Column II
29. Lot 1 DP 559007, Sturt Road, Cardiff, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 63)".		Place of public worship
30. Land at Morisset East, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 61)".		Service Station
31. Land at Dudley, being part of Lot 1934, DP 704461, as shown edged heavy black on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 62)".		Any purpose permissible within Zone No. 2(a) subject to required geotechnical and other works being undertaken to the satisfaction of Council to render the land suitable for the various intended developments.
32. Land at Bonnells Bay, shown edged with a heavy black broken line on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 65)".		Subdivision to create allotments the Council is satisfied will be used for residential purposes, but only if arrangements satisfactory to the Hunter Water Corporation Limited have been made for the supply of water, sewerage and drainage to the land.
33. Lot 137, DP 774535, Pacific Highway, Belmont North, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 68)".		Residential development which may be carried out within Zone 2(c).
34. Land at Blackalls Park, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 73)".		'Professional consulting rooms' as defined in clause 4(1) of the Environmental Planning and Assessment Model Provisions 1980.
35. Land at Cardiff Heights, as shown by diagonal hatching on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 80)".		Erection of a dwelling-house.
36. Land at Toronto as shown edged by a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 86), Sheet No. 2".		Premises jointly occupied by a swimming pool supplies retailer and a glazier.
37. Land in the vicinity of Green Point as shown edged heavy black and lettered "6(e)" on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 75)".		Boat slipping and maintenance in the vicinity of Black Jack Point; camping (other than caravan parks, mobile home estates or manufactured home estates).
38. Land at Warners Bay, as shown edged with a heavy black broken line on map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 99)".		Subdivision into not more than 9 allotments.

Item	Column I	Column II	
39.	Land at Cams Wharf, as shown edged by a heavy black broken line on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 100)".	Subdivision of the land into 4 allotments, by means of a plan of subdivision that dedicates as a public reserve an allotment including such part of the foreshore of Lake Macquarie as the Council considers appropriate; erection of one dwelling-house on each of the 3 other allotments created by the subdivision.	
40.	Land at Eraring, being lot 7, Section M, DP 6747, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 109)".	Dwelling-house	
41.	Land at Charlestown, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 110)".	Temporary car parking for use by employees of the Charlestown Shopping Square for a maximum of twelve months from the commencement of Lake Macquarie Local Environmental Plan 1984 (Amendment No. 110).	
42.	Land at Caves Beach as shown edged by a heavy black line on Sheet No. 3 and shown edged with a heavy black broken line on Sheet No. 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 83)".	Quarrying and restoration.	
43.	Land in the vicinity of Minmi Road, the Cameron Park Drive and George Booth Drive, Edgeworth, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 102)".	Any purpose for which land in the adjoining zone may be developed, but only if council has had regard to the guidelines and parameters adopted in the establishment of the relevant zone boundary (as evidenced by any environmental study, assessment or report prepared in relation to the creation of that zone boundary) and is satisfied: (a) that the land is suitable having regard to all matters, including the following: <ul style="list-style-type: none"> <li>• slope;</li> <li>• access;</li> <li>• drainage;</li> <li>• bushfire hazard;</li> <li>• conservation value;</li> <li>• geotechnical instability;</li> <li>• erosion hazard;</li> <li>• visual significance; and</li> </ul> (b) that the development will not reduce the area of open space required to meet the needs of any population increase as a result of the development; and	(c) that the development will not reduce the conservation value of the locality required for the protection of flora and fauna species, having regard to all matters, including perimeter effects and the impact of the development on the total area of land identified as relevant for conservation.
44.	Land at Mirrabooka, being Lot 16, DP 28068, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 118)".	Subdivision into not more than 4 lots and the erection of a dwelling-house on each lot so created.	
45.	Land at Mirrabooka, being Lot 17 DP 28068, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 118)".	Subdivision into not more than 2 lots and the erection of a dwelling-house on each lot so created.	
46.	Land at Mirrabooka, being Lots 18,19 and 20, DP 28068, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 118)".	Subdivision of each lot into not more than 2 lots and the erection of one additional dwelling-house on each vacant lot so created.	
47.	Land at Edgeworth being Part Lot A, DP 404417, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 121)".	Service Station.	
48.	Land at Eraring, being Lot 29 DP 262501, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 133)".	Aquaculture, being the propagation or rearing of marine, freshwater or estuarine fish or other organisation.	
49.	Land at Warners Bay, being Lot 4, DP 612897, and known as 240 Hillsborough Road, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 131)".	Brothel - for not more than 2 years after the grant of consent for that use.	
50.	Land at Morisset, as shown edged by a heavy black line and a heavy black broken line on Sheet No. 5 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 116)".	Mortuary.	
51.	Land at Cams Wharf Road, Cams Wharf, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 129)".	Subdivision into not more than 3 lots and the erection of a dwelling-house on each lot so created.	

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| <p>52. Land at Coorabong, being part Lot 7, DP 262160, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 130)".</p> | <p>Subdivision, and the erection of a dwelling - house on that part of the land that is shown edged with a heavy black broken line, but only if the dwelling-house is designed to mitigate, to the satisfaction of the Council, noise impacts associated with the freeway.</p> |  |
| <p>53. Land at School Road, Wakefield, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 164)".</p>         | <p>Erection of one dwelling-house.</p>   |  |
| <p>54. Land at Reservoir Road, Glendale, as shown edged with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 165)".</p>       | <p>Educational establishment.</p>  |  |
- Schedule 3**  
(Clause 30)
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| <p>1. Land at Marks Point in the vicinity of Reid Street, being Lot 116, DP 534353, as shown edged heavy black on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 80).</p>             | <p>Decontamination works to a standard satisfactory to the council.</p>  |  |
| <p>2. Land at Toronto, as shown edge heavy black on Sheet 1 and shown with a heavy black broken line on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 81).</p>                           | <p>Ground level pedestrian accessways across the land that the Council is satisfied will:<br/>(a) Provide adequate access to the car park on adjoining land; and<br/>(b) link up with pedestrian accessways on adjoining land.</p>                                   |  |
| <p>3. Land in the vicinity of Green Point as shown edged heavy black and lettered "6(e)" on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 75)".</p>   | <p>Contaminated land and other hazard assessment and, where remedial action is indicated as being required by that assessment, remediation of any contaminated land or other hazard to the satisfaction of the Council and the Environment Protection Authority.</p> |  |
| <p>4. Land at Redhead in Collier Street, being Lot 1744, DP 39723, as shown edged heavy black on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 89)".</p>                             | <p>Decontamination works undertaken to a standard satisfactory to the Council.</p>   |  |
| <p>5. Land at Toronto, as shown edged by a heavy black line on Sheet No. 5 and shown edged with a heavy black broken line on Sheet No. 6 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 83)".</p> | <p>Ground level pedestrian accessways across the land that the Council is satisfied will:<br/>(a) provide adequate access to the car park on adjoining land; and<br/>(b) link up with pedestrian accessways on adjoining land.</p>                                   |  |
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| <p>6. Land at Glendale, as shown with a heavy black broken line on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan (Amendment No. 115)".</p> | <p>Remediation of any contaminated land or other hazard on land to be used for residential purposes to the satisfaction of the Council.</p>  |
| <p>7. Land at Kahibah, as shown with a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 147)".</p>            | <p>Remediation of any contaminated land to be used for residential purposes to the satisfaction of the Council.</p>  |
| <p>8. Land at Buttaba, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan (Amendment No. 111)".</p>                              | <p>A development control plan using demonstrable "best practice" methods, which addresses to the satisfaction of the Council certain relevant issues, including: flora and fauna conservation, soil erosion and sedimentation control, drainage and water management, bushfire risk management, Aboriginal archaeology, urban design, subdivision pattern and development staging, and appropriate construction types and methods.</p> |

**Schedule 4**  
**Classification and Reclassification of Public Land as Operational**

(Cl. 32)

**Part 1**

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| <b>Argenton</b>      | Lake Road - Part Lot 10, DP 734693, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 95)".  |
| <b>Barnsley</b>      | Government Road - Land in FP 314717, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 91)".  |
| <b>Belmont</b>       | <p>Calverton Crescent - Pt Lot 68 DP 241833 as shown edged heavy black on Sheet No. 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment 116)".</p> <p>The Parade - Section A, DP 9771 and Lot 19, Section A, DP 9771, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 101)".</p> <p>Gerald Street - Lot 20, DP 620675 and Lot 100, DP 620636, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 142)".</p> |
| <b>Brightwaters</b>  | Lake View Avenue - Part Lot 262, DP 8055 as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 141)".   |
| <b>Buttaba Hills</b> | <p>Abercan Crescent - Lot 757, DP 12507, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 120)".</p> <p>Todmorden Road - Lots 758 and 759, DP 12507 as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 120)".</p>  |

<b>Cams Wharf</b>	Rallerty's Road - Part Lot 3 and Part Lot 4, DP 727713, as shown by diagonal hatching on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 100)".
<b>Caves Beach</b>	Pacific Highway - Lot 7, DP 791995, as shown edged heavy black on sheet 5 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 128)".
<b>Charlestown</b>	Ocean View Parade - Part Lot 90, DP 10591, and Part Lot 300, DP 715285, as shown edged heavy black on sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 123)".
<b>Coal Point</b>	Robey Road - Lot 149, DP 700890, as shown edged heavy black on Sheet 5 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 141)".
<b>Eleebana</b>	Wyndham Way - Part Lot 348 DP 260120 as shown edged heavy black on Sheet No. 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment 116)".
<b>Glendale</b>	Glendon Crescent - Lot 4, DP 527557 as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 106)".
<b>Highfields</b>	George Street - Lot 61, DP 11010, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 19)".  Louisa Avenue - Lot 16, DP 261465, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 119)".
<b>Kahibah</b>	Kahibah Road - Lots 2 and 3, DP 19711 and Lots 70-72, 88 and 89, DP 10591, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 142)".  Kenibea Avenue - Lots A & B, DP 372188, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 142)".
<b>Mount Hutton</b>	Ford Avenue - Lot 18, DP 243397, as shown edged heavy black on sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 128)".  Tango Street - Lot 10, DP 220993, as shown edged heavy black on sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 128)".
<b>New Lambton Heights</b>	Arkana Close - Part Lot 361, DP 250025, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 94)".
<b>Swansea Heads</b>	Lambton Parade - Pt Lot 54 DP 240868 as shown edged heavy black on Sheet No. 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment. 116)".
<b>Toronto</b>	Victory Parade - Lot 94, DP 9673, as shown edged heavy black on sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 141)".
<b>Warners Bay</b>	Macquarie Road - Part of Lot 11 in DP 727746, as shown edged heavy black on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 104)".  Wellham Close - Part Lot 48, DP 746884, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 141)".

## Part 2

<b>Belmont</b>	Glover Street - Lot 816 and part of Lot 815, DP 818217, as shown edged heavy black on Sheet 7 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155).</i>
	Maude Street - Part Lot 811, DP 802647, as shown edged heavy black on Sheet 6 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155).</i>
<b>Bolton Point</b>	Bay Road - Part of Lot 519, DP 740450, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 154)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 154).</i>
<b>Bullaba</b>	Earswick Crescent - Lot 408, DP 11287, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 154)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 154).</i>
<b>Charlestown</b>	Patricia Avenue - Lot 230, DP 810988, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163).</i>
<b>Edgeworth</b>	Park Street - Lot 710, DP 587126 and Lot 1, DP 509700, as shown edged heavy black on Sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155).</i>
<b>Glendale</b>	Stockland Drive - Lot 32, DP 883898, known as the Hunter Region Athletics and Gymnastics Centre, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159).</i>
<b>Rathmines</b>	Sunlight Parade - Lot 6, DP 249718, as shown edged heavy black on Sheet 6 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163).</i>
<b>Redhead</b>	Cowlshaw Street - Lot 1, DP 234492, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 155)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 154).</i>
<b>Swansea Heads</b>	Lambton Parade - Part of Lot 91, DP 878323, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159).</i>
<b>Toronto</b>	May Street - Lot 26, Section 17, DP 1097, as shown edged heavy black on Sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 159).</i>  Mount Waring Road - Lot , DP 823111, as shown edged heavy black on Sheet 8 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163)" - <i>Lake Macquarie Local Environmental Plan 1984 (Amendment No. 163).</i> Section 88B of the Conveyancing Act 1919 - restriction as to user marked on DP 823111, in favour of the Hunter Water corporation to remain on the title of the land is not discharged.

**Schedule 5  
(CI.30A)  
Conditions for certain consents**

Item	Column 1	Column II
1.	Land at Green Point as shown hatched on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 75)".	Rehabilitation and landscaping of the quarry on Part Lot 35A, DP 755233 in accordance with a plan approved by the Council, and the carrying out of any related works required by the Council, all to the satisfaction of the Council.
2.	Land at Green Point as shown heavy black and lettered 2(a) on the map marked "Lake Macquarie Local Environmental Plan 1984 No. 75)".	Remediation of any contaminated land in accordance with a plan approved by the Council and the Environment Protection Authority, and the carrying out of any related works required by the Council and the Environment Protection Authority, all to the satisfaction of the Council and the Environment Protection Authority.
3.	Land in the vicinity of Floraville Road, Belmont North, as shown edged heavy black or hatched on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 140)".	Retention of a minimum of 10 metres of vegetation along the southern boundary of the land and the restriction of buildings to a building envelope within the area shown hatched on the sheet specified opposite.
4.	Land at Warners Bay in Myles Avenue, being Lot 1, DP 204920, as shown by a heavy black broken line on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 150)".	Provision for future vehicle and pedestrian access through to Hillsborough Road, Warners Bay in a manner that is satisfactory to the Council.
5.	Land in the vicinity of Coal Point Road, Coal Point, as shown edged with a heavy black broken line on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 146)".	Retention of bushland (particularly canopy cover), to maximum extent practicable so that the visual and scenic qualities of the land are not compromised, all to the satisfaction of the Council.  Implementation of the principles of water-sensitive urban design in the manner specified in the conditions. This is to include, but need not be limited to, the use of stormwater tanks, porous surfaces and the like.
6.	Land at Estelville shown edged by a heavy black broken line on the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 152)".	(a) All stormwater must be detained and treated within the site boundary. (b) There must be no direct vehicular access to or egress from the site from or to the F3 Freeway, George Booth

Drive or the Newcastle Link Road.  
(c) There must be no direct vehicular or pedestrian access to Cameron Park Drive, from lots fronting Cameron Park Drive.  
(d) A vegetation buffer is to be established along the boundaries of the land adjoining the F3 Freeway, the Newcastle Link Road and Cameron Park Drive, to the satisfaction of the Council.

**Schedule 6  
(CI.33)  
Residential density for certain land**

Item	Column 1	Column II
1.	Land at Redhead in Collier Street, being Lot 1744, DP 39723, as shown edged heavy black broken line on Sheet No. 2 of the map marked "Lake Macquarie Local Environmental Plan 1984 (Amendment No. 89)".	Approximately 130 residential lots

**Schedule 7  
(Cl. 7(1))  
Heritage Items**

In this Schedule, for the purpose of listing property descriptions, the symbol "S" means identified as of State significance, "R" means identified as of Regional significance, "L" means identified as of Local significance, "PO" means Permissive Occupancy, "MS" means miscellaneous, "MD" means Maitland and "SP" means strata plan.

Item No	Significance	Item	Address	Property Description
<b>ARGENTON</b>				
AG-01	R L	Newcastle Mines Rescue Station	533 Lake Rd	Lot 2, D.P.599235
AG-02	R L	Former Cockle Creek Railway Bridge	2(over) Cockle Creek (also see RT-09)	
AG-03	R L	Cockle Creek Railway Bridge	3(over) Cockle Creek (also see RT-03)	
AG-05	L	Church Hall and Anglican Church	477 Lake Rd 475 Lake Rd	Lot 1, D.P.125686 Lot 2, D.P.125686
AG-06	R L	Speers Point Tram Route	Frederick St (also see RT-02)	
<b>AWABA</b>				
AW-05	R L	Stationmaster's Cottage	1 Wilton Rd	Lot 1, D.P.817297
AW-08	R L	Railway Station Cottage	34 Brisbane St	
<b>BARNESLEY</b>				
BY-02	R L	Johnston Family Cemetery	14A Taylor Ave	Lot 100, D.P.630296
BY-03	R L	Barnsley Public School	91 Appletree Rd	Lot 1, D.P.371533 Lot 2, D.P.371533
<b>BELMONT</b>				
BM-01	R L	House "Yarragee"	23 Bellevue Rd	Pt. Lot 11, D.P.4405 Lot 12, D.P.4405 Lot 1, D.P.963497 Lot 2, D.P.963497
BM-04	R L	Former "Roslyn" Private Hospital	15 George St	Lot 2, D.P.13715
BM-05	R L	House "The Bennals"	45 Walter St	Lot D, D.P.402085
BM-08	R L	Former Ferry Wharf	55 Brooks Pde,	Belmont Wharf
<b>BELMONT NORTH</b>				
BN-01	S R L	Former John Darling Colliery	65 John Fisher Rd 85 John Fisher Rd 75 John Fisher Rd 55 John Fisher Rd 30 Maranatha Cl	Lot 1, D.P.814551 Lot 2, D.P.814551 Lot 3, D.P.814551 Lot 4, D.P.814551 Lot 35, D.P.848941
BN-04	R L	Former Staff Houses, Colliery Row	3 Maranatha Cl 7 Maranatha Cl 9 Maranatha Cl 21 Maranatha Cl	Lot 12, D.P.848941 Lot 14, D.P.848941 Lot 15, D.P.848941 Lot 120, D.P.853391

Item No	Significance	Item	Address	Property Description
<b>BLACKALLS PARK</b>				
BK-01	S R L	Fossil Tree Sections	23 Venetia Ave	Lot 6, D.P. 12604
BK-02	R L	Railway Bridges	2(over) Mudd Creek and 2(over) Stony Creek (also see RT-11)	
BK-03	L	Railway Station	26 South Pde (also see RT-11)	
BK-04	S	Fossil Tree Reserve.	40 Aldon Cr	Reserve 38237
<b>BLACKSMITHS</b>				
BL-01	R L	Fisherman's Cottage	167 Ungala Rd	Lot 3, Section 23, D.P. 23547
<b>BOOLAROO</b>				
BR-01	R L	Group of 4 Cottages	8 Creek Reserve Rd 10 Creek Reserve Rd 12 Creek Reserve Rd 14 Creek Reserve Rd	Lot 11, D.P. 616785 Lot 1, D.P. 301687 Lot 3, D.P. 8704 Lot 4, D.P. 8704
BR-02	R L	Former Boolaroo Post Office	91 Main Rd	Lot 2, D.P. 809177
BR-04	R L	Former Motor Garage	19 Main Rd	Lot 1, D.P. 125272
BR-05	R L	Commercial Hotel	2 Main Rd	Lot 1, Section A, D.P. 3494 Lot 2, Section A, D.P. 3494
BR-06	L	House "Alida"	48 Lakeview Rd	Lot 4, Section M, D.P. 3494
<b>BOORAGUL</b>				
BU-01	R L	Colliery Relics.	155 Old Main Rd	Lot 33, D.P. 858667
BU-02	R L	House "Awaba Park"	82 Marmong St 2b First St	Lot 120, D.P. 855520 Pt Lot 33, D.P. 755262
BU-03	R L	Quigley Grave	24 Park Pde	Lot 466, D.P. 774186 Pt Lot 468, D.P. 774186
<b>CARDIFF</b>				
CF-01	R L	Row of 4 Shops with Cottages	275 Main Rd 279 Main Rd	Lot 21, D.P. 544989 Lot 22, D.P. 544989
CF-02	R L	Brick Shops	281 Main Rd	Lot 4, D.P. 10789
CF-04	R L	Former Doctor's Surgery	8 Michael St	Lot 2, D.P. 214463
CF-05	R L	House	6 Michael St	Lot 1, D.P. 214463
CF-08	R L	Cardiff Masonic Hall	4 Margaret St	Lot 12, Section B, D.P. 8186
CF-09	L	House	309 Main Rd	Pt Lot 34, D.P. 755233
CF-15	L	St Kevin's Cottage	230a Main Rd	Lot 1, Section A, D.P. 4143
CF-16	L	St Kevin's Church	226 Main Rd	Lot 3, Section A, D.P. 4143
CF-17	R L	Former Miner's Cottage	251 Main Rd	Lot 1, D.P. 303203

Item No	Significance	Item	Address	Property Description
<b>CARDIFF SOUTH</b>				
CS-01	R L	Former Colliery Tramway	14a Almora Cl 180 Macquarie Rd 235 Macquarie Rd (also see RT-15)	Lot 38, D.P.827464 Lot 17, D.P.727746 Lot 673, D.P.805546
<b>CATHERINE HILL BAY</b>				
CH-03	R L	Police Station & Lock Up	23a Clarke St	Lot 1, Section F, D.P.163 Lot 3, Section F, D.P.163 Lot 5, Section F, D.P.163
CH-04	R L	Wallarah Hotel	24 Clarke St	Lot 1, Section D, D.P.163
CH-05	R L	Cottages	10 Clarke St 12 Clarke St	Lot 71, D.P.222717 Lot 72, D.P.222717
CH-06	R L	Cottages	21 Clarke St 19 Clarke St	Lot 78, D.P.222717 Lot 79, D.P.222717
CH-07	R L	Cottage	17 Clarke St	Lot 80, D.P.222717
CH-08	R L	Cottages	9 Clarke St 7 Clarke St 5 Clarke St 3 Clarke St	Lot 84, D.P.222717 Lot 85, D.P.222717 Lot 86, D.P.222717 Lot 87, D.P.222717
CH-10	R L	Cottage	3 Lindsley St	Lot 54, D.P.222717
CH-12	R L	Cottage	11 Lindsley St	Lot 58, D.P.222717
CH-13	R L	House "Wallarah House"	1a Keene St	Lot 2031, D.P.841175
CH-14	S R L	Coal Loader Jetty	Southern end of the beach	Lot 2031, D.P.841175
CH-16	R L	Catherine Hill Bay Colliery Railway	Mine Camp to the coal loader jetty (also see RT-18)	
CH-17	L	House & 4 Norfolk Pines	38 Flowers Dr	Lot 22, D.P.593154
CH-19	L	Anglican Church	71 Flowers Dr	Lot 21, D.P.593154
CH-21	S R L	Group.	27 Flowers Dr 29 Flowers Dr 31 Flowers Dr 33 Flowers Dr 35 Flowers Dr 37 Flowers Dr 42 Flowers Dr 44 Flowers Dr 46 Flowers Dr 48 Flowers Dr 50 Flowers Dr 54 Flowers Dr 56 Flowers Dr 58 Flowers Dr	Lot 14, D.P.222943 Lot 15, D.P.222943 Lot 16, D.P.222943 Lot 17, D.P.222943 Lot 18, D.P.222943 Lot 19, D.P.222943 Lot 41, D.P.222943 Lot 42, D.P.222943 Lot 43, D.P.222943 Lot 44, D.P.222943 Lot 45, D.P.222943 Lot 47, D.P.222943 Lot 48, D.P.222943 Lot 49, D.P.222943
CH-22	R L	Hall	1 Northwood Rd	Lot 1, D.P.407474
CH-24	L	House	26 Flowers Dr	Lot 1, D.P.952963
CH-27	R L	House	38 Flowers Dr (off Colliery Rd)	
CH-32	R L	Cemetery	8 Northwood Rd	MS354MD, MS1514MD

Item No	Significance	Item	Address	Property Description
<b>CHARLESTOWN</b>				
KS-01	R L	South Waratah Colliery	31 Kirkdale Dr, (also see RT-06)	Lot 132, D.P.243393
CT-01	R L	Miner's Cottages	300 Charlestown Rd 304 Charlestown Rd 306 Charlestown Rd 308 Charlestown Rd	Lot 2, D.P.33470 Lot 4, D.P.33470 Lot 5, D.P.33470 Lot 6, D.P.33470
CT-03	R L	Cottage	32 Smith St	Lot 1, D.P.213865
CT-04	R L	Brick Cottage	36 Smith St	SP 43904
<b>COAL POINT</b>				
CP-01	S R L	Threlkeld's Mine	359 Coal Point Rd	Lot 17, D.P.7687
<b>COORANBONG</b>				
CB-01	L	Grave "Frost's Rest"	108 Babers Rd	Lot 7, D.P.755238
CB-02	R L	Catholic Church & Cemetery	6 Martinsville Rd	Lot 1, D.P.197852
CB-03	R L	Former Post Office	41 Martinsville Rd	Lot 120, D.P.755223
CB-06	L	House	9 Kings Rd	Lot 3, D.P.549007
CB-07	L	House	8 Kings Rd	Lot 1, D.P.798409
CB-09	R L	Suspension Footbridge	4 Dora Creek	
CB-17	S R L	Water Tower	15 Central Rd	Lot 20, D.P.3534
CB-18	S R L	Bethel Hall	50 Central Rd	Lot 18, D.P.129134
CB-21	S R L	College Hall	50 Central Rd	Lot 18, D.P.129134
CB-22	R L	Science Hall	50 Central Rd	Lot 18, D.P.129134
CB-23	R L	House "The Laurels"	50 Central Rd	Lot 18, D.P.129134
CB-24	L	Auditorium	50 Central Rd	Lot 9, Section 7, D.P.3533
CB-26	S R L	Sanitarium Health Foods Factory	70 Central Rd 70 Central Rd 50 Central Rd 50 Central Rd	Lot 7, Section 1 D.P.3533 Lot 8, Section 1 D.P.3533 Lot 1, D.P.938761 Lot 18, D.P.129134
CB-27	R L	Sanitarium Dairy Farm	15 Central Rd	Lot 21, D.P.3534
CB-28	R L	House "Three Bells"	597 Freemans Dr	Lot 20, Section 6, D.P.3533
CB-29	L	Cottage	661 Freemans Dr	Lot A, D.P.416525
CB-31	S R L	House "Sunnyside"	27 Avondale Rd	Lot 2, D.P.204207
<b>DORA CREEK</b>				
DC-02	L	House	16 Dora St	Lot 11, D.P.533825
DC-03	L	Holmes Store	3 Watt St	Lot 38, D.P.528601
<b>DUDLEY</b>				
DL-01	S R L	Cast Iron Reservoir	147 Ocean St	Lot 1, 446723
DL-03	R L	Two Miner's Cottages	125 Ocean St	Lot 3, Section D, D.P.2657

Item No	Significance	Item	Address	Property Description
DL-04	R L	Dudley Public School	122 Ocean St	Lot 145, D.P.755233
DL-06	R L	Pensioners Hall	98 Ocean St	Lot 1, D.P.931771
DL-07	L	Ocean View Hotel	85 Ocean St	Lot 20, Section A, D.P.2304
DL-08	L	Royal Crown Hotel	94 Ocean St	Lot 18, Section B, D.P.2304
DL-09	R L	Former Miner's Cottage	31 Thomas St	Lot 9, Section D, D.P.2657
DL-10	R L	Former Miner's Cottage	29 Thomas St	Lot 11, Section D, D.P.2657

#### EDGEWORTH

EW-07	L	School Teacher's Residence	7 Minml Rd	Lot 106, D.P.755262
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#### ERARING

ER-01	S R L	Eraring Power Station	4 Cross St 22B MR 217, Myuna Bay 22C MR 217, Myuna Bay 20A MR 217, Myuna Bay 20 MR 217, Myuna Bay 22A MR 217, Myuna Bay	Lot 29, D.P.262501 Lot 20, D.P.840668 Lot 211, D.P.840670 Lot 50, D.P.840671 Lot 51, D.P.840671 Lot 52, D.P.840671
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#### FASSIFERN

FF-01	R L	Fassifern Railway Cottage	Wallsend Rd	Lot 1, D.P.854050
FF-02	R L	Toronto Railway Overbridge	(over) Fassifern Rd (also see RT-11)	
FF-03	R L	Fassifern Railway Station	29 Fassifern Rd	

#### FREEMANS WATERHOLE

FW-01	S R L	Headframe Former Mining Museum	890 Freemans Dr	Lot 81, D.P.610602
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#### GLENDALE

GD-01	S R L	Cardiff Railway Workshops	460 Main Rd	Lot 3, D.P.860494
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#### HOLMESVILLE

KW-02	S R L	Elcom Newcastle Substation	101 Killingworth Rd	Lot 1, D.P.619513 Lot 2, D.P.619513
HV-04	L	Brick House	47 Appletree Rd	Lot 3, Section B, D.P.4479
HV-06	L	Brick House	54 Appletree Rd	Lot 22, D.P.740832
HV-07	R L	House	20 William St	Lot 14, Section E, D.P.5432
HV-08	R L	Former Police Station	20 Charlotte St	Lot 15, Section E, D.P.5432
HV-09	R L	Post Office Store	18 George St	Lot 1, Section L, D.P.3442
HV-11	R L	Holmesville Hotel	21 George St	Lot 20, Section M, D.P.3442

Item No	Significance	Item	Address	Property Description
HV-20	R L	House	32 Seaham St	Lot 42, Section B, D.P.4479
HV-24	R L	Railway Station	Killingworth Rd (also see RT-09)	
<b>KAHIBAH</b>				
KH-01	S R L	Glenrock Railway & Adit	Glenrock Lagoon	Lot 1, D.P.523208
<b>KILLINGWORTH</b>				
KW-03	L	Former Killingworth Hotel	39 Killingworth Rd	Lot 13, Section E, D.P.4339
KW-05	L	Soldier's Memorial	26 The Broadway	Lot 1, Section D, D.P.4339
<b>LAKE MACQUARIE</b>				
LM-01	L	Pulbah Island.		
LM-02	L	M.V. "Wangi Queen".		
LM-04	L	M.V. "Macquarie Lady".		
<b>MARTINSVILLE</b>				
MV-01	R L	Public School	2 Martinsville Rd	Lot 155, D.P.729025
MV-02	R L	House "Woodside"	2 Wilkinson Rd	Lot 1, D.P.741192
MV-03	R L	Dora Creek Bridge	Owens Rd	
MV-04	R L	Farm House "Wonga Hill"	10a Owens Rd	Lot 63, D.P.661760
CB-08	L	North Corrumbung Cemetery	100 Martinsville Rd	Land In Deed of Conveyors Vol 687, Fol 202
<b>MORISSET</b>				
MS-01	R L	Stationmaster's House	78 Dora St	
MS-08	L	Morisset High School	33 Bridge St	Lot 3, Section 40, D.P.758707
MS-10	R L	Tree - Morisset's Campsite	147 Macquarie St	Pt Reserve 68646
MS-12	S R L	Morisset Hospital Wards 5 & 6	69a Fishing Point Rd, Bonnells Bay	Lot 39, D.P.755242, Reserve 31357
MS-13	S R L	Morisset Hospital Ward 9, Clinical Dept	69a Fishing Point Rd, Bonnells Bay	Lot 39, D.P.755242, Reserve 31357
MS-14	S R L	Morisset Hospital Ward 10	69a Fishing Point Rd, Bonnells Bay	Lot 39, D.P.755242, Reserve 31357
MS-15	S R L	Morisset Hospital The Chapel	69a Fishing Point Rd, Bonnells Bay	Lot 39, D.P.755242
MS-16	S R L	Morisset Hospital Recreation Hall	69a Fishing Point Rd, Bonnells Bay	Lot 39, D.P.755242
MS-17	R L	Morisset Hospital The Main Store	69a Fishing Point Rd, Bonnells Bay	Reserve 31357
MS-19	S R L	Morisset Hospital Residence No 1	69a Fishing Point Rd, Bonnells Bay	Reserve 31357

Item No	Significance	Item	Address	Property Description
MS-20	S R L	Morisset Hospital Ward 17, General Psychiatry	69a Fishing Point Rd, Bonnells Bay	Reserve 31357
MS-23	S R L	Morisset Hospital Ward 12	69a Fishing Point Rd, Bonnells Bay	Reserve 31357
MS-24	S R L	Morisset Hospital Residence No. 3	69a Fishing Point Rd, Bonnells Bay	Reserve 31357
MS-25	S R L	Morisset Hospital Maximum Security Division	69a Fishing Point Rd, Bonnells Bay	Reserve 31357
MS-26	S R L	Morisset Hospital Cottage Row Residence Nos 16, 17, 18, 19, 20 & 21	69a Fishing Point Rd Bonnells Bay	Reserve 31357
MS-29	R L	Morisset Hospital Water Supply Dam - Pourmalong Creek.	69a Fishing Point Rd, Bonnells Bay	Reserve 31357

#### **NORDS WHARF**

NW-02	R L	"Nords Wharf"	43c Nords Wharf Rd	PO 1970/126
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#### **PELICAN**

PF-01	R L	Cabbage Trees	5 Soldiers Rd 25 Soldiers Rd 35 Soldiers Rd	Pt Lot 135, D.P.755233 Lot 103, D.P.755233 Lot 102, D.P.755233
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#### **RAILWAYS AND TRAMWAYS**

RT-01	S R L	West Wallsend Steam Tram Line.	West Wallsend to Newcastle via Wallsend, Holmesville, Estellville, Edgeworth & Glendale
RT-02	R L	Speers Point Steam Tram Line	Newcastle to Speers Point via West Wallsend
RT-03	S R L	Great Northern Railway	Line passes through Lake Macquarie from Garden Suburb to Wyee
RT-04	R L	Belmont Railway	Adamstown to Belmont, the New Redhead Estate and Coal Company Railway
RT-05	R L	Branch Lines from the Belmont Railway	Burwood No. 3 Colliery, Whitebridge, Dudley Colliery, Dudley, Lambton Colliery, Redhead, John Darling Colliery, Belmont North, Belmont Colliery Sidings, Belmont
RT-06	R L	Raspberry Gully Line Railway	Opposite Dalpura Lane to the Main Northern Railway Line, near Adamstown along Styx Creek
RT-09	R L	Seahampton, West Wallsend, Fairley and Killingworth Railway	Cockle Creek to Seaham No. 1 Colliery at Seahampton with branches to Fairley and Killingworth
RT-10	R L	Rhondda Colliery Railway	From West Wallsend railway on the northside of Stockton Borehole Colliery to the Rhonda Colliery south of Rhonda Rd, Teralba
RT-11	S R L	Fassifern to Toronto Branch Railway Line	Fassifern Railway Station to Toronto Railway Station and then Toronto Wharf.

Item No	Significance	Item	Address	Property Description
RT-14	R L	Wyee Coal Conveyor Railway Loop	North of Wyee to Vales Point Power Station	
RT-15	R L	Cardiff South Colliery Tramway	Macquarie Road, Cardiff South	
RT-18	R L	Catherine Hill Bay Colliery Railway	From Mine Camp, north of the township, to the coal loader	

#### **RATHMINES**

RM-01	R L	Catalina Memorial Nursing Home	171 Dorrington Rd	Lot 2, D.P.226531
RM-02	R L	Community Hall	1 Overhill Rd	Pt Lot 64, D.P.596913
RM-03	R L	Catamaran Club	1 Overhill Rd	Pt Lot 64, D.P.596913
RM-04	R L	Christadelphian School	2 Stilling St	Lot 5, D.P.226534
RM-05	R L	Flying Boat Ramps	1 Overhill Rd	Pt Lot 64, D.P.596913
RM-06	R L	Rathmines Bowling Club	1 Stilling St	Lot 4, D.P.226533
RM-07	S R L	Catalina War Memorial	1 Overhill Rd	Pt Lot 64, D.P.596913
RM-08	R L	Rathmines Holiday Camp	3 Stilling St	Lot 1, D.P.226530
RM-09	R L	Brick Store	1 Overhill Rd	Pt Lot 64, D.P.596913
RM-10	R L	Boat Slip	1 Overhill Rd	Pt Lot 64, D.P.596913

#### **REDHEAD**

RH-01	S R L	Lambton Colliery	999a Collier St	Lot 1744, D.P.39723
RH-03	R L	Under-Manager's House	999a Collier St	Lot 1744, D.P.39723
RH-04	R L	"The Gables"	87 Redhead Rd	Lot 4, D.P.737493
RH-05	R L	House	65 Cowlshaw St	Lot 28, Section 23, D.P.3109
RH-07	R L	Mine Manager's House	21 Elsdon St	Lot 100, D.P.609787

#### **SPEERS POINT**

SP-03	R L	House	10 Council St	Lot 1, D.P.518527
SP-04	R L	House	8 Council St	Lot 1, D.P.521920
SP-08	R L	House	18 Alley St	Lot 11, D.P.525378
SP-09	R L	House	37 Alley St	Lot 1, D.P.587774
SP-10	R L	Cottage	64 Speers St	Lot 1, D.P.348879
SP-11	R L	House	66 Speers St	Lot 3, D.P.562487
SP-12	R L	House	41 Albert St	Lot 1, D.P.962726
SP-13	L	House	74 Speers St	Pt Lot 1, D.P.956798
SP-14	R L	House	214 The Esplanade	Lot 1, D.P.108865
SP-16	R L	House "The Knoll"	374 The Esplanade	Lot 3, D.P.786053
SP-17	R L	House	332 The Esplanade	Lot 4, D.P.350608
SP-19	L	House	302 The Esplanade	Lot 32, D.P.564214
SP-23	R L	House	282 The Esplanade	Lot 145, D.P.558308
SP-25	R L	Former Lake Macquarie Council Chambers	143 Main Rd	Lot 13, D.P.810700
SP-26	L	House	141 Main Rd	Lot 1, D.P.368588

Item No	Significance	Item	Address	Property Description
SP-29	R L	Speers Point Garage	155 Main Rd	Lot 12, Section A, D.P.4063
SP-30	R L	House "Shangrila"	157 Main Rd	Lot 11, Section A, D.P.4063
SP-31	L	House	159 Main Rd	Lot 10, Section A, D.P.4063
SP-34	R L	Lakeview Street Theatre	81 Lakeview St	Lot 14, Section B, D.P.4063
SP-36	L	Shelter Shed	15 Park Rd	Lot 1, D.P.998238
SP-37	L	Minenwerfer (or German Mortar)	15 Park Rd	Lot 1, D.P.998238
<b>SWANSEA</b>				
SS-02	R L	The Swansea Hotel	196 Pacific Hwy	Lot 2, D.P.634759
SS-03	R L	Swansea Bridge	5 Swansea Channel (western bridge Pacific Hwy)	
<b>SWANSEA HEADS</b>				
SD-02	L	Coast Guard Station	3a Lambton Pde	Lot 548, D.P.39981
SD-03	R L	Reid's Mistake, Head & Channel	7a Lambton Pde 1 Swansea Channel 2 Swansea Channel 4 Swansea Channel	Pt Reserve 88033
SD-04	S R L	Moon Island	3 Swansea Channel (off Reid's Mistake)	
<b>TERALBA</b>				
TA-03	R L	Shop	8 Anzac Pde	Lot 1, Resub of Lot 10 & Lot 11 Section C, DP 447469
TA-08	R L	House "Moria"	59 York St	Lot 17, D.P.816302
TA-09	R L	Teralba Public School	57a York St - Lot 2, D.P.795123	
TA-10	R L	Great Northern Hotel	2 Anzac Pde	Lot 1, D.P.76131
TA-11	R L	House "AS"	101 Railway St	Lot 261, D.P.554269
TA-12	R L	Station Master's Cottage	148 Railway St	Lot 3, D.P.831957
TA-13	R L	Teralba Cemetery Billygoat Hill	20 Pitt St	Lot 31, D.P.858667
TA-16	R L	Gartlee Mine	159 Railway St	Lot 1, D.P.780614
TA-17	R L	Rhondda Colliery	23a Unnamed Rd	Lot 76, D.P.755262 Lot 13, D.P.755262
<b>TINGIRA HEIGHTS</b>				
TH-01	R L	Nature Reserve	80 Burton Rd	Lot 180, D.P.755233
<b>TORONTO</b>				
TT-01	L	House "Manuka"	182 Excelsior Pde	Lot 461, D.P.589541
TT-06	R L	House "The Moorings"	2 Jarrett St	Lot A, D.P.368417
TT-08	R L	Toronto Cemetery	354 Awaba Rd	MS500MD
TT-09	R L	Toronto Hotel	74 Victory Pde	Lot 201, D.P.549239

Item No	Significance	Item	Address	Property Description
TT-11	S R L	Former Railway Station	16 Victory Row	Lot 22, D.P.858519
TT-12	R L	Frith's Store	66 The Boulevard	Lot B, D.P.390795
TT-15	L	Regatta's Restaurant	24 Victory Pde	Lot 1, D.P.301366
TT-16	R L	Royal Motor Yacht Club Annexe	8 Arnott Ave	Pt Lot 14, Section 6, D.P.2505 Pt Lot 15, Section 6, D.P.2505
TT-17	R L	Kim's Restaurant	6 Arnott Ave	Lot 1, D.P.917503
TT-18	R L	Boatman's Cottage Lakefront	4 Arnott Ave	Lot 1, D.P.950464
TT-19	R L	Boathouse & Winches Lakefront	4 Arnott Ave	Lot 1, D.P.950464 PO 65/60
TT-20	R L	House	4 Arnott Ave	Lot 1, D.P.950464
TT-21	R L	House "Burnbrae"	32 Renwick St	Lot 1, D.P.122786
TT-22	R L	Station Master's Cottage	98 Brighton Ave	Lot 1, D.P.125979
TT-23	R L	House "McGeachie's"	109 Brighton Ave	Lot 2, D.P.515029
TT-29	R L	Convent of Mercy	26 Renwick St	Lot 2, D.P.314496
TT-30	L	House	23 Renwick St	Lot 2, D.P.350492
TT-38	R L	Cottage	6 Renwick St	Lot 21, D.P.4236
TT-42	L	House	16 Hunter St	Lot 111, D.P.596414
TT-43	R L	Winn's House	19 Hunter St	Lot 100, D.P.717511

#### WANGI WANGI

WG-01	S R L	Wangi Power Station	2a Borrabea St	Pt Lot 8, D.P.979440 Pt Lot 9, D.P.979440
WG-04	R L	House "Dobell House"	47 Dobell Dr	Lot 13, D.P.8840

#### WARNERS BAY

WB-01	L	House "Ali's Palace"	6 Fairfax Rd	Lot 2, D.P.20222 Lot 34, D.P.20222 Pt Lot 1, D.P.20222
WB-02	S R L	First Orange Orchard	The slope with north eastern aspect falling from crest of hill at corner Beryl & Mills Sts down to creek and tramway (WB-03)	
WB-03	R L	Mine Pithead & Coal Tramway to Lake	Follows creek from below Barbara St, to Lake between Howard & James Sts	

#### WEST WALLSEND

WW-01	S R L	West Wallsend Football Club Ground	3 Laidley St, Johnson Park	Lot 1, D.P.421411
WW-02	S R L	West Wallsend (No. 1) Colliery	Off Wilson St	Pt Lot 6, D.P.813136
WW-05	L	Cottage	12 Carrington St	Lot 6, Section Z, D.P.3809
WW-06	L	Cottage	15 Carrington St	Lot 15, Section D, D.P.2252
WW-08	R L	House "Earsdon Cottage"	20 Carrington St	Lot A, D.P.370073

Item No	Significance	Item	Address	Property Description
WW-10	R L	Shop	47 Carrington St	Lot 16, Section C, D.P.2252
WW-11	R L	House	47 Carrington St	Lot 16, Section C, D.P.2252
WW-12	L	Former Shop & House	52 Carrington St	Lot 2, Section G, D.P.2252
WW-13	S R L	Post Office & Residence	54 Carrington St	Lot 1, Section G, D.P.2252
WW-14	R L	Catholic Church & Convent	5 Hyndes St	Lot 15, Section G, D.P.2255 Lot 16, Section G, D.P.2252 Lot 1, D.P.500232 Lot 2, D.P.500232
WW-15	R L	Soldiers' Memorial & Park	49 Carrington St	Lot 1, D.P.301342
WW-01	R L	Workers' Club	51 Carrington St	Lot 11, D.P.863266
WW-02	R L	Clyde Inn Hotel	57 Carrington St	Lot 12, Section B, D.P.2252
WW-05	R L	House	59 Carrington St	Lot A, D.P.382915
WW-06	S R L	Former School of Arts	65 Carrington St	Lot 15, Section B, D.P.2252
WW-08	S R L	West Wallsend Co-Op	76a Carrington St 6 Withers St 8 Withers St	Lot 7, Section E, D.P.2252 Lot 8, Section E, D.P.2252 Lot 9, Section E, D.P.2252
WW-10	R L	West Wallsend Public School	49a Wallace St	Lot 5, Section J, D.P.2252 Lot 6, Section J, D.P.2252 Lot 7, Section J, D.P.2252 Lot 8, Section J, D.P.2252 Lot 9, Section J, D.P.2252 Lot 10, Section J, D.P.2252 Lot 11, Section J, D.P.2252 Lot 12, Section J, D.P.2252 Lot 1, D.P.415746 Lot 1, D.P.103681 Lot 1, D.P.203314 Lot 1, D.P.418805
WW-11	R L	Miners' Memorial	49a Wallace St	Lot 8, Section J, D.P.2252
WW-12	R L	Presbyterian Church	48a Wallace St	Lot 1, Section O, D.P.2253
WW-13	R L	Baptist Church	49 Wallace St	Lot 15, Section K, D.P.2252

Item No	Significance	Item	Address	Property Description
WW-14	L	Former Northumberland Hotel	1 Hyndes St	Lot 11, D.P.565278
WW-15	R L	Cottage	53 Wilson St	Lot B, D.P.315094
WW-40	R L	Cottage	8 Laidley St	Lot B, D.P.319636
WW-41	R L	Museum Hotel	70 Wilson St	Lot 21, D.P.700424
WW-46	S R L	Mt Sugarloaf and the Sugarloaf Range	Mt Sugarloaf Rd	Lot 1, D.P.231108 Lot 2, D.P.231108 Lot 21, D.P.223395 Lot 1, D.P.207238 Lot 1, D.P.338999 Reserve 67621
WW-47	R L	Mt Sugarloaf No. 1 Colliery	Mt Sugarloaf Rd	Lot 7, D.P.813135
WW-50	R L	West Wallsend Cemetery	10 O'Donnelltown Rd	Lot 982, D.P.589701
WW-52	R L	West Wallsend Valve House & Underground Reservoir	30a George Booth Dr, Esteville	Lot 1, D.P.923587
<b>WHITEBRIDGE</b>				
WH-01	R L	Whitebridge Cemetery	132a Dudley Rd	Lot 1698, D.P.755233
WH-02	R L	House	105 Burwood Rd	Lot 7, D.P.800730
WH-08	R L	Railway Cutting & Bridge	Old Dudley Rd (also see RT-04)	
<b>WYEE</b>				
WY-02	R L	Wye Channel	Extending north, from the Wye Dam, passing under Summerhayes Rd.	
WY-04	R L	Coal Conveyor	Wye rail loop to Vales Point, passing under Ruttleys Rd.	

**Schedule 8  
(cl. 7(1))  
Potential Archaeological Sites**

1. Wharf, Middle Camp Beach, Catherine Hill Bay
2. Wallarah East Pit, Flowers Drive, Catherine Hill Bay
3. Newstan Colliery, Fassifern Road, Fassifern
4. Lambton Colliery, Redhead  
Crown land, Redhead - Lot 2050, DP 823153
5. Amos Bros Quarry, Teralba
6. North Burwood Colliery, Burwood Road, Whitebridge

**Schedule 9  
(cl. 7(1))  
Heritage Conservation Areas**

## HISTORICAL NOTE

The Lake Macquarie Local Environmental Plan, 1984 was gazetted on 19th April, 1984. The following schedule summarises all subsequent amendments.

AMENDMENT	GAZETTE DATE	AFFECTED CLAUSES
No.1	4th May 1984	Cl. 7(1) (def. of "the map")
No. 2	18th May 1984	Cl. 7(1) (def. of "the map")
No. 3	13th September 1985	Cl. 7(1) (def. of "the map")
No. 4	18th October 1985	Cl. 2(1) (b), (y) and (3) Cl. 3 Cl. 23(1) Cl. 7(1) (def. of "automotive use", "council", "marine business") Cl. 10 (Col. III to Zone No. 3(c)) Cl. 13(2) Cl. 19(1)(a)
No. 5	16th May 1986	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
Erratum	24th October 1986	Sch. 2
No. 6	18th July 1986	Cl. 7(1) (def. of "the map") Cl. 20 Cl. 23 Sch. 1
No. 7	30th January 1987	Cl. 7(1) (def. of "the map")
No. 8	21st August 1987	Cl. 7(1) (def. of "automotive use", "home office", "recreation area", "the map") Col. 10 (Col. IV to Zones 1(a), 1(b), 2(a), 2(b), 2(c), 6(a); Col. II to Zone 6(a); Col. III to Zone 6(a), 6(c)) Cl. 25 Sch. 2
No. 9	21st July 1989	Cl. 2(1) (za) Cl. 29
No. 10	18th September 1987	Cl. 7(1) (def. of "the map")
No. 11	14th August 1987	Cl. 10 (Col. II to Zone 7(a))
No. 12	22nd April 1988	Cl. 7 (1) (def. of "the map") Sch. 2
No. 13	8th July 1988	Cl. 7 (1) (def. of "the map") Sch. 2
No. 14	23rd September 1988	Cl. 7(1) (def. of "the map")
No. 15	4th November 1988	Cl. 7(1) (def. of "altitude", bushfire control") Cl. 10 (Col. IV to Zone 2 (c)) Cl. 26 Cl. 27 Cl. 28
No. 16	10th February 1989	Cl. 7(1) (def. of "the map", "village craft industry") Cl. 10 (Col. III to Zone 7 (a)) Cl. 12 (2) Cl. 24 (1) & (2) Sch. 2

No. 17	7th October 1988	Cl. 7(1) (def. of "the map")
No. 18	2nd June 1989	Cl. 7(1) (def. of "the map")
No. 19	21st October 1988	Cl. 7(1) (def. of "the map")
No. 20	7th July 1989	Cl. 7(1) (def. of "the map") Cl. 24A
No. 22	7th July 1989	Cl. 2(1) (cc) & (ee) Cl. 8 Cl. 22A
No. 24	9th June 1989	Cl. 7(1) (def. of "the map")
No. 25	25th August 1989	Cl. 7 (1) (def. of "the map") Sch. 2
No. 26	15th July 1989	Cl. 7(1) (def. of "the map") Sch. 2
No. 27	11th August 1989	Cl. 7 (1) (def. of "the map") Sch. 2
No. 28	1st September 1989	Cl. 7 (1) (def. of "the map")
No. 29	18th August 1989	Cl. 7 (1) (def. of "the map")
No. 30	19th January 1990	Cl. 7 (1) (def. of "the map")
No. 32	19th January 1990	Cl. 7 (1) (def. of "the map")
No. 33	12th January 1990	Cl. 7 (1) (def. of "the map")
No. 34	15th December 1989	Cl. 7 (1) (def. of "the map")
No. 35	25th May 1990	Cl. 7 (1) (def. of "the map")
No. 36	11th May 1990	Cl. 24 (2) Sch. 2
No. 37	2nd March 1990	Cl. 7 (1) (def. of "the map")
No. 38	3rd August 1990	Cl. 7 (1) (def. of "the map")
No. 39	25th January 1991	Cl. 7 (1) (def. of "the map") Sch. 2
No. 40	18th October 1991	Cl. 7 (1) (def. of "the map") Cl. 24 Sch. 2
No. 42	19th October 1990	Cl. 7 (1) (def. of "the map")
No. 44	15th February 1991	Cl. 7 (1) (def. of "the map")
No. 45	8th February 1991	Cl. 7 (1) (def. of "the map")
No. 46	20th September 1991	Cl. 7 (1) (def. of "the map") Cl. 24 Sch. 2
No. 47	8th November 1991	Cl. 7(1) (def. of "the map")
No. 48	20th September 1991	Cl. 7 (1) (def. of "the map")
No. 49	18th October 1991	Cl. 7 (1) (def. of "the map")
No. 50	12th June 1992	Cl. 7(1) (def. of "the map")
No. 52	29th November 1991	Cl. 7(1) (def. of "the map")
No. 53	29th November 1991	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 54	27th December 1991	Cl. 7(1) (def. of "the map")
No. 55	20th September 1991	Cl. 7 (1) (def. of "the map") Cl. 24 Sch. 2
No. 56	30th January 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2

No. 57	8th November 1991	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 58	2nd July 1993	Cl. 7(1) (def. of "the map")
No. 60	10th January 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 61	31st July 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 62	28th August 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 63	27th March 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 65	27th November 1992	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 67	7th August 1992	Cl. 7(1) (def. of "the map")
No. 68	19th March 1993	Cl. 24 Sch. 2
No. 69	18th December 1992	Cl. 7(1) (def. of "the map")
No. 70	13th November 1992	Cl. 7(1) (def. of "the map")
No. 71	20th November 1992	Cl. 7(1) (def. of "the map")
No. 72	26th March 1993	Cl. 7(1) (def. of "the map")
No. 73	12th March 1993	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 74	19th March 1993	Cl. 7(1) (def. of "the map")
No. 75	12th May 1995	Cl.2(1) (dd) and (ee) Cl.2(1) (ff) Cl.2(2) (t1) Cl.7(1) (changed defn. of "bushfire control") Cl.7(1) (def. of "the map") Cl.7(1A) (def. of "contaminated land") Cl.10 (new 6(e) zone) Cl.30A Schedules 2, 3, 5
No. 76	25th November 1996	Cl.7(1) (def. of "the map")
No. 77	1st October 1993	Cl. 7(1) (def. of "exhibition home", "guest house", "professional consulting rooms") Cl. 8
No. 78	27th August 1993	Cl. 7(1) (def. of "the map")
No. 79	13th August 1993	Cl. 7(1) (def. of "the map")
No. 80	3rd December 1993	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2 Cl. 30 Sch. 3
No. 81	19th August 1994	Cl. 7(1) Cl. 30 Sch. 3
No. 82	21st January 1994	Cl. 13 (3)(4)
No. 83	17th September 1996	Cl.7(1) (def. of "the map") Sch.2, Sch.3
No. 84	13th May 1994	Cl. 7(1) (def. of "dual occupancy development," "dwelling-house") Cl. 8
No. 85	11th November 1994	Cl. 7(1) Cl. 31
No. 86	11th November 1994	Cl. 7(1)

No. 87	12th March 1999	Cl. 24 Sch. 2 Cl. 2(1)(jj) Cl. 7(1)(def. of demolish, heritage item) Cl. 7(1) (def. of heritage conservation area, potential archaeological site, relic) Cl. 34, 35, 36, 37, 38 and 39 re-written Cl. 7(1) Sch. 7 (Heritage Items)
No. 89	10th November 1995	Cl.2(1) (gg), (hh), (ii), and (jj) Cl.6 (inclusion of Part IV - Heritage Conservation) Cl.7(1) (def. of "conservation", "demolish", "heritage item", "heritage significance", "potential archaeological site" and "setting"). Cl.33 Cl.34, 35, 36, 37, 38, 39 (Part IV - Heritage Conservation) Cl.30, Sch. 3 Cl.33, Sch. 6 Cl.7(1), Sch. 7 Cl.7(1), Sch. 8
No. 90	24th February 1995	Cl.7(1) (def. of "the map")
No. 91	3rd November 1995	Cl.7(1) (def. of "the map") Cl.32, Sch. 4
No. 92	6th May 1994	Cl. 7(1) (def. of "the map")
No. 94	19th May 1995	Cl.7(1) (def. of "the map") Cl. 32, Sch. 4
No. 95	3rd November 1995	Cl.7(1) (def. of "the map") Cl.32, Sch. 4
No. 96	21st July 1995	Cl.7(1) (def. of "the map")
No. 98	25th June 1996	Cl.19, Cl. 19A
No. 99	21st July 1995	Cl.7(1) (def. of "the map") Cl.24, Sch. 2
No. 100	1st September 1995	Cl.24, Sch. 2 Cl.32, Sch. 4
No. 101	8 October 1996	Sch. 4
No. 102	8 October 1996	Cl.2(2)(w),(x) Cl.7(1) (def. of "cluster housing") Cl.10 Cl.12, Cl.12(1)(b) Cl.13(2), Cl.13(2)(a)(ii) Cl.24A(3) Cl.25A Sch.2
No.103	1st February 1997	Cl.7(1) (def. of "the map")
No. 104	1st December 1995	Cl.7(1) (def. of "the map") Cl.32, Sch. 4
No. 105	31st January 1996	Cl.7(1) (def. of "the map")
No. 106	25th June 1996	Cl. 7(1) (def of "the map") Sch.4
No. 107	4th February 1997	Cl.7(1) (def. of "dual occupancy - attached", "dual occupancy detached") Cl. 10
No. 108	1st December 1995	Cl.7(1) (def. of "the map")

No. 109	1st December 1995	Cl.24, Sch. 2
No. 110	6th October 1995	Cl. 24, Sch. 2
No. 111	20th October 2000	Cl. 7(1) (def. of "the map") Cl. 30 Sch. 3
No. 113	1st May 1998	Cl. 23 (new Clause - "Temporary Use of Land")
No. 114	8th August 1996	Cl.7(1) (def. of "the map")
No. 115	14th November 1997	Cl. 2(2)(j1) Cl. 7(1) (def. of "the map") Cl. 10 (new zone - 3(d) Mixed Use Development Cl. 30 Sch. 3
No. 116	15th August 1997	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2 Cl. 32 Sch. 4
No.118	16th December 1996	Cl.7(1) (def. of "the map") Sch.2
No.119	1st February 1997	Sch.4
No. 120	11th August 1997	Sch.4
No.121	16th February 1997	Sch.2
No.123	28th April 1997	Cl.7(1)(def. of "the map")
No.125	11 June 1997	Cl.7(1)(def. of "the map")
No.126	13th August 1997	Cl.7(1)(def. of "the map")
No. 128	26th February 1999	Cl. 7(1) (def. of "the map") Cl. 32 Sch. 4
No. 129	22nd January 1999	Cl. 24 Sch. 2
No. 130	14th May 1999	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 131	20th March 1998	Cl. 7(1) (def. of "brothel") Cl. 10 (Col. IV to Zones 1(a), 1(b), 1(c), 2(a), 2(b), 2(c), 3(a)) Cl. 24 Sch. 2
No. 133	19th December 1997	Cl. 7(1) (def. of "the map") Cl. 24 Sch. 2
No. 134	29th May 1998	Cl. 7(1) (def. of "the map")
No. 136	1st May 1998	Cl. 7(1) (def. of "the map")
No. 137	16th March 2001	Cl. 7(1) (def. of "the map")
No. 139	16th October 1998	Cl. 7(1) (def. of "the map")
No. 140	25th September 1998	Cl. 7(1) (def. of "the map") Cl. 30(A) Sch. 5
No. 141	16th October 1998	Cl. 7(1) (def. of "the map") Cl. 32 Sch. 4
No. 142	4th September 1998	Cl. 32 Sch. 4
No. 144	12th March 1999	Cl. 7(1) (def. of "the map")
No. 146	8th October 1999	Cl. 7(1) (def. of "the map") Cl. 30(A) Sch. 5

No. 147	23rd July 1999	Cl. 7(1) (def. of "the map") Cl. 30 Sch. 3
No. 148	11th December 1998	Cl. 7(1) (def. of "the map")
No. 149	24th December 1998	Cl. 7(1) (def. of "the map")
No. 150	7th May 1999	Cl. 7(1) (def. of "the map") Cl. 30(A) Sch. 5
No. 151	19th February 1999	Cl. 7(1) (def. of "the map")
No. 152	30th July 1999	Cl. 7(1) (def. of "the map") Cl. 33A Cl. 30(A) Sch. 5
No. 153	10th December 1999	Cl. 6 Cl. 10 Part 11A - Exempt and Complying Development
No. 154	15th September 2000	Cl. 32 Sch. 4
No. 155	15th September 2000	Cl. 7(1) (def. of "the map") Cl. 32 Sch. 4
No. 156	11th February 2000	Cl. 7(1) (def. of "the map")
No. 157	7th January 2000	Cl. 7(1) (def. of "the map")
No. 159	15th September 2000	Cl. 7(1) (def. of "the map") Cl. 32 Sch. 4
No. 160	25th August 2000	Cl. 7(1) (def. of "telecommunications facilities") Cl. 10
No. 161	7th April 2000	Cl. 7(1) (def. of "the map")
No. 163	10th November 2000	Cl. 7(1) (def. of "the map") Cl. 32 Cl. 32 Sch. 4
No. 164	18th August 2000	Cl. 24 Sch. 2
No. 165	20th October 2000	Cl. 24 Sch. 2
No. 166	27th October 2000	Cl. 15(4)

# Environmental Planning and Assessment Model Provisions 1980

## Table of Amendments

Environmental Planning and Assessment Model Provisions 1980 published by Gaz. 139 of 26 September 1980, as amended by:

No. of Gazette	Date of Gazette	Date of Commencement
141	11 October 1985	11 October 1985
44	6 March 1987	27 February 1987
20	1 February 1991	1 February 1991
87	10 July 1992	10 July 1992
89	13 August 1993	13 August 1993
167	9 December 1994	16 December 1994

## PART II - DEFINITIONS

4 (1) Except in so far as the context or subject-matter of the local environmental plan otherwise indicates or requires—

"advertising structure" has the meaning ascribed to it in Ordinance No.55 under the Local Government Act, 1919, but does not include "temporary advertising structure" or "advertising structure for the purpose only of displaying a commercial sign" within the meaning of that Ordinance;

"advertisement" has the meaning ascribed to it in section 510 of the Local Government Act, 1919;

"agriculture" has the meaning ascribed to it in section 514A of the Local Government Act, 1919;

"airline terminal" means a building or place used for the assembly of passengers and goods prior to the transport of those passengers and goods either to or from an airport or an aerodrome;

"arterial road" means any existing road indicated on the map by a continuous red band on white between firm black lines;

"boarding-house" includes a house let in lodgings or a hostel but does not include a motel;

"bulk store" means a building or place used for the bulk storage of goods, where the goods stored or to be stored are not required for use in a shop or commercial premises on the same parcel of land or on adjoining land in the same ownership;

"bus depot" means a building or place used for the servicing, repair and garaging of buses and other vehicles used for the purposes of a bus transport undertaking;

"bus station" means a building or place used as a terminal for the assembly and dispersal of passengers travelling by bus;

"car repair station" means a building or place used for the purpose of carrying out repairs to motor vehicles or agricultural machinery not being—

- (a) bodybuilding;
- (b) panel beating which involves dismantling; or
- (c) spray painting other than of a touching-up character;

"child care centre" means a building or place which is used (whether or not for profit) for the purpose of educating, minding or caring for children (whether or not any of the children are related to the owner or operator), but only if the following conditions are satisfied:

- (a) the children number 6 or more, are under 6 years of age, and do not attend a government school, or a registered non-government school, within the meaning of the Education Reform Act 1990; and
- (b) the building or place does not provide residential care for any of the children (other than those related to the owner or operator);

"club" means a building used by persons associated, or by a body incorporated, for social, literary, political, sporting, athletic or other lawful purposes whether of the same or a different kind and whether or not the whole or a part of such building is the premises of a club registered under the Registered Clubs Act, 1975;

"commercial premises" means a building or place used as an office or for other business or commercial purposes, but does not include a building or place elsewhere specifically defined in this clause or a building or place used for a purpose elsewhere specifically defined in this clause;

"Department" means the Department of Environment and Planning constituted under the Environmental Planning and Assessment Act, 1979;

"development" has the meaning ascribed to it in section 4 of the Act;

"dwelling" means a room or suite or rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile;

"educational establishment" means a building used as a school, college, technical college, academy, lecture hall, gallery or museum, but does not include a building used wholly or principally as an institution or child care centre;

"extractive industry" means—

- (a) the winning of extractive material; or
- (b) an undertaking, not being a mine, which depends for its operations on the winning of extractive material from the land upon which it is carried on, and includes any washing, crushing, grinding, milling or separating into different sizes of that extractive material on that land;

[def am Gaz 89 of 13 August 1993]

"extractive material" means sand, gravel, clay, turf, soil, rock, stone or similar substances;

"floor" means that space within a building which is situated between one floor level and the floor level next above or if there is no floor above, the ceiling or roof above;

"forestry" includes arboriculture, silviculture, forest protection, the cutting, dressing and preparation, other than in a sawmill, of wood and other forest products and the establishment of roads required for the removal of wood and forest products and for forest protection;

"general store" means a shop used for the sale by retail of general merchandise and which may include the facilities of a post office;

"generating works" means a building or place used for the purpose of making or generating gas, electricity or other forms of energy;

"gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level excluding—

- (i) columns, fin walls, sun control devices and any elements, projections or works outside the general lines of the outer face of the external wall;

- (ii) lift towers, cooling towers, machinery and plant rooms and ancillary storage space and verticle air-conditioning ducts;
- (iii) car-parking needed to meet any requirements of the council and any internal access thereto;
- (iv) space for the loading and unloading of goods.

"health care professional" means a person who provides professional health services to members of the public, and includes:

- (a) a podiatrist registered under the Podiatrists Registration Act 1989; and
- (b) a chiropractor or osteopath or chiropractor and osteopath registered under the Chiropractors and Osteopaths Act 1991; and
- (c) a physiotherapist registered under the Physiotherapists Registration Act 1945; and
- (d) an optometrist registered under the Optometrists Act 1930.

"helipad" means an area or place not open to the public use which is authorised by the Department of Transport and which is set apart for the taking off and landing of helicopters.

"heliport" means an area or place open to public use which is licensed by the Department of Transport for use by helicopters and includes terminal buildings and facilities for the parking, servicing and repair of helicopters.

"home industry" means an industry carried on in a building (other than a dwelling-house or a dwelling in a residential flat building) under the following circumstances:

- (a) the building does not occupy a floor space exceeding 50 square metres and is erected within the curtilage of the dwelling-house or residential flat building occupied by the person carrying on the industry or on adjoining land owned by that person; and
- (b) the industry does not—
  - (i) interfere with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products or grit, oil or otherwise;
  - (ii) involve exposure to view from any adjacent premises or from any public place of any unsightly matter; or
  - (iii) require the provision of any essential service main of a greater capacity than that available in the locality;

"home occupation" means an occupation carried on in a dwelling-house or in a dwelling in a residential flat building by the permanent residents of the dwelling-house or dwelling which does not involve—

- (a) the registration of the building under the Factories, Shops and Industries Act, 1962;
- (b) the employment of persons other than those residents;
- (c) interference with the amenity of the neighbourhood by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products or grit, oil or otherwise;
- (d) the display of goods, whether in a window or otherwise;
- (e) the exhibition of any notice, advertisement or sign (other than a notice, advertisement or sign exhibited on that dwelling house or dwelling to indicate the name and occupation of the resident); or

- (f) the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail;

"hospital" means a building or place (other than an institution) used for the purpose of providing professional health care services (such as preventative or convalescent care, diagnosis, medical or surgical treatment, care for people with developmental disabilities, psychiatric care or counselling and services provided by health care professionals) to people admitted as in-patients (whether or not out-patients are also cared for or treated there), and includes:

- (a) ancillary facilities for the accommodation of nurses or other health care workers, ancillary shops or refreshment rooms and ancillary accommodation for persons receiving health care or for their visitors; and
- (b) facilities situated in the building or at the place and used for educational or research purposes, whether or not they are used only by hospital staff or health care workers, and whether or not any such use is a commercial use;

"hotel" means the premises to which a hotelier's licence granted under the Liquor Act 1982 relates;

"industry" means:

- (a) any manufacturing process within the meaning of the Factories, Shops and Industries Act 1962; or
- (b) the breaking up or dismantling of any goods or any article for trade or sale or gain or as ancillary to any business;

but does not include an extractive industry  
[def subst Gaz 89 of 13 August 1993]

"institution" means a penal or reformatory establishment.

"junk yard" means land used for the collection, storage, abandonment or sale of scrap metals, waste paper, rags, bottles or other scrap materials or goods used for the collecting, dismantling, storage, salvaging or abandonment of automobiles or other vehicles or machinery or for the sale of parts thereof;

"light industry" means an industry, not being an offensive or hazardous industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity or the neighbourhood by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise;

"liquid fuel depot" means a depot or place used for the bulk storage for wholesale distribution of petrol, oil, petroleum or other inflammable liquid;

"main road" means a main road within the meaning of the Main Roads Act, 1924;

"major road frontage" in relation to land, means the frontage of that land to—

- (a) a main or arterial road; or
- (b) a road connecting with a main or arterial road, if the whole or any part of the frontage is within 90 metres (measured along the road alignment of the connecting road) of the alignment of the main or arterial road;

"map" means the map which supports the local environmental plan;

"mine" means any place, open cut, shaft, tunnel, pit, drive, level or other excavation, drift, gutter, lead, vein, lode or reef whereon, wherein or whereby any operation is carried on for or in connection with the purpose of obtaining any metal or mineral by any mode or method and any place on which any product of the mine is stacked, stored, crushed or otherwise treated, but does not include a quarry.

"mineral sand mine" means a mine for or in connection with the purpose of obtaining ilmenite, monazite, rutile, zircon or similar minerals.

"motel" means a building or buildings (other than a hotel, boarding-house or residential flat building) substantially used for the overnight accommodation of travellers and the vehicles used by them whether or not the building or buildings are also used in the provision of meals to those travellers or the general public;

"motor showroom" means a building or place used for the display or sale of motor vehicle, caravans or boats, whether or not motor vehicle accessories, caravan accessories or boat accessories are sold or displayed therein or thereon;

"offensive or hazardous industry" means an industry which, by reason of the processes involved or the method of manufacture or the nature of the materials used or produced, requires isolation from other buildings;

"parking space" includes any garage or court available for use by vehicles;

"place of assembly" means a public hall, theatre, cinema, music hall, concert hall, dance hall, open-air theatre, drive-in theatre, music bowl or any other building of a like character used as such and whether used for the purposes of gain or not, but does not include a place of public worship, an institution or an educational establishment;

"place of public worship" means a church, chapel or other place of public worship or religious instruction or place used for the purpose of religious training;

"professional consulting rooms" means a room or a number of rooms forming either the whole of or part of, attached to or within the curtilage of a dwelling-house and used by not more than three legally qualified medical practitioners or by not more than three dentists within the meaning of the Dentists Act, 1934, or by not more than three health care professionals, who practise therein the profession of medicine, dentistry or health care respectively, and if more than one, practise in partnership, and who employ not more than three employees in connection with that practice;

"public building" means a building used as offices or for administrative or other like purposes by the Crown, a statutory body, a council or an organisation established for public purposes;

"public utility undertaking" means any of the following undertakings carried on or permitted or suffered to be carried on by or by authority of any Government Department or under the authority of or in pursuance of any Commonwealth or State Act:

- (a) railway, road transport, water transport, air transport, wharf or river undertakings;
- (b) undertakings for the supply of water, hydraulic power, electricity or gas or the provision of sewerage or drainage services;

and a reference to a person carrying on a public utility undertaking shall be construed as including a reference to a council, county council, Government Department, corporation, firm or authority carrying on the undertaking;

"recreation establishment" means health farms, religious retreat houses, rest homes, youth camps and the like but does not include a building or place elsewhere specifically defined in this clause or a building or place used or intended for use for a purpose elsewhere specifically defined in this clause;

"recreation facility" means a building or place used for indoor recreation, a billiard saloon, table tennis centre, squash court, swimming pool, gymnasium, health studio, bowling alley, fun parlour or any other building of a like character used for recreation and whether used for the purpose of gain or not, but does not include a place of assembly;

"refreshment room" means a restaurant, cafe, tea-room, eating house or the like;

"residential flat building" means a building containing 2 or more dwellings;

"retail plant nursery" means a building or place used for both the growing and retail selling of plants, whether or not ancillary products are sold therein;

"road transport terminal" means a building or place used for the principal purpose of the bulk handling of goods for transport by road, including facilities for the loading and unloading of vehicles used to transport those goods and for the parking, servicing and repair of those vehicles;

"roadside stall" means a building or place not exceeding 20 square metres in floor space or area respectively where only primary products produced on the property on which the building or place is situated are exposed or offered for sale or sold by retail;

"rural industry" means handling, treating, processing or packing of primary products and includes the servicing in a workshop of plant or equipment used for rural purposes in the locality;

"rural worker's dwelling" means a dwelling which is on land upon which there is already erected a dwelling and which is occupied by persons engaged in rural occupation on that land;

"sawmill" means a mill handling, cutting and processing timber from logs or baulks;

"service station" means a building or place used for the fuelling of motor vehicles involving the sale by retail of petrol, oil and other petroleum products whether or not the building or place is also used for any one or more of the following purposes:

- (a) the sale by retail of spare parts and accessories for motor vehicles;
- (b) washing and greasing of motor vehicles;
- (c) installation of accessories;
- (d) repairing and servicing of motor vehicles involving the use of hand tools (other than repairing and servicing which involves top overhaul of motors, body building, panel beating, spray painting, or suspension, transmission or chassis restoration);

"shop" means a building or place used for the purposes of selling, exposing or offering for sale by retail, goods, merchandise or materials, but does not include a building or place elsewhere specifically defined in this clause, or a building or place used for a purpose elsewhere specifically defined in this clause;

"site area" means the area of land to which an application for consent under the Act relates, excluding therefrom any land upon which the development to which the application relates is not permitted by or under the local environmental plan;

"stock and sale yard" means a building or place used for the purpose of offering animals for sale and includes a public cattle market;

"tavern"

[def rep Gaz 87 of 10 July 1992]

"the Act" means the Environmental Planning and Assessment Act, 1979;

"tourist facilities" means an establishment providing for holiday accommodation or recreation and may include a boat shed, boat landing facilities, camping ground, caravan park, holiday cabins, hotel, house boat, marina, motel, playground, refreshment room, water sport facilities or a club used in conjunction with any such activities;

"transport terminal" means a building or place used as an airline terminal, a road transport terminal, a bus station or a bus depot;

"units for aged persons" means a residential flat building used to house aged persons as defined in the Aged or Disabled Persons Homes Act 1954, as amended, of the Parliament of the Commonwealth, erected or to be erected by an eligible organisation as defined in that Act, the Housing Commission of New South Wales or any other Department or instrumentality of the Crown;

"utility installation" means a building or work used by a public utility undertaking, but does not include a building designed wholly or principally as administrative or business premises or as a showroom;

"warehouse" means a building or place used for the storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade;

[cl 4 am Gaz 20 of 1 February 1991; Gaz 87 of 10 July 1992]

- (2) A reference in this clause to a building or place used for a purpose includes a reference to a building or place intended to be used for the purpose.
- (3) The substitution or amendment of a definition in this clause does not have the effect of prohibiting the carrying out of development that was being lawfully carried out immediately before the definition was substituted or amended.

[subcl (3) Insert Gaz 87 of 10 July 1992]



**LAKE MACQUARIE**  
Local Environmental Plan, 2004

**As at 27 July 2007**

## Lake Macquarie Local Environmental Plan 2004

[2004-116]

### Status Information

#### Currency of version

This is the latest version of this legislation.  
Legislation on this site is usually updated within 3 working days after a change to the legislation.  
This version was last updated on 27 July 2007.  
This version relates to the period commencing on 27 July 2007 to date.

#### Act under which legislation made

This legislation was made under the Environmental Planning and Assessment Act 1979

#### Date made

19 March 2004

#### Provisions in force

The provisions displayed in this version of the legislation have all commenced. See Historical notes

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Historical notes



New South Wales

## Part 1 Preliminary

### 1 Name of plan

This plan is *Lake Macquarie Local Environmental Plan 2004*.

### 2 Land to which plan applies

- (1) This plan applies to all land within the local government area of Lake Macquarie City, except as provided by subclause (2).
- (2) This plan does not apply to land to which *Lake Macquarie Local Environmental Plan 2000—North Wallarah Peninsula* applies or to any land shown as "Deferred" on the map.

### 3 Objective of plan

The objective of this plan is to achieve development of land to which this plan applies that is in accordance with the principles of ecologically sustainable development by:

- (a) promoting balanced development of that land, and

- (b) implementing the *Lifestyle 2020 Strategy* adopted by the Council on 27 March 2000.

### 4 Consent authority

The Council is the consent authority for the purposes of this plan, subject to the Act.

### 5 Relationship to other environmental planning instruments

- (1) All local environmental plans (including *Lake Macquarie Local Environmental Plan 1984*) that applied to land to which this plan applies immediately before the appointed day are repealed.
- (2) This plan amends *State Environmental Planning Policy No 4—Development Without Consent and Miscellaneous Exempt and Complying Development* by inserting the following words in alphabetical order in Schedule 2 (Land excepted from clauses 6–10):

Lake Macquarie City local government area

- (3) The *Hunter Regional Environmental Plan 1989 (Heritage)* does not apply to land to which this plan applies.

### 6 Use of explanatory notes

Explanatory notes in this plan, including any notes within boxes, do not form part of this plan and are provided to assist understanding.

### 7 Definitions

- (1) Words defined in the Dictionary at the end of this plan have the meanings set out in the Dictionary.
- (2) In this plan, a reference to:
  - (a) a map, is a reference to a map held at the office of the Council, and
  - (b) land within a zone, is a reference to land shown on the map as being within that zone.

### 8 Exempt development

Development meeting the criteria for exempt development in Schedule 1, being development of minimal environmental impact, is exempt development for the purposes of the Act.

### 9 Complying development

Local development that complies with the standards and any other requirements specified for the development in *Lake Macquarie Development Control Plan No 2—Complying Development*, as approved by the Council on 22 March 2004, is complying development for the purposes of the Act.

### 10 Development by public authorities

Despite other provisions of this plan, the following are allowed on land to which this plan applies without consent:

- (a) the use of existing buildings of the Crown by the Crown, and
- (b) activities specified in Schedule 10.

#### 11 Determination of pending development applications

- (1) Any development application lodged but not finally determined prior to the commencement of this plan is to be determined as if this plan had been exhibited under the Act but had not been made.
- (2) Development control plans as in force immediately before the commencement of this plan are to be taken into consideration by the consent authority in determining any such development application.

### Part 2 Lifestyle 2020 Strategy—vision, values and aims

#### 12 Vision

The vision for land to which this plan applies is described in the *Lifestyle 2020 Strategy*, which is available from the office of the Council.

#### 13 Values

The 4 core values of that strategy are sustainability, equity, efficiency and liveability.

#### 14 Aims

The aims of the *Lifestyle 2020 Strategy* are to:

- (a) provide the community with realistic expectations about the future development patterns for land in Lake Macquarie City, while retaining flexibility for land use decision making in the longer term, and
- (b) reinforce and strengthen centres so that a wide range of commercial and community services may be provided in a timely and accessible manner, and
- (c) provide local employment opportunities for residents and promote economic development consistent with the City's natural, locational and community resources, and
- (d) guide the development of urban communities that are compact, distinct and diverse and include a range of housing types and activities, and
- (e) achieve a strong sense of positive community identity, through the development of local communities that are safe and liveable and offer a diversity of uses, economic opportunities and ready access to services, and
- (f) develop an attractive urban setting for the City which reflects its physical and natural environment, and visual character, and
- (g) manage the City's natural environment so that its ecological functions and biological diversity are conserved and enhanced, and contribute to the City's overall well being, and

- (h) manage the City's heritage and economic resources in a way that protects the value of these resources and enhances the City's character, and
- (i) integrate land use with the efficient provision of public and private movement systems.

### Part 3 General controls for land within zones

#### 15 General controls for land within zones

Except as provided otherwise by this plan, the following Table shows for land within each zone:

- (a) the development that may be carried out in the zone without development consent under the heading "Without development consent", and
- (b) the development that may be carried out in the zone only with development consent under the heading "Only with development consent", and
- (c) the development that is prohibited in the zone under the heading "Prohibited".

#### Land use table

##### Zone 1 (1) Rural (Production) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide for economic and employment-generating agricultural activities, and
- (b) provide for a range of compatible land uses that maintain and enhance the rural environment of the locality, and
- (c) ensure development is carried out in a manner that improves the quality of the environment, including quality of design, and is within the servicing capacity of the locality, and
- (d) encourage development and management practices that are sustainable, and
- (e) encourage the development of good quality agricultural land for agriculture (other than intensive agriculture) to the greatest extent possible, and
- (f) encourage the development of low quality agricultural land for intensive agriculture, and
- (g) provide for sustainable forestry practices, and
- (h) avoid land use conflict by restricting or prohibiting development that has the potential to negatively affect the sustainability of existing agriculture, and
- (i) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

Development for the purpose of agriculture (other than intensive agriculture).

### 3 Only with development consent

Development for the purpose of:

airline terminals  
airports  
animal establishments  
aquaculture  
bed and breakfast establishments  
bulk stores  
cemeteries and crematoriums  
drainage  
dual occupancies—attached  
dwelling houses  
earthworks  
eco-tourism facilities  
educational establishments  
emergency services facilities  
energy generation works  
environmental facilities  
extractive industries  
forestry  
helipads  
heliports  
home businesses  
home industries  
intensive agriculture  
mines  
retail plant nurseries  
roads

roadside stalls  
rural industries  
sawmills  
signs  
stormwater management facilities  
sustainable generating works  
telecommunications facilities  
transport terminals  
utility installations  
veterinary hospitals  
wholesale plant nurseries

### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 1 (2) Rural (Living) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide for the enjoyment of a rural lifestyle and the operation of small-scale rural and tourism activities, and
- (b) provide for a range of compatible land uses that maintain the rural environment, and
- (c) ensure development is carried out in a manner that improves the quality of the environment, and is within the servicing capacity of the area, and
- (d) retain and enhance the rural character of land, and
- (e) allow for the appropriate development of land presently within this zone so as to limit the need to rezone any more land to this zone, and
- (f) avoid land use conflict by restricting or prohibiting development that has the potential to negatively affect the sustainability of existing agriculture, and
- (g) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

**Development for the purpose of:**

agriculture (other than intensive agriculture)  
 bed and breakfast establishments  
 drainage  
 dual occupancies—attached  
 dwelling houses  
 earthworks  
 eco-tourism facilities  
 educational establishments  
 emergency services facilities  
 environmental facilities  
 home businesses  
 home industries  
 retail plant nurseries  
 roads  
 roadside stalls  
 signs  
 stormwater management facilities  
 telecommunications facilities  
 utility installations  
 wholesale plant nurseries

**4 Prohibited**

Development not listed in item 2 or 3.

**Zone 2 (1) Residential Zone****1 Objectives of zone**

The objectives of this zone are to:

- (a) permit development of neighbourhoods of low-density housing, and
- (b) provide for general stores, community service activities or development that includes home businesses whilst maintaining and enhancing the residential amenity of the surrounding area, and

- (c) ensure that housing development respects the character of surrounding development and is of good quality design, and
- (d) provide for sustainable water cycle management.

**2 Without development consent**

Exempt development as provided in Schedule 1.

**3 Only with development consent****Development for the purpose of:**

bed and breakfast establishments  
 boarding houses  
 child care centres  
 community facilities  
 drainage  
 dual occupancies—attached  
 dual occupancies—detached  
 dwelling houses  
 dwelling houses—exhibition  
 earthworks  
 educational establishments  
 emergency services facilities  
 environmental facilities  
 general stores  
 group homes  
 home businesses  
 home industries  
 places of public worship  
 professional consulting rooms  
 roads  
 signs  
 small lot housing  
 sporting facilities

stormwater management facilities  
 telecommunications facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 2 (2) Residential (Urban Living) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide for medium and high density housing, and
- (b) encourage development of good quality design within the zone, and
- (c) provide an environment where people can live and work in home businesses and professional services whilst maintaining the residential amenity of the surrounding area, and
- (d) provide residents with good access to a range of urban services and facilities, and
- (e) encourage amalgamation of existing lots to facilitate well designed medium and high density development, and
- (f) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

bed and breakfast establishments  
 boarding houses  
 child care centres  
 clubs  
 community facilities  
 drainage  
 dwelling houses  
 earthworks  
 educational establishments

environmental facilities  
 general stores  
 group homes  
 home businesses  
 home industries  
 motels  
 multiple dwelling housing  
 places of public worship  
 professional consulting rooms  
 residential flat buildings  
 roads  
 signs  
 small lot housing  
 sporting facilities  
 stormwater management facilities  
 telecommunications facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 3 (1) Urban Centre (Core) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for commercial, retail, recreational and housing uses in a central location, and
- (b) generate viable employment and economic activity, and
- (c) create urban centres for safe and vibrant social, cultural and community activity, and
- (d) create public spaces that are accessible, welcome all people and are a central focus for the community, and
- (e) provide for sustainable water cycle management.

## 2 Without development consent

Exempt development as provided in Schedule 1.

## 3 Only with development consent

Development for the purpose of:

- brothels
- bus stations
- car parking facilities
- car repair stations"
- child care centres
- clubs
- commercial premises
- community facilities
- drainage
- earthworks
- educational establishments
- emergency services facilities
- entertainment facilities
- environmental facilities
- helipads
- home businesses
- hotels
- large-scale commercial premises
- medical centres
- mixed use development
- motels
- motor showrooms
- places of public worship
- recreation facilities
- restaurants

- restricted premises
- roads
- service stations
- shops
- signs
- sporting facilities
- stormwater management facilities
- telecommunications facilities
- utility installations
- veterinary hospitals

## 4 Prohibited

Development not listed in item 2 or 3.

## Zone 3 (2) Urban Centre (Support) Zone

### 1 Objectives of zone.

The objectives of this zone are to:

- (a) provide land for development that supports the viability of Urban Centre (Core) zoned land, and
- (b) encourage good quality design within the zone, and
- (c) provide land for mixed use development comprising residential uses in combination with commercial and retail uses, professional services and home based businesses, and
- (d) provide for sustainable water cycle management.

### 2 Without development consent

Exempt development as provided in Schedule 1.

### 3 Only with development consent

Development for the purpose of:

- bulky goods showrooms
- bus stations
- car parking facilities
- car repair stations

child care centres  
 clubs  
 commercial premises  
 community facilities  
 drainage  
 earthworks  
 educational establishments  
 emergency services facilities  
 environmental facilities  
 general stores  
 home businesses  
 home industries  
 hospitals  
 hotels  
 large-scale commercial premises  
 marinas  
 medical centres  
 mixed use development  
 motels  
 motor showrooms  
 places of public worship  
 recreation facilities  
 restaurants  
 roads  
 service stations  
 signs  
 sporting facilities  
 stormwater management facilities  
 telecommunications facilities

utility installations  
 veterinary hospitals

#### 4 Prohibited

Development not listed in item 2 or 3.

#### Zone 4 (1) Industrial (Core) Zone

##### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for a wide range of employment-generating industries, including manufacturing, processing, assembly, storage and distribution uses, and
- (b) provide land for a range of industrial uses that, because of their nature, require large areas of land or separation from more intensive forms of employment generating industries, and
- (c) ensure that industries are designed and located so as not to cause unacceptable environmental harm or adversely affect the amenity of the environment, including residential neighbourhoods, and
- (d) provide for sustainable water cycle management.

##### 2 Without development consent

Exempt development as provided in Schedule 1.

##### 3 Only with development consent

Development for the purpose of:

aquaculture  
 brothels  
 bulk stores  
 bus stations  
 car parking facilities  
 car repair stations  
 child care centres  
 depots  
 drainage  
 earthworks  
 emergency services facilities

energy generation works  
 environmental facilities  
 extractive industries  
 general stores  
 hazardous industries  
 hazardous storage establishments  
 helipads  
 high technology industries  
 industries  
 junk yards  
 light industries  
 liquid fuel depots  
 mines  
 offensive industries  
 offensive storage establishments  
 rail lines  
 roads  
 service stations  
 signs  
 storage facilities  
 stormwater management facilities  
 sustainable generating works  
 telecommunications facilities  
 transport terminals  
 utility installations  
 warehouses  
 waste management and/or recycling facilities

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 4 (2) Industrial (General) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for light industries that can service surrounding community needs and provide local employment opportunities, and
- (b) enable ancillary retail/commercial uses, in conjunction with an approved development, providing it will not undermine the retail function and general amenity of existing and future urban centres, and
- (c) ensure that development is well designed, has minimal adverse impact on the environment and integrates with the urban environment, and
- (d) provide opportunities for high technology industries, scientific research and development, or similar activities, and
- (e) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

animal establishments  
 aquaculture  
 brothels  
 building products warehouses and showrooms  
 bulk stores  
 bus stations  
 car parking facilities  
 car repair stations  
 child care centres  
 depots  
 drainage  
 earthworks  
 emergency services facilities  
 entertainment facilities  
 environmental facilities

general stores  
 high technology industries  
 industries  
 junk yards  
 light industries  
 motor showrooms  
 places of public worship  
 recreation facilities  
 retail plant nurseries  
 roads  
 service stations  
 signs  
 sporting facilities  
 storage facilities  
 stormwater management facilities  
 telecommunications facilities  
 transport terminals  
 utility installations  
 veterinary hospitals  
 warehouses  
 wholesale plant nurseries

#### 4 Prohibited

Development not listed in item 2 or 3.

#### Zone 4 (3) Industrial (Urban Services) Zone

##### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for light industries that can service surrounding community needs and provide local employment opportunities, and
- (b) provide land for the wholesale or retail sale of bulky goods, and

- (b1) provide land for research and development, and for applied technology, that can service surrounding community needs and provide employment opportunities, and
- (c) support the role of existing and future urban centres while not undermining the retail and commercial functions and general amenity of these centres, and
- (d) ensure that development is well designed, has minimal adverse impact on the environment and integrates with the urban environment, and
- (e) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

animal establishments  
 brothels  
 building products warehouses and showrooms  
 bulky goods showrooms  
 bus stations  
 car parking facilities  
 car repair stations  
 child care centres  
 drainage  
 earthworks  
 emergency services facilities  
 environmental facilities  
 general stores  
 large-scale commercial premises  
 light industries  
 medical centres  
 motor showrooms  
 places of public worship  
 recreation facilities

restaurants  
 retail plant nurseries  
 roads  
 service stations  
 signs  
 sporting facilities  
 storage facilities  
 stormwater management facilities  
 telecommunications facilities  
 transport terminals  
 utility installations  
 veterinary hospitals  
 warehouses  
 wholesale plant nurseries

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 5 Infrastructure Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for future infrastructure needs such as roads, drainage and other utilities, and
- (b) provide land required for the expansion of existing community facilities or the development of new community facilities, and
- (c) provide for limited development within the zone where it can be demonstrated that the development will not prejudice or have the potential to prejudice the intended future infrastructure development of that land, and
- (d) ensure that development on adjacent or adjoining land zoned infrastructure does not prejudice future infrastructure development within that zone, and
- (e) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

### 3 Only with development consent

Development for the purpose of:

agriculture (other than intensive agriculture)  
 airline terminals  
 airports  
 bus stations  
 car parking facilities  
 cemeteries and crematoriums  
 child care centres  
 community facilities  
 drainage  
 earthworks  
 educational establishments  
 emergency services facilities  
 energy generation works  
 entertainment facilities  
 environmental facilities  
 helipads  
 heliports  
 hospitals  
 medical centres  
 motels  
 places of public worship  
 rail lines  
 restaurants  
 roads  
 signs  
 stormwater management facilities  
 telecommunications facilities

transport terminals  
 utility installations  
 veterinary hospitals

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 6 (1) Open Space Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide community owned land or land intended to be owned by the community (shown with crosshatching on the map) that is suitable for the passive and active recreation needs of the community, and
- (b) provide for a variety of facilities necessary to support use of this land including barbeque facilities, toilet facilities, sports administration and changing rooms, clubhouses, cycle ways, seating, lighting and the like, and
- (c) facilitate preservation of the environmental qualities of land identified in this plan for public ownership, and
- (d) provide for the use of public land leased from the Council where community benefit can be established and the use of the land is appropriate for its location, and
- (e) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

animal establishments  
 car parking facilities  
 caravan parks  
 cemeteries and crematoriums  
 child care centres  
 clubs  
 community facilities  
 drainage

earthworks  
 educational establishments  
 emergency services facilities  
 entertainment facilities  
 environmental facilities  
 helipads  
 marinas  
 places of public worship  
 recreation facilities  
 restaurants  
 roads  
 signs  
 sporting facilities  
 stormwater management facilities  
 telecommunications facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 6 (2) Tourism and Recreation Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land primarily for commercial recreation and tourist uses, and
- (b) encourage good quality design within the zone, and
- (c) provide land for good quality tourist development, and
- (d) provide land for function and entertainment centres, and
- (e) encourage tourism development that is sensitively designed to complement its location and minimise any adverse impacts on the environment, and
- (f) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

### 3 Only with development consent

Development for the purpose of:

- animal establishments
- car parking facilities
- caravan parks
- clubs
- community facilities
- drainage
- earthworks
- eco-tourism facilities
- educational establishments
- emergency services facilities
- entertainment facilities
- environmental facilities
- function centres
- helipads
- hotels
- manufactured home estates
- marinas
- motels
- places of public worship
- recreation facilities
- restaurants
- roads
- signs
- sporting facilities
- stormwater management facilities
- telecommunications facilities

tourist resorts

utility installations

### 4 Prohibited

Development not listed in item 2 or 3.

## Zone 7 (1) Conservation (Primary) Zone

### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide and conserve land having ecological, scientific, geological, educational, faunal, floristic or aesthetic values, and
- (b) preserve and enhance areas of significant vegetation and habitat to promote the regeneration of ecosystems and eradication of invasive species that compete with native flora and fauna, and
- (c) conserve, enhance and manage corridors to facilitate species movement, dispersal and interchange of genetic material, and
- (d) exclude activities which would prejudice the ongoing conservation or rehabilitation of land, and
- (e) encourage activities that meet conservation objectives, and
- (f) protect land within this zone from impacts from development on adjoining zones, and
- (g) provide for sustainable water cycle management.

### 2 Without development consent

Exempt development as provided in Schedule 1.

### 3 Only with development consent

Development for the purpose of:

- bed and breakfast establishments
- drainage
- dwelling houses
- earthworks
- environmental facilities
- home businesses
- home industries
- roads

signs  
stormwater management facilities  
utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 7 (2) Conservation (Secondary) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) protect, conserve and enhance land that is environmentally important, and
- (b) protect, manage and enhance corridors to facilitate species movement, dispersal and interchange of genetic material, and
- (c) enable development where it can be demonstrated that the development will not compromise the ecological, hydrological, scenic or scientific attributes of the land or adjacent land in Zone 7 (1), and
- (d) ensure that development proposals result in rehabilitation and conservation of environmentally important land, and
- (e) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

bed and breakfast establishments  
community facilities  
drainage  
dual occupancies—attached  
dwelling houses  
earthworks  
eco-tourism facilities  
emergency services facilities  
environmental facilities  
home businesses

home industries  
roads  
roadside stalls  
signs  
stormwater management facilities  
telecommunications facilities  
utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 7 (3) Environmental (General) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) maintain and enhance biodiversity, scenic quality and native riparian vegetation and habitat, and
- (b) protect, manage and enhance corridors to facilitate species movement, dispersal and interchange of genetic material, and
- (c) ensure that development and land management practices do not have an adverse effect on water quality, land surface conditions and important ecosystems such as waterbodies, waterways, wetlands and rainforests, and
- (d) protect and enhance natural, rural and heritage landscapes, and
- (e) provide for sustainable water cycle management, and
- (f) encourage rehabilitation and conservation of environmentally important land.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

agriculture (other than intensive agriculture)  
bed and breakfast establishments  
community facilities  
drainage  
dual occupancies—attached

dwelling houses  
 earthworks  
 eco-tourism facilities  
 educational establishments  
 emergency services facilities  
 environmental facilities  
 forestry  
 home businesses  
 home industries  
 places of public worship  
 retail plant nurseries  
 roads  
 roadside stalls  
 signs  
 stormwater management facilities  
 telecommunications facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 7 (4) Environmental (Coastline) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide and conserve an area for natural coastal processes, and
- (b) permit appropriate development where consistent with the Coastal Impact Zone (as identified in the *Lake Macquarie Coastline Management Plan 1999*), and
- (c) conserve and enhance the scenic values and natural, Aboriginal and European heritage associated with the coastline, and
- (d) minimise disturbance of the coastline environment, and
- (e) encourage ongoing dune stabilisation and rehabilitation of native vegetation, and

- (f) ensure that development facilitates public access to the coastline and supports the optimum and efficient development of the coastal walk (as identified in the *Lake Macquarie Coastline Management Plan 1999*), and
- (g) ensure that development is sympathetic in design, bulk and scale with the coastline environment, and
- (h) provide for sustainable water cycle management, and
- (i) protect, enhance and manage corridors to facilitate species movement, and the dispersal and interchange of genetic material.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

#### 3 Only with development consent

Development for the purpose of:

car parking facilities  
 clubs  
 community facilities  
 drainage  
 earthworks  
 emergency services facilities  
 environmental facilities  
 helipads  
 restaurants  
 roads  
 signs  
 sporting facilities  
 stormwater management facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 7 (5) Environmental (Living) Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land with ecological, geological, scientific, scenic and biodiversity values that may accommodate minimal impact, low density residential and agricultural development, and
- (b) manage development to minimise adverse impacts on those values, such as by encouraging appropriate use of disturbed land, and
- (c) protect, enhance and manage corridors to facilitate species movement, dispersal and interchange of genetic material, and
- (d) encourage rehabilitation and conservation of environmentally important land, and
- (e) provide for sustainable water cycle management.

## 2 Without development consent

Exempt development as provided in Schedule 1.

## 3 Only with development consent

Development for the purpose of:

agriculture (other than intensive agriculture)  
 bed and breakfast establishments  
 drainage  
 dual occupancies—attached  
 dwelling houses  
 earthworks  
 eco-tourism facilities  
 educational establishments  
 emergency services facilities  
 environmental facilities  
 home businesses  
 home industries  
 roads  
 roadside stalls  
 signs  
 stormwater management facilities  
 telecommunications facilities

utility installations

## 4 Prohibited

Development not listed in item 2 or 3.

## Zone 8 National Park Zone

### 1 Objectives of zone

The objectives of this zone are to:

- (a) identify land that is reserved or dedicated under the National Parks and Wildlife Act 1974, and
- (b) allow for the management and appropriate use of that land as provided for in the National Parks and Wildlife Act 1974, and
- (c) promote the survival of flora and fauna by conserving viable reserves in large holdings with appropriate connections to other reserves.

### 2 Without development consent

Development for the purpose of land uses authorised by or under the National Parks and Wildlife Act 1974, and any development incidental or ancillary to such land uses.

### 3 Only with development consent

Nil.

## 4 Prohibited

Development not listed in item 2.

## Zone 9 Natural Resources Zone

### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land that has dual values as an economic natural resource and for environmental protection, and
- (b) recognise the dual values of the land and integrate economic use of the land with ecological sustainability, and
- (c) acknowledge the economic value of its natural resources, particularly for extraction of coal, gravel and timber, and
- (d) acknowledge the long term value of the land for the management and maintenance of biodiversity, threatened species habitat, and corridors by minimising the adverse impacts of resource development, and
- (e) rehabilitate disturbed land to a natural state, reflective of its long term value,

and

- (f) minimise earthworks while enabling productive use of the land, and
- (g) permit habitat disturbance to facilitate forestry, surface activities for underground mining and other extraction of mineral and gravel resources and energy generation works, and
- (h) acknowledge the multiple use of State forests for tourism, conservation and sustainable harvesting of timber, and
- (i) provide for sustainable water cycle management.

## 2 Without development consent

Exempt development as provided in Schedule 1.

## 3 Only with development consent

Development for the purpose of:

agriculture (other than intensive agriculture)  
 car parking facilities  
 drainage  
 earthworks  
 emergency services facilities  
 energy generating works  
 environmental facilities  
 extractive industries  
 forestry  
 hazardous industries  
 hazardous storage establishments  
 helipads  
 industries  
 liquid fuel depots  
 mines  
 offensive industries  
 offensive storage establishments  
 rail lines  
 roads

rural industries

sawmills

signs

stormwater management facilities

sustainable generating works

telecommunications facilities

transport terminals

utility installations

waste management and/or recycling facilities

## 4 Prohibited

Development not listed in item 2 or 3.

## Zone 10 Investigation Zone

### 1 Objectives of zone

The objectives of this zone are to:

- (a) provide land for future development and/or conservation, and
- (b) ensure that land in this zone is thoroughly assessed to identify and substantiate future uses, and
- (c) provide for limited development of the land and allow that development only where it can be proven not to prejudice or have the potential to prejudice future protection or use of the land, and
- (d) ensure that land is released in a strategic and efficient manner consistent with the *Lifestyle 2020 Strategy*, and
- (e) require comprehensive local environmental studies to substantiate the capability and suitability of land in this zone proposed for rezoning, and
- (f) provide for sustainable water cycle management.

### 2 Without development consent

Exempt development as provided in Schedule 1.

### 3 Only with development consent

Development for the purpose of:

agriculture (other than intensive agriculture)  
 bed and breakfast establishments

drainage  
 dwelling houses  
 earthworks  
 emergency services facilities  
 environmental facilities  
 home businesses  
 home industries  
 roads  
 roadside stalls  
 signs  
 stormwater management facilities  
 telecommunications facilities  
 utility installations

#### 4 Prohibited

Development not listed in item 2 or 3.

### Zone 11 Lakes and Waterways Zone

#### 1 Objectives of zone

The objectives of this zone are to:

- (a) recognise the importance of Lake Macquarie and its waterways as an environmental asset, not only to Lake Macquarie City, but to the Hunter and Central Coast Regions, and
- (b) ensure that development of the Lake and its waterways occurs in a manner that is consistent with the principles of ecologically sustainable development, and
- (c) ensure development does not adversely affect the ecology, scenic values or navigability of the Lake or its waterways, and
- (d) ensure that aquatic and terrestrial habitats and their interface are protected and enhanced and are not adversely affected by the recreational use of the Lake or its waterways, and
- (e) provide for sustainable and viable economic use of the Lake and its waterways, and
- (f) provide for sustainable water cycle management.

#### 2 Without development consent

Exempt development as provided in Schedule 1.

Development for the purpose of:

aids to navigation required by the Maritime Authority of NSW

moorings, except commercial moorings, if in accordance with a Mooring Management Plan approved by the Maritime Authority of NSW.

#### 3 Only with development consent

Any development not listed in item 2.

#### 4 Prohibited

Nil.

### Part 4 Special provisions applying to all land

#### 16 Development consent—matters for consideration

Consent must not be granted for development unless the consent authority:

- (a) has had regard to the vision, values and aims of the *Lifestyle 2020 Strategy* expressed in Part 2, and
- (b) is satisfied that such of the development as is proposed to be carried out within a zone is consistent with the relevant objectives for the zone, as set out in the Table to clause 15.

#### 17 Provision of essential infrastructure

Consent must not be granted for development on any land to which this plan applies unless the consent authority:

- (a) is satisfied that adequate arrangements have been made for the provision of any infrastructure that is essential for the proposed development, including the following:
  - (i) a supply of water,
  - (ii) provision of energy,
  - (iii) provision of telecommunications,
  - (iv) a system for the disposal and management of sewage, and
- (b) has considered the impacts of the provision of that infrastructure on the land to which the development application relates.

#### 18 Temporary development of land

- (1) Despite any other provision of this plan, a person may carry out development on any land with development consent for any purpose for a maximum period of 28 days in any one year.

- (2) Consent may be granted under this clause only if, in the opinion of the consent authority, the development contributes to the social, environmental and economic well-being of the community.

- (3) To avoid doubt, *State Environmental Planning Policy No 1—Development Standards* does not apply to a requirement made by subclause (1).

## 19 Development for the purpose of a mine

Nothing in this plan prevents a person, with development consent, from carrying out development for the purpose of a mine:

- (a) on any land to which this plan applies, if the mine is underground or on the map of Future Open Cut Mining Potential, if the mine is an open cut mine.

## 20 Suspension of covenants, agreements or instruments

- (1) Any covenant, agreement or similar instrument which affects development allowed by this plan does not apply to the extent necessary to allow the development.
- (2) Nothing in subclause (1) affects the rights or interests of any statutory corporation, public authority or Minister of the Crown under any registered instrument.
- (3) Pursuant to section 28 of the Act, the Governor approved of subclauses (1) and (2) before this plan was made.

## 21 Development the subject of SEPP 1 application

The consent authority, in determining a written objection made pursuant to *State Environmental Planning Policy No 1—Development Standards*, is to consider the underlying objectives of the development standard or other requirement concerned and the following, to the extent that they are relevant to the proposed development:

- (a) neighbourhood and local context,
- (b) topography,
- (c) solar orientation,
- (d) neighbourhood amenity and character,
- (e) privacy,
- (f) overshadowing,
- (g) security, safety and access,
- (h) local infrastructure,
- (i) landscape design,
- (j) waste disposal,

in addition to the matters referred to in that policy.

## Part 5 Special controls for protection of the environment or for particular land

### 22 Foreshore building lines

- (1) The objectives of this clause are:

- (a) preservation and enhancement of the natural features and vegetation near where land meets the high water mark, and
- (b) restoration of the land below any foreshore building line, so far as practicable, to a natural state, with a minimum intrusion of man-made structures, and
- (c) removal of structures and works below any foreshore building line (particularly on redevelopment of land), other than those excepted by clause 23, and
- (d) conservation and enhancement of waterfront structures of heritage value, and
- (e) avoidance of adverse ecological effects on the waterways, and
- (f) enhancement of the visual amenity of Lake Macquarie.

- (2) Clause 7 of the *Environmental Planning and Assessment Model Provisions 1980* is adopted for the purposes of this plan.

Note. Clause 7 of the *Environmental Planning and Assessment Model Provisions 1980* allows the Council to fix a foreshore building line and sets out the effect of such a line.

- (3) *State Environmental Planning Policy No 1—Development Standards* applies to a requirement made by clause 7 of those provisions, when adopted for the purposes of this plan, in the same way as it applies to a development standard.
- (4) The resolution of the Council cited as *Lake Macquarie Foreshore Building Line Resolution* and adopted by the Council on 18 July 1988 (copies of which are available from the office of the Council) is taken to have been made under clause 7 (1) of those provisions, as adopted for the purposes of this plan.
- (5) Any references in that resolution to a *current plan* are taken to be references to a current plan within the meaning of the *Conveyancing Act 1919*.

### 23 Foreshore development and development below DP high water mark

- (1) Foreshore development and development for the purpose of utility installations may be carried out only with development consent between a foreshore building line that is fixed with respect to a DP high water mark and the DP high water mark.
- (2) Development below DP high water mark may be carried out only with development consent which must not be granted unless the consent authority is satisfied:
- (a) that all existing structures and works on the land below DP high water mark will be removed before or within a reasonable time after development is carried out, or
- (b) that it is unreasonable or unnecessary in the circumstances of the case for that removal to occur, having regard to the objectives of clause 22 and the provisions

of any relevant development control plan.

## 24 Subdivision

- (1) Despite any other provision of this plan, subdivision of land, other than that identified in Schedule 1 as exempt development, may be carried out only with development consent.
- (2) Land in any zone may be subdivided only if the consent authority is satisfied:
  - (a) that the resulting lots will conform to the requirements in Schedule 2 (Subdivision standards) applicable to subdivision in that zone, and
  - (b) the resulting lots can be developed in accordance with this plan.
- (3) To avoid doubt, *State Environmental Planning Policy No 1—Development Standards* applies to a requirement referred to in subclause (2) (a) in the same way as it applies to a development standard.
- (4) Consent must not be granted to a subdivision of land in Zone 2 (1) or 2 (2) for the purpose of small lot housing unless consent has been or is also given to the erection on the land of dwellings that will comprise small lot housing.
- (5) Consent must not be granted for a subdivision of land in Zone 2 (1) for the purpose of dual occupancy-attached or dual occupancy-detached unless consent has been or is also granted for the erection on the land of dwellings comprising that form of dual occupancy.
- (6) The subdivision of land in Zone 2 (1) for small lot housing, a dual occupancy-detached or a dual occupancy-attached is prohibited if it would result in the creation of any battle-axe lots.
- (7) The subdivision of land in Zone 2 (2) for small lot housing is prohibited if it would result in the creation of any battle-axe lots.
- (8) The subdivision of land in Zone 10 is prohibited.

## 25 Demolition

Except as provided otherwise by this plan, the demolition of a building or work requires development consent.

## 26 Dwelling houses and dual occupancies in Zone 1 (1), 7 (1), 7 (2), 7 (3) or 10

- (1) This clause applies to land in Zone 1 (1), 7 (1), 7 (2), 7 (3) or 10.
- (2) In this clause:  
*dwelling lot* means:
  - (a) an existing holding, or
  - (b) a lot that complies with such of the requirements set out in Schedule 2 (Subdivision standards) as apply to the land comprising the lot.

*existing holding* means:

- (a) except as provided by paragraph (b), a lot, portion or parcel of land as it was on 21 August 1981, or
- (b) where, on 21 August 1981, a person owned 2 or more adjoining or adjacent lots, portions or parcels of land, the aggregation of those lots, portions or parcels as they were on that date.
- (3) A dwelling must not be erected or created on land to which this clause applies, except in accordance with this clause.
- (4) Consent may be granted for the erection or creation of:
  - (a) a dwelling house or dual occupancy-attached on a dwelling lot in Zone 1 (1), 7 (2) or 7 (3), or
  - (b) a dwelling house on a dwelling lot in Zone 7 (1) or 10.
- (5) Consent must not be granted for the erection or creation of a dwelling house or dual occupancy-attached on a dwelling lot if its erection or creation would mean:
  - (a) if the lot is in Zone 1 (1), 7 (1), 7 (2), 7 (3) or 10—that there is more than one dwelling house on the dwelling lot (counting any dwelling house already on the lot), or
  - (b) if the lot is in Zone 1 (1), 7 (2) or 7 (3)—that there are more than two dwellings on the dwelling lot (counting any dwelling already on the lot).
- (6) Consent must not be granted for the erection or creation of a dual occupancy-attached or dual occupancy-detached on a neighbourhood lot in Zone 7 (3).
- (7) If consent is granted for the erection or creation of a dwelling house or a dual occupancy-attached on land comprising an existing holding, the consent authority may impose a condition of consent that requires the consolidation of all lots, portions or parcels that comprise that existing holding.

## 27 Dwelling houses and dual occupancies in Zone 1 (2), 2 (1), 2 (2) or 7 (5)

- (1) This clause applies to land in Zone 1 (2), 2 (1), 2 (2) or 7 (5).
- (2) In this clause:  
*dwelling lot* means a lot that:
  - (a) was a lawfully created lot at the commencement of this plan, or
  - (b) is a lot lawfully created after that commencement under a development consent granted before or after that commencement, or
  - (c) complies with such of the requirements set out in Schedule 2 (Subdivision standards) as apply to the land comprising the lot.
- (3) A dwelling must not be erected or created on land to which this clause applies, except in accordance with this clause.

## (4) Consent may be granted for the erection or creation of:

- (a) a dwelling house on a dwelling lot in Zone 2 (2), or
- (b) a dwelling house or dual occupancy-attached on a dwelling lot in Zone 1 (2) or 7 (5), or
- (c) a dwelling house, dual occupancy-attached or dual occupancy-detached on a dwelling lot in Zone 2 (1).

## (5) Consent must not be granted for the erection or creation of a dwelling house, dual occupancy-attached or dual occupancy-detached on a dwelling lot if its erection or creation would mean:

- (a) if the lot is in Zone 1 (2), 2 (1), 2 (2) or 7 (5)—that there is more than one dwelling house on the dwelling lot (counting any dwelling house already on the lot), or
- (b) if the lot is in Zone 1 (2), 2 (1) or 7 (5)—that there are more than two dwellings on the dwelling lot (counting any dwelling already on the lot).

## (6) Consent must not be granted for the erection or creation of a dual occupancy-attached or dual occupancy-detached on a neighbourhood lot in Zone 1 (2) or 7 (5).

**28 Dwelling houses on South Wallarah Peninsula in Zone 7 (1)**

Despite any other provision of this plan, a person must not erect a dwelling house on an allotment of land within Zone 7 (1) within the South Wallarah Peninsula, being the land south of the land to which *Lake Macquarie Local Environmental Plan 2000—North Wallarah Peninsula* applies, unless the allotment has an area of not less than 100 hectares.

**29 Building heights**

## (1) (Repealed)

## (2) In considering an application for consent to the erection of a building the whole or part of which exceeds 8 metres, the consent authority must take into consideration whether that height is compatible with the heights of other buildings in the immediate vicinity or locality and is compatible with:

- (a) the site attributes, and existing or proposed uses of the land to which the application relates, and
- (b) the other requirements of this plan and the provisions of any relevant development control plan.

## (3) In the instance of development in proximity to an airport, the heights of buildings must comply with the applicable Obstacle Limitation Surface.

**30 Control of pollution**

Consent must not be granted to development unless the consent authority is satisfied that all reasonable and practicable control measures will be implemented to minimise pollution likely to arise from carrying out that development.

Note. Pollution may be of air, noise or water. Water pollution includes nutrient and sediment loading.

**31 Erosion and sediment control**

## (1) This clause applies to development that involves or that, in the opinion of the consent authority, may give rise to the exposure of the soil surface of land to the action of wind or water, whether as a consequence of:

- (a) the carrying out of earthworks, or
- (b) the destruction or removal of vegetation, or
- (c) the carrying out of any other class of development.

## (2) Consent must not be granted to development to which this clause applies unless:

- (a) the consent authority is satisfied that all reasonable and practicable control measures will be carried out to prevent or minimise the effects of erosion and sediment, and
- (b) where the area of soil surface exposure is greater than 250 square metres, but less than 2,500 square metres, the consent authority has considered an erosion and sediment control plan complying with erosion and sediment control guidelines adopted by the Council, and whether the consent will include a condition requiring the development to be carried out in accordance with that plan, and
- (c) where the area of soil surface exposure is 2,500 square metres or greater, the consent authority has considered a soil and water management plan complying with construction guidelines adopted by the Council, and whether the consent will include a condition requiring the development to be carried out in accordance with that plan.

**32 Flood prone land**

## (1) Despite any other provision of this plan, a person must not erect a structure or carry out a work on flood prone land without development consent.

## (2) Before granting consent required by this clause, the consent authority must:

- (a) consider the contents of any flood management plan or development control plan applying to the land that has been prepared in accordance with the principles contained in the flood management manual, which is available from the office of the Council, and
- (b) be satisfied that to carry out the development in accordance with the consent would be consistent with flood hazard and levels of risk that are acceptable to the community.

## (3) The consent authority may, by a condition of consent to the carrying out of development referred to in subclause (1), require all floors or levels of the structure or work to be at a height sufficient, in the opinion of the consent authority, to prevent or reduce the incidence of flooding of that structure or work, or of adjoining land.

### 33 Bush fire considerations

- (1) This clause applies to bush fire prone land.

**Note.** Section 146 of the Act provides that bush fire prone land is land recorded by the Council as such on a map certified by the Commissioner of the NSW Rural Fire Service as a bush fire prone land map for the area of the Council.

- (2) A person must not carry out bush fire hazard reduction work without development consent unless the person is authorised to carry out the work without consent by or under the Rural Fires Act 1997 or another Act.
- (3) Before granting consent required by this clause, the consent authority must:
- (a) have regard to the relevant provisions of the guidelines provided by the latest edition of the publication *Planning for Bushfire Protection* approved by the Department and the Rural Fire Service and available at the office of the Council, and

**Note.** The latest edition of that publication when this plan commenced was the 2001 edition. The consent authority must also have regard to the relevant provisions of the Rural Fires Act 1997 and the Environmental Planning and Assessment Act 1979.

- (b) be satisfied that:

- (i) the measures proposed to avoid or mitigate the threat from bush fire, including the siting of the proposed development, the design of, and materials used in, any structures involved, the clearing of vegetation, and the provision of asset protection zones, landscaping and fire control aids (such as roads and water supplies), are adequate for the locality, and
- (ii) as far as possible, the potential impact on the environment of mitigation measures proposed is minimised.

### 34 Trees and native vegetation

**Note.** Part 6 contains controls relating to trees that are heritage items or within heritage conservation areas.

- (1) This clause applies to all land except:

- (a) State forest or other Crown-timber lands within the meaning of the Forestry Act 1916, or
- (b) land within Zone 8.

- (2) Except as provided by subclause (3), a person must not clear any tree or any native vegetation unless in accordance with a development consent that is in force.

- (3) Consent is not required for:

- (a) the clearing of trees or native vegetation authorised or required by or under the Electricity Supply Act 1995, or
- (b) the clearing of trees or native vegetation authorised or required by or under the Roads Act 1993, or

- (c) the clearing or harvesting of trees grown commercially or domestically for their edible fruit, or
- (d) the control of noxious weeds within the meaning of the Noxious Weeds Act 1993, or
- (e) the clearing of commercially grown plantation trees in accordance with the Plantations and Reafforestation Act 1999, or
- (f) the clearing of native vegetation without consent if authorised under the Native Vegetation Conservation Act 1997, any other Act or another environmental planning instrument, or
- (g) the removal of hazardous dead trees within Zone 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, 6 (1) or 6 (2), except where the trees provide habitat for species listed in Schedule 1 or 2 to the Threatened Species Conservation Act 1995, or
- (h) the removal of native vegetation on land, other than in Zone 7 (1), for the purpose of creating or maintaining landscaped and lawn areas where:
- (i) the removal, injury or destruction of trees is not involved, and
- (ii) the area to be cleared is less than 600 square metres in total and is on the same allotment as, and within the curtilage of, a dwelling for which development consent has been granted, and
- (iii) the soil surface exposed in any period of 90 consecutive days will not exceed 250 square metres, and
- (iv) the slope of the land does not exceed 15 degrees, and
- (v) the work does not involve the disturbance of native vegetation which is habitat for species listed in Schedule 1 or 2 to the Threatened Species Conservation Act 1995, and
- (vi) the area is not subject to a development consent that requires the trees or native vegetation to be retained, or
- (i) bushfire hazard reduction work, within the meaning of the Rural Fires Act 1997, that is exempted from any requirement for development consent by the operation of that Act, or
- (j) the clearing of any tree (other than any tree listed on the Council's *Significant Tree Register*) or native vegetation that is:
- (i) within 5 metres of the outermost projection of a lawfully used building (being a building that is not exempt development), and
- (ii) on the same allotment as that building,
- but only if a development consent does not require the tree or native vegetation to be retained, or
- (k) the clearing of any tree (other than a tree listed on the Council's *Significant Tree Register*) or native vegetation that is:

- (i) within 1 metre of a sealed driveway to a lawfully used building (being a building that is not exempt development), and
  - (ii) on the same allotment as that building,
- but only if a development consent does not require the tree or native vegetation to be retained, or
- (l) the clearing of any tree or native vegetation where the Council is satisfied beforehand that the tree or native vegetation ought to be cleared because it is dangerous to life or property, or
  - (m) the clearing of any tree or native vegetation required by an order given under Division 1 of Part 2 of Chapter 7 of the *Local Government Act 1993*.
- (4) Consent must not be granted for the clearing of any tree or native vegetation unless the consent authority has considered a statement of environmental effects that assesses in respect of the vicinity of the proposed clearing:
- (a) soil stability and prevention of land degradation, and
  - (b) water quality and associated ecosystems such as streams, rivers, waterbodies or waterways, and
  - (c) scenic or environmental amenity, and
  - (d) vegetation species, vegetation communities, flora and fauna corridors and natural wildlife habitats.
- (5) Nothing in this clause affects any requirement made by or under the *Native Vegetation Conservation Act 1997*.

### 35 Acid sulfate soils

- (1) For the purpose of this clause, *works* means:
- (a) any disturbance of more than one tonne of soil (such as occurs in carrying out agriculture, the construction or maintenance of drains, extractive industries, dredging, the construction of artificial water bodies (including canals, dams, and detention basins), foundations and flood mitigation works), or
  - (b) any other works that are likely to lower the water table, or
  - (c) routine maintenance.
- (2) A person must not, without development consent, carry out works described in the following Table on land of the class specified for those works, except as provided by subclause (3).

Class of land as shown on Acid Sulfate Soils Planning Maps	Works
1	Any works.
2	Works below the natural ground surface. Works by which the watertable is likely to be lowered.

- |   |  |
|---|--|
| 3 | Works beyond 1 metre below the natural ground surface.<br>Works by which the watertable is likely to be lowered beyond 1 metre below natural ground surface.   |
| 4 | Works beyond 2 metres below the natural ground surface.<br>Works by which the watertable is likely to be lowered beyond 2 metres below natural ground surface. |
| 5 | Works within 500 metres of adjacent Class 1, 2, 3 or 4 land which are likely to lower the watertable below 1 metre AHD on adjacent Class 1, 2, 3 or 4 land.    |
- (3) This clause does not require consent for the carrying out of those works if:
- (a) a copy of a preliminary assessment of the proposed works, undertaken in accordance with the *Acid Sulfate Soil Manual*, has been given to the Council, and
  - (b) the Council has provided written advice to the person proposing to carry out the works confirming that the results of the preliminary assessment indicate the proposed works need not be carried out pursuant to an acid sulfate soils management plan prepared in accordance with the *Acid Sulfate Soil Manual*.
- (4) Consent required by this clause must not be granted unless the consent authority has considered:
- (a) the adequacy of an acid sulfate soils management plan prepared for the proposed development in accordance with the *Acid Sulfate Soil Manual*, and
  - (b) the likelihood of the proposed development resulting in the discharge of acid water, and
  - (c) any comments from the Department received within 28 days of the consent authority having sent that Department a copy of the development application and the related acid sulfate soils management plan.
- (5) Despite subclause (2), development may be carried out by the Council or the Hunter Water Corporation without consent, being development consisting of:
- (a) emergency works, or
  - (b) routine management, or
  - (c) minor works.
- (6) Where the Council or the Hunter Water Corporation carries out development described in subclause (5) and encounters, or is likely to encounter, acid sulfate soils, the Council or the Hunter Water Corporation must properly deal with those soils in accordance with the proposed development in accordance with the *Acid Sulfate Soil Manual* so as to minimise the actual or potential impact on the environment arising from the disturbance of the soils.

### 36 Mixed use development

- (1) Consent must not be granted for mixed use development unless the consent authority is satisfied that:
- (a) the gross floor area that will be used for commercial, retail or recreation facilities will be not less than 20 percent of the total gross floor area within the site area to

which the development application relates, and

- (b) the gross floor area that will be used for dwellings and any accommodation for tourists will be not less than 50 percent of that total.

- (2) To avoid doubt, *State Environmental Planning Policy No 1—Development Standards* applies to a requirement made by subclause (1) (a) or (b) in the same way as it applies to a development standard.

### 37 Unzoned land

- (1) A person must not carry out development on unzoned land without development consent.
- (2) Development of unzoned land is not exempt or complying development, despite any other provision of this plan.
- (3) Consent must not be granted for development of unzoned land unless the consent authority has considered the objectives of the zones in which adjoining land is situated.

### 38 Advertising structures and signs

Despite any other provision of this plan, the erection and use of an advertising sign or advertising structure of a type referred to in Schedule 1 requires consent if it is not exempt development.

### 39 Additional development allowed on certain land

- (1) Nothing in this plan prevents a person, with development consent, from carrying out on land described in Column 1 of Schedule 7 any development specified in relation to that land in Column 2 of Schedule 7, subject to such conditions (if any) as may be so specified.
- (2) If any development specified in Schedule 7 in relation to land is permissible with development consent subject to a condition that consent to the development must be obtained or applied for within a specified period, the consent authority is not prevented from granting consent after that period to the carrying out of alterations or extensions to, or the rebuilding of, a structure or place on that land for which such a consent has been granted.

### 40 Development for the purpose of agriculture on land in Zone 7 (2)

- (1) In this clause:

*nominated owner* means the person who, on the appointed day, owned a retained holding.

*retained holding* means:

- (a) a lot, portion or parcel of land as it was on the appointed day, or
- (b) where, on the appointed day, a person owned 2 or more adjoining or adjacent lots, portions or parcels of land, the aggregation of those lots, portions or parcels as they were on that day.

- (2) This clause applies to a retained holding only if:

- (a) not less than 70% of the retained holding is within Zone 7 (2), and
  - (b) immediately prior to the appointed day, the retained holding was within a zone in which development for the purpose of agriculture was permissible either with or without consent.
- (3) Nothing in this plan prevents the nominated owner from carrying out development on a retained holding for the purpose of agriculture (other than intensive agriculture), but only with development consent.

### 41 Development for the purpose of retirement villages

- (1) This clause aims to maintain the opportunity for the development of retirement village style accommodation for aged persons in appropriate locations where the land satisfies the criteria specified in subclause (5).

- (2) This clause applies to:

- (a) land within Zone 2 (1), and
- (b) land that is not within Zone 2 (1), 7 (1), 7 (4), 8 or 9, but part or all of which immediately adjoins, or is within 400 metres of, land within Zone 2 (1).

- (3) In this clause:

*retirement village* means a complex containing residential premises that are predominantly or exclusively occupied, or intended to be predominantly or exclusively occupied, by persons aged 55 years or older, which provides access to meals, cleaning, emergency assistance, and a transport service for residents.

- (4) Nothing in this plan prevents a person, with development consent, from carrying out development on any land to which this clause applies for the purpose of a retirement village.
- (5) Despite subclause (4), consent may be granted to development for the purpose of a retirement village only if the consent authority is satisfied that:
- (a) the land on which the development will be carried out is of sufficient size to accommodate a minimum 70 unit retirement village development, and
  - (b) the land has frontage to a formed public road servicing nearby urban areas, and
  - (c) the development is able to be serviced with reticulated water, sewerage and electricity, and
  - (d) at least 70% of the proposed development area comprises land with a slope of less than 20% grade.

### 42 Consent to development subject to special requirements

- (1) Consent must not be granted to development on any land described in Column 1 of Schedule 8 unless the consent authority has had regard to the development control plan or master plan required for the land by Column 2 of that Schedule.

- (2) Consent must not be granted to development on any land described in Column 1 of Schedule 9 unless the consent authority is satisfied, whether by the imposition of a condition on the consent or otherwise) that any requirement specified for the land in Column 2 of that Schedule has been or will be met.

#### 42A Restricted development

Despite any other provision of this plan, the only development permissible on land described in Column 1 of Schedule 11 is development specified for the land in Column 2 of that Schedule.

### Part 6 Heritage provisions

#### 43 Objective

The objective of this Part is to protect and conserve archaeological sites and places of Aboriginal, natural or European cultural significance. It does this by making provisions that conserve the remaining fabric, relics, settings and views, and evidence of the cultural significance of heritage items and the environment of heritage conservation areas.

#### 44 Protection of heritage items and heritage conservation areas

The following development may be carried out only with development consent:

- (a) demolition of, or movement of the whole or a part of, a heritage item,
- (b) demolition of, or movement of, a building, structure, work, relic or tree within a heritage conservation area,
- (c) alteration of, or any addition to, a heritage item that makes substantial structural or non-structural changes to its exterior, such as to its detail, fabric, finish or appearance,
- (d) alteration of a building, a structure, work, relic, or tree within a heritage conservation area by making substantial structural or non-structural changes to its exterior, such as to its detail, fabric, finish or appearance,
- (e) alteration of a heritage item by making substantial structural changes to its interior,
- (f) disturbance or excavation of a place of Aboriginal heritage significance or an archaeological site while knowing, or having reasonable cause to suspect, that the disturbance or excavation will or is likely to result in a relic being discovered, exposed, moved, damaged or destroyed,
- (g) erection of a structure on, or subdivision of, land on which a heritage item is located or which is within a heritage conservation area.

#### 45 Development consent is not required

- (1) Development consent is not required by clause 44 if, in the opinion of the Council:
- (a) the proposed development is of a minor nature or consists of maintenance of a heritage item or of a building, work, archaeological site, tree or place within a heritage conservation area, and

- (b) the proposed development would not adversely affect the significance of the heritage item or heritage conservation area.

#### 46 Cemetery or burial grounds

Development consent is not required for the following development in a cemetery or burial ground if there will be no disturbance to human remains, to relics in the form of grave goods or to a place of Aboriginal heritage significance:

- (a) the creation of a new grave or monument,
- (b) an excavation or disturbance of land for the purpose of carrying out conservation or repair of monuments or grave markers.

#### 47 Assessment of heritage significance

- (1) Before granting consent required by this Part, the consent authority must assess the extent to which the carrying out of the proposed development will affect the heritage significance of the heritage item or heritage conservation area concerned.
- (2) In the case of proposed development that would affect a heritage item, that assessment must include consideration of a heritage impact statement that addresses:
  - (a) the heritage significance of the item as part of the environmental heritage of Lake Macquarie City local government area,
  - (b) the impact that the proposed development will have on the heritage significance of the item and its setting, including any landscape or cultural features,
  - (c) the measures proposed to conserve the heritage significance of the item and its setting,
  - (d) whether any archaeological site or potential archaeological site will be adversely affected by the proposed development,
  - (e) the extent to which the carrying out of the proposed development will affect the form of any historic subdivision.
- (3) In the case of proposed development in a heritage conservation area, that assessment must include consideration of a heritage impact statement that addresses the following:
  - (a) the heritage significance of the heritage conservation area and the contribution which any building, work, relic, tree or place affected by the proposed development makes to this heritage significance,
  - (b) the impact that the proposed development will have on the heritage significance of the heritage conservation area,
  - (c) the compatibility of the proposed development with nearby original buildings and the character of the heritage conservation area, taking into account the size, form, scale, orientation, setbacks, materials and detailing of the proposed development,

- (d) the measures proposed to conserve the significance of the heritage conservation area and its setting,
- (e) whether any landscape or horticultural features will be affected by the proposed development,
- (f) whether any archaeological site or potential archaeological site will be affected by the proposed development,
- (g) the extent to which the carrying out of the proposed development in accordance with the consent will affect any historic subdivision pattern.

#### 48 Development requiring notification

- (1) A development application proposing the following development requires notification in accordance with *Lake Macquarie Development Control Plan No 1—Principles of Development*:
  - (a) the demolition of a heritage item,
  - (b) the carrying out of any development allowed by clause 53 (Conservation incentives).
- (2) Subclause (1) does not apply to designated development or advertised development.

#### 49 Notice of demolition to Heritage Council

- (1) Within 14 days of receipt of a development application for the demolition of a heritage item identified in Schedule 4, 5 or 6 as being of State significance, the consent authority must forward a copy of the application to the Heritage Council for its comment.
- (2) The consent authority is to take into consideration any comments received by it from the Heritage Council within 28 days after a copy of the application is sent in accordance with subclause (1).

#### 50 Development affecting places or sites of known or potential Aboriginal heritage significance

- (1) Consent must not be granted for development that is likely to have an impact on a place of Aboriginal heritage significance or a potential place of Aboriginal heritage significance, or that will be carried out on an archaeological site of a relic that has Aboriginal heritage significance, unless the consent authority has considered a heritage impact statement explaining how the proposed development would affect the conservation of the place or site and any relic known or reasonably likely to be located at the place or site.
- (2) Except where the proposed development is integrated development, the consent authority must provide a copy of the development application and heritage impact statement to a member or representative of the appropriate local Aboriginal community and the Director-General of the Department of Environment and Conservation within 14 days of receipt of the application.
- (3) Consent must not be granted to any such development unless the consent authority

has taken into consideration any comments received by it from any member or representative of that Aboriginal community or that Director-General within 28 days after the application and statement are sent in accordance with subclause (2).

- (4) In the instance of development in proximity to items or places identified in Schedule 6 or recorded or held by a local Aboriginal Land Council, consultation with the relevant local Aboriginal Land Council is required before consent may be granted. Consultation is sufficient for the purposes of this requirement if the consent authority has taken into consideration all comments received from the local Aboriginal Land Council within 28 days after a copy of the application and statement are sent to it by the consent authority.

#### 51 Development affecting known or potential archaeological sites or relics of European heritage significance

- (1) Consent must not be granted for development that will be carried out on an archaeological site or potential archaeological site or a relic that has European heritage significance (whether or not it is also the site of a relic or potential relic of Aboriginal significance) unless the consent authority has considered a heritage impact statement explaining how the proposed development would affect the conservation of the place or site and any relic known or reasonably likely to be located at the place or site.
- (2) Except where the proposed development is integrated development, the consent authority must provide a copy of the development application and heritage impact statement to the Heritage Council within 14 days of receipt of the application.
- (3) Consent must not be granted to any such application unless the consent authority has taken into consideration any comments received by it from the Heritage Council within 28 days after the application and statement are sent in accordance with subclause (2).
- (4) This clause does not apply if the proposed development does not involve disturbance of below ground deposits and the consent authority is of the opinion that the heritage significance of any above ground relics would not be adversely affected by the proposed development.

#### 52 Development in vicinity of a heritage item

- (1) Consent must not be granted for development in the vicinity of a heritage item unless the consent authority has considered a heritage impact statement that includes recommendations for the size, shape and scale of, setbacks for, and the materials to be used in, any proposed buildings or works, and for any modification that will reduce the impact of the proposed development on the heritage significance of the heritage item.
- (2) Development is in the vicinity of a heritage item for the purposes of this clause if, in the opinion of the consent authority, the development:
  - (a) may have an impact on the setting of a heritage item, for example, by affecting a significant view to or from the item or by overshadowing, or
  - (b) may undermine or otherwise cause physical damage to a heritage item, or

(c) will otherwise have any adverse impact on the heritage significance of a heritage item or of any heritage conservation area within which it is situated.

- (3) Before granting consent for development to which this clause applies, the consent authority must take into account the impact of the proposed development on the heritage significance of the heritage item, on any heritage conservation area within which it is situated and on the visual curtilage and setting of the heritage item.
- (4) A heritage impact statement required by this clause should include recommendations for the size, shape and scale of, setbacks for, and the materials to be used in, any proposed buildings or works and details of any modification that would reduce the impact of the proposed development on the heritage significance of the heritage item.

### 53 Conservation incentives

Consent may be granted to the use of a building that is a heritage item, or of the land on which such a building is erected (even though the use would be otherwise prohibited by this plan) if the consent authority is of the opinion that:

- (a) the retention of the heritage item depends on the granting of consent, and
- (b) the proposed use will be in accordance with a conservation management plan which has been prepared to the satisfaction of the Council, and
- (c) the granting of consent to the proposed use will ensure that all necessary conservation work identified in the conservation management plan is carried out, and
- (d) the proposed use will not adversely affect the heritage significance of the heritage item or its setting, and
- (e) the proposed use will not adversely affect the amenity of the surrounding area.

### 54 Development in heritage conservation areas

- (1) Before granting consent for the erection of a building within a heritage conservation area, the consent authority must be satisfied that the features of the proposed building will be compatible with the heritage significance of the heritage conservation area, having regard to the form of, and materials used in, buildings that contribute to the heritage significance of the heritage conservation area.
- (2) In forming that opinion, the consent authority must consider, where relevant:
- (a) the scale, bulk and form, including detailing and articulation, of the building, and
  - (b) the pitch and form of the roof, and
  - (c) the style, size, proportion and position of the openings for windows or doors, and
  - (d) the colour, texture, style, size and type of finish of the materials to be used on the exterior of the building, and

(e) any other matter that the consent authority considers relevant to the assessment of the application.

### Part 7 Administrative provisions

#### 55 Acquisition of land required for community purposes

- (1) The owner of land within Zone 2 (1), 3 (1), 4 (1), 4 (2), 5, 6 (1), 6 (2), 7 (1), 7 (2) or 10 and shown cross-hatched (but not otherwise hatched) on the map may, by notice in writing, require the Council to acquire the land.
- (2) On receipt of a notice referred to in subclause (1), but subject to subclause (3), the Council must acquire the land.
- (3) However, nothing in this plan, other than subclause (4), requires the Council to acquire land:
  - (a) if the land may be required to be dedicated to the Council as a condition of consent to the carrying out of development, or
  - (b) within Zone 6 (1) or 7 (2) if, in the opinion of the Council, the need for the open space has not yet been created by residential development in the vicinity.
- (4) On receipt of a notice referred to in subclause (1), the Council must acquire land within Zone 6 (1) or 7 (2) if the Council is of the opinion that the owner of the land will suffer hardship if the land is not acquired within a reasonable time.

#### 56 Interim development of land required for community purposes

- (1) A person must not carry out development without development consent on land within Zone 2 (1), 3 (1), 4 (1), 4 (2), 5, 6 (1), 6 (2), 7 (1), 7 (2) or 10, and shown by cross-hatching on the map, before it is acquired in accordance with this plan.
- (2) A person must not carry out development on land referred to in subclause (1) that may be required to be acquired by the Council so as to render the land unfit for the purpose for which it is zoned.
- (3) Consent must not be granted for development of land referred to in subclause (1) before it is acquired in accordance with this plan unless the consent authority has considered:
  - (a) the need for the proposed development on the land, and
  - (b) the impact of the proposed development on the existing and likely future use of the land, and
  - (c) the need to retain the land for its existing or likely future use, and
  - (d) the effect of the proposed development on the cost of acquisition, and
  - (e) the imminence of acquisition, and
  - (f) the cost of reinstatement of the land for the purpose for which the land is to be acquired.
- (4) Conditions may be imposed on such a consent that limit the period during which

development may be carried out in accordance with the consent and require:

- (a) the removal of any structure or work for which the consent was granted, and
- (b) the reinstatement of the land or removal of any waste, refuse or contaminants, without the payment of compensation by the Council.

#### 57 Acquisition of land required for State roads

- (1) The owner of any land within Zone 5 identified by hatching (other than cross-hatching) on the map may, by notice in writing, require the RTA to acquire that land.
- (2) On receipt of such a notice, the RTA must acquire the land if:
  - (a) the land is vacant, or
  - (b) the land is not vacant but:
    - (i) is included in a 5 year works program of the RTA, current at the time of receipt of the notice, or
    - (ii) the RTA will not give concurrence required by clause 56 for development of the land, or
    - (iii) the RTA is of the opinion that the owner of the land will suffer hardship if the land is not acquired within a reasonable time.
- (3) The RTA is not required to acquire land if, because of development consent, that land could reasonably be expected to be dedicated for a State road.

#### 58 Concurrence of RTA for interim development of land required for State roads

- (1) Consent may be granted for development of any land within Zone 5 that may be required to be acquired by the RTA before it is so acquired only with the concurrence of the RTA.
- (2) Before granting that concurrence, the RTA must take into consideration the following:
  - (a) the effect of the proposed development on the cost of acquisition,
  - (b) the imminence of acquisition,
  - (c) the cost to reinstate the land for the purpose for which the land is to be acquired.

#### 59 Acquisition of coastal land

- (1) This clause applies to land within Zone 7 (1) or 7 (4) shown by hatching (but not cross-hatching) on the map.
- (2) The owner of any land to which this clause applies may, by notice in writing, require the corporation to acquire the land.
- (3) On receipt of a notice referred to in subclause (2), the corporation must acquire the

land, unless the land may be required to be provided as a condition of consent to the carrying out of development.

- (4) Despite any other provision of this plan, development may be carried out only with development consent on land to which this clause applies and only for the purpose of the following:
  - (a) agriculture (and buildings incidental to the use of the land for agriculture),
  - (b) dams,
  - (c) drainage,
  - (d) dwelling houses.
- (5) Consent to the carrying out of development on land to which this clause applies may be granted only with the concurrence of the Minister.
- (6) Before granting that concurrence, the Minister must take into consideration the following:
  - (a) the need for the proposed development on the land,
  - (b) the impact of the proposed development on the existing and likely future use of the land,
  - (c) the need to retain the land for its existing or likely future use,
  - (d) the effect of the proposed development on the cost of acquisition,
  - (e) the imminence of acquisition,
  - (f) the cost to reinstate the land for the purpose for which the land is to be acquired.

#### 60 Development on land adjoining Zones 5, 7 (1), 7 (4) and 8

- (1) Consent must not be granted for development on land adjoining land within Zone 5 unless the consent authority is satisfied that the proposed development will be consistent with the efficient operation of the potential or existing infrastructure development within the zone.
- (2) Consent must not be granted to development on land adjoining or adjacent to land within Zone 7 (1) unless the consent authority is satisfied that the proposed development is consistent with the effective conservation of the land within Zone 7 (1) and its protection from adverse impacts, including stormwater run-off, erosion and sedimentation, pollution, weed infestation, feral or domestic animals, chemicals, nutrients and the like.
- (2A) Consent must not be granted to development on land adjoining or adjacent to land within Zone 7 (4) unless the consent authority is satisfied that the proposed development is consistent with:
  - (a) the effective conservation of the coastal corridor and cultural heritage within the zone, and
  - (b) the provision of the coastal walk and public access within the zone, and

(c) the protection of land within the zone from:

- (i) any adverse impacts on the scenic or visual values of the land, and
- (ii) any stormwater runoff, erosion and sedimentation, pollution, weed infestation, feral or domestic animals, chemicals, nutrients and the like.

- (3) Consent must not be granted to development on land adjoining or adjacent to land within Zone 8 unless the consent authority has sent a copy of the development application to the Director-General of the Department of Environment and Conservation and considered any response received from that Director-General within 28 days of sending the copy.

#### 61 Reclassification of community land as operational land

- (1) The public land referred to in Schedule 3 is classified or reclassified as operational land for the purposes of the Local Government Act 1993.
- (2) In accordance with section 30 of the Local Government Act 1993, land described in Columns 1 and 2 of Schedule 3, to the extent (if any) that it is a public reserve, ceases to be a public reserve on the commencement of the relevant amending plan and, by the operation of that plan, is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land except:
  - (a) those (if any) specified for the land in Column 3 of Schedule 3, and
  - (b) any reservations that except land out of a Crown grant relating to the land, and
  - (c) reservations of minerals (within the meaning of the Crown Lands Act 1989).
- (3) Before the relevant amending plan inserted a description of land in Schedule 3, the Governor approved of subclause (2) applying to the land.
- (4) In this clause, *the relevant amending plan*, in relation to land described in Schedule 3, means this plan or, if the description of the land is inserted into that Schedule by another local environmental plan, that plan.

#### Schedule 1 Exempt development

(Clause 6)

##### 1 What is exempt development?

- (1) Development is exempt development if:
  - (a) it is described in Column 1 of the Table to this Schedule, and
  - (b) it is carried out within a zone specified for the development in Column 2 of that Table, and
  - (c) it complies with the criteria specified for the development in Column 3 of that Table.
- (2) However, development is not exempt development if:
  - (a) it is prohibited by this plan, or

- (b) it is not of minimal environmental impact, or
- (c) it is carried out on land described in clause 2 of this Schedule, or
- (d) it does not comply with any of the relevant general criteria for exempt development specified in clause 3 of this Schedule.

- (3) In measuring heights and maximum areas specified in the Table to this Schedule:

- (a) height is measured from natural ground level, and
- (b) a maximum area for a structure is the total of all areas occupied by the type of structure, unless otherwise stated.

#### 2 Land on which there is no exempt development

- (1) Development is not exempt development if it is carried out on land that:

- (a) is critical habitat (within the meaning of the Threatened Species Conservation Act 1995), or
- (b) is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or
- (c) is land below the 1 in 100 year flood level if it involves the erection or use of a structure with a habitable room, or land below the 1 in 20 year flood level if it involves the erection or use of a structure with rooms none of which is habitable, except where otherwise indicated in the Table to this Schedule, or
- (d) is land to which State Environmental Planning Policy No 14—Coastal Wetlands applies, or
- (e) is land to which State Environmental Planning Policy No 26—Littoral Rainforests applies, or
- (f) is identified as an Aboriginal place or known Aboriginal relic on a register kept by the National Parks and Wildlife Service, or is dedicated or reserved under the National Parks and Wildlife Act 1974, or
- (g) is identified by a bush fire risk management plan approved under the Rural Fires Act 1997 as subject to medium or high bush fire risk, or
- (h) is land with a slope greater than 15 degrees, or
- (i) is identified as potential acid sulfate soil Class 1 or 2 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, except where the proposed development does not involve the movement of soils on the site, or
- (j) is identified as potential acid sulfate soil Class 3 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, where any proposed excavation involved in the development is greater than 500mm, or
- (k) is identified as potential acid sulfate soil Class 4 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, where any proposed excavation involved in the development is greater than 1.5 metres, or

- (l) is within a mine subsidence area, unless the proposed development has been formally approved, prior to commencement, by the relevant Mine Subsidence Board, or
- (m) is land on which a tree or native vegetation exists, where the proposed development involves clearing for which consent is required by clause 34, or
- (n) is the site of a heritage item or an item proposed by a draft environmental planning instrument to be a heritage item, or
- (o) is subject to an order under Division 2A of Part 6 of the *Environmental Planning and Assessment Act 1979* or Division 1 of Part 2 of Chapter 7 of the *Local Government Act 1993*, other than an order to demolish, that has not been complied with, or
- (p) is between a foreshore building line and the water body to which that line relates, or
- (q) is within 40 metres of a watercourse, river, stream, creek or lake—where excavation of the land (not including footings for minor structures) is proposed, or
- (r) is a remediation site within the meaning of the *Contaminated Land Management Act 1997* or land subject to an agreement with the Environment Protection Authority under section 26 of that Act for voluntary remediation.

### 3 Criteria that must be satisfied by all exempt development

Development is exempt development only if it complies with all of the following general criteria relevant to the form of development:

- (a) all structures comply with the *Building Code of Australia*, including the standards identified in that code,
- (b) all structures and activities comply with the Council's adopted building lines and setbacks, unless otherwise specified in the Table to this Schedule,
- (c) the development complies with all relevant development control plans and policies approved by the Council,
- (d) no existing condition of development consent or building approval affecting a site is contravened or compromised,
- (e) no structure is built over a sewer main, easement or natural watercourse and adequate clearance is provided to all sewer junction shafts, surcharge gullies, hot water service overflow pipes, and waste outlet pipes unless prior written agreement has been obtained from the Council or the local water and sewerage authority or supplier, as the case may require,
- (f) the development does not require the installation or alteration of a sewage management facility,
- (g) all structures have clearance from power lines in accordance with the relevant electricity authority or supplier,

- (h) all structures are built with new materials or second-hand materials which retain the structural adequacy and integrity of the material when new,
- (i) all structures are built with materials which match the design and appearance of any existing buildings on the site of the proposed development or in the immediate vicinity,
- (j) no structure or activity obstructs vehicular or human access,
- (k) no structure is located within the curtilage of a swimming pool which compromises the effectiveness of the swimming pool safety barrier or fence,
- (l) all structures and activities comply with relevant legislation affecting their use and with statutory and other requirements of the Council and any other relevant public authorities.

**Table**

Column 1 Erection (or installation) and use, or carrying out, of the following:	Column 2 Zones in which development is exempt	Column 3 Circumstances where exempt
Access ramp to a building (for able and disabled persons)	All zones	Maximum height of 1 metre (above natural ground level). Maximum grade 1:14 and otherwise in compliance with AS 1428.1. Located so that the structure and its use do not obstruct carparking or vehicular access. Where part of a strata development, the approval of the owners corporation has been given. Installation must not impact on existing carparking provision.
Advertising structures (see below for additional requirements for particular kinds of advertising structures)	All zones	General criteria—in addition to the criteria for particular kinds of structures listed below: (a) maximum area 2 square metres in Zone 4 (1), 4 (2) or 4 (3), and (b) maximum area 1 square metre in all other zones, and (c) one sign per premises, and (d) signs must not cover mechanical ventilation inlet or outlet vents, and (e) advertising structures over public road to be at least 600mm from kerb/roadway edge, and (f) signs must not be illuminated or use flashing lights or similar devices for illumination, and

- Advertising structures used for display of the following:
- (a) Business identification signs in residential areas Zones 2 (1) and 2 (2)
- (b) Business identification signs Zones 3 (1) and 3 (2)
- (g) must meet all applicable performance criteria in Part 2.7.7 (Signs) of *Lake Macquarie Development Control Plan No 1—Principles of Development*, and
- (h) not erected on a heritage item unless with agreement of the Council and by using existing fixings approved for the purpose by the Council.
- Satisfy general criteria above. Maximum area 1 square metre.
- Suspended under awnings signs:
- (a) satisfy general criteria above, and
- (b) securely fixed by metal supports, and
- (c) do not affect the structural integrity of the awning or building.
- Vertical or horizontal projecting wall signs:
- (a) satisfy general criteria above, and
- (b) securely fixed by metal supports, and
- (c) do not affect the structural integrity of the awning or building.
- Flush wall signs:
- (a) satisfy general criteria above, and
- (b) securely fixed.
- Top hamper signs:
- (a) satisfy general criteria above, and
- (b) securely fixed.
- (c) Business identification signs in industrial areas Zones 4 (1), 4 (2), 4 (3) and 9
- (d) Real estate signs (advertising premises/land for sale or rent) in residential, environmental protection and rural zones Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (4) and 7 (5)
- Satisfy general criteria above.
- For land in Zone 2 (1) or 2 (2), have a maximum area of:
- (a) 1.2 square metres for a "For Sale" sign, or
- (b) 2.5 square metres for an auction sign.
- For rural, environmental protection or conservation land, have a maximum area of 2.5 square metres.
- Only where it is attached to an existing approved structure eg fence, dwelling house or garage.

- (e) Real estate signs (advertising premises/land for sale or rent) in commercial, tourist and industrial areas Zones 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, 6 (2), 9 and 10
- Satisfy general criteria above. Have a maximum area of 4.5 square metres.
- Aerials/antennae/microwave antennae ancillary to lawful dwellings (not including satellite dishes—dealt with as separate provision below) All zones
- For domestic use only. Only one (of each) per dwelling. Must not project beyond property boundary. Maximum height 6 metres above ridge of the roof or 10 metres above ground level if not attached to building. Must not produce interference on nearby televisions, radios or electrical appliances.
- Air conditioning units for a lawful dwelling or community building (attached to external wall or ground mounted) All zones
- Not located on the front facade of the dwelling. Installation must not reduce the structural integrity of the building. Any opening created is to be adequately weatherproofed. Noise level not to exceed 58dB(A) above ambient background noise level measured at the property boundary or wall of any dwelling on adjoining properties. Located wholly within the property boundaries of the subject site, not over any right-of-way or easement and not obstructing any essential accessway.
- Amusement devices (being a small amusement device as defined in the *Local Government (Approvals) Regulation 1999*) (eg dodgem cars, giant slides, jumping castles, merry-go-rounds etc) Zones 3 (1), 3 (2), 6 (1) and 6 (2)
- The device is to be installed and is used for 1 day/weekend events only. The device is erected on level ground of sufficient bearing capacity to support the device. The device is registered under the *Occupational Health and Safety Regulation 2001*. The device is erected in accordance with all the conditions set out in its certificate of registration. The device has a current logbook within the meaning of the *Occupational Health and Safety Regulation 2001*. The device is subject to a contract of insurance or indemnity to an unlimited amount or no less than \$10,000,000 for each person who would be liable for damages for death or personal injury arising out of the operation or use of the device and any total or partial failure or collapse of the device against that liability. The device meets with the operational requirements of the WorkCover Authority.
- Arcade amusement devices (eg pinball machines, virtual reality games etc) Zones 3 (1), 3 (2) and 6 (2)
- Located wholly within the subject premises. A total of no more than 5 devices are installed.
- Automatic teller machines (ATM) Zones 3 (1), 3 (2), 4 (1), 4 (2), 4 (3) and 6 (2)
- Wholly enclosed within an arcade or shopping mall or, if facing a public footpath or street, the ATM must provide capacity for queuing and not hinder free movement of pedestrians.
- It must:

Awnings, canopies and storm blinds on existing dwellings for which consent or a building approval has been granted	All zones	(a) be attached to the wall of a building, and (b) include a bin with adequate capacity to discourage littering. Maximum area of 30 square metres—for awnings. Located wholly within property boundaries. Minimum setback of 5 metres from side and rear boundaries in rural and environmental protection and conservation zones. Minimum setback of 900mm to side and rear boundaries in residential and commercial zones. Materials used are non-reflective. Roof water is discharged to street, easement, watercourse or otherwise without causing a nuisance. Maximum height of 2.7 metres. Complies with front boundary setbacks for the zone.
Awnings over trade waste disposal points	Zones 4 (1), 4 (2) and 9	Maximum of 30 square metres. Maximum height of 2.7 metres. Must facilitate maintenance of the trade waste device and enable all weather use. Constructed in materials which match and/or complement the design and appearance of existing buildings. Not located within front building setback. Complies with front building setbacks for the zone.
Barbecues ancillary to a building for which consent or a building approval has been granted	All zones	Maximum area of 4 square metres. Maximum height of 2 metres. Minimum setback of 900mm from side and rear boundaries. Minimum separation of 1,800mm from any adjoining dwelling.
Bed and breakfast establishments up to 2 bedrooms	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Complies with Part 3.7.8 (Bed and Breakfast Establishment) of <i>Lake Macquarie Development Control Plan No 1—Principles of Development</i> . Premises must have been inspected by the Council, and the Council must have supplied written evidence of that inspection, before use commenced.
Bird aviaries (for domestic purposes only and not for the keeping of fowls—see "Fowl House")	Zones 1 (1), 1 (2), 2 (1), 7 (3) and 7 (5)	Maximum area of 10 square metres. Maximum height of 2.7 metres. Floor to be impervious. Located in rear yard. Minimum setback of 900mm to a property boundary.
Bridges (pedestrian) and staircases installed in public parks and recreation spaces	Zones 2 (1), 5 and 6 (2)	Bridges to a maximum span of 5 metres, maximum height of 2 metres above natural ground level (excluding height of handrails) and constructed by or for the Council. Designed, fabricated and installed in accordance with the <i>Building Code of Australia</i> , relevant Australian Standards and any requirements of the <i>Disability Discrimination Act 1992</i> of the

Bus shelters	All zones	<b>Commonwealth.</b> Must be suitably designed and constructed by or for the Council. Must reflect character and amenity of the area. Does not obstruct the line of sight of vehicular traffic. Located to enable safe and convenient access from both sides of the road by pedestrians including people with disabilities. Maximum area of 10 square metres. Non-reflective surface finishes. Advertising signs must not be attached.
Bush regeneration, beach cleaning and raking, and riparian, littoral and foreshore stabilisation works	All zones	<b>Riparian and littoral foreshore stabilisation works must:</b> (a) be undertaken by the Council or public authorities or by others on their behalf, and (b) be limited to beach reconstruction/shaping up to a maximum of 500 square metres in area, bank stabilisation up to a maximum of 500 square metres, rock revetment up to a maximum of 1 metre in height, foreshore planting of endemic species, and removal (in accordance with the Council's maintenance program) of silt deposition from storm water channels and outlets, and from artificial wetlands, and (c) involve only minor earthworks and site improvements, and (d) not cause or contribute to soil erosion or instability.
Cabanas/gazebos and greenhouses	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (3), 7 (5) and 10	Maximum area of 20 square metres. Maximum height of 2.7 metres. Minimum setback of 900mm to side and rear boundaries in residential zones. Complies with the Council's front boundary setbacks for the zone. Minimum setback of 5 metres to side and rear boundaries in rural and environmental protection zones. Constructed in non-reflective materials.
Carports	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 7 (1), 7 (2), 7 (3), 7 (5), 9 and 10	Minimum front building setback of 6 metres. Maximum area 36 square metres. Maximum height 2.7 metres. Minimum side and rear setback 900mm. Roof materials to be non-reflective. Roof water is discharged to street, easement, watercourse or otherwise without causing a nuisance. Where structure fronts the street, maximum width of carport opening of 6 metres or 50% of lot frontage, whichever is less. Does not interfere with vehicle movements on site.
Charity bins/clothing and recycling bins	Zones 3 (1), 3 (2), 4 (1), 4 (2) and 4 (3)	Must not result in more than three bins in any one location.

Clothes hoist/line ancillary to a dwelling for which consent or a building approval has been granted	All zones	Located wholly on private property and not in a public place. Minimum setback 900mm from side and rear boundaries for any part of the structure. Adequately screened from a public place or road. Not located in front setback.
Compost heaps	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Maximum volume of 2 cubic metres in residential zones. Maximum volume of 8 cubic metres in rural conservation or environmental protection zones. Minimum side and rear setback for residential zones is 900mm. Minimum side and rear setback for rural conservation or environmental protection zones is 5 metres. Not located in front setback.
Cubby houses (see also "playground equipment")	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Maximum height 2.4 metres. Maximum area 20 square metres. Minimum setback of 900mm to side and rear boundaries. Not associated with commercial premises. Not located within the front setback. Not located so as to compromise the effectiveness of pool fencing.
Decks attached to dwellings (roofed and/or unroofed and open and/or enclosed)/patio abutting a dwelling	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Maximum area 20 square metres. Finished floor level not greater than 1 metre above natural ground level. Maximum width of 4 metres. For a timber deck—minimum clearance to the ground of 400mm and compliance with AS 3660 (termite control). Complies with the Council's front boundary setbacks for the zone. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural, conservation and environmental protection zones. Roof water is discharged to street, easement, watercourse, or otherwise without causing a nuisance.
Demolition	All zones	Council has issued an order to demolish under Division 2A of Part 6 of the <i>Environmental Planning and Assessment Act 1979</i> or section 124 of the <i>Local Government Act 1993</i> . The structure did not or does not require development consent to be built, that is, its erection is exempt development. Demolition is carried out in accordance with Australian Standard AS 2601—2001, <i>Demolition of structures</i> .
Different use resulting from change of use of shop to an office or other commercial premises, or vice versa	Zones 3 (1) and 3 (2)	Consent was granted for the former use. Not where the current use is based on existing use rights, ie where the land use zone does not support the use. Different use does not include a brothel, a bottle shop, food premises, a drug use rehabilitation clinic, a methadone clinic or a

Different use resulting from change of use of an office to an office	Zones 3 (1) and 3 (2)	safe injecting room. No change to arrangements for access/parking, loading and waste disposal. Does not increase the fire load in the structure. Must be a permitted use in the zone.
Different use resulting from change of use of a shop to a shop	Zones 3 (1) and 3 (2)	Different use does not include food premises where food is stored or prepared or a bottle shop.
Different warehouse use resulting from change from another warehouse use	Zones 4 (1), 4 (2) and 3 (2)	Floor area of warehouse less than 500 square metres. Consent was granted for the former warehouse use. Different use is allowed by the zoning. No change to arrangements for access/parking, loading and waste disposal. Does not increase the fire load in the structure or affect the fire safety measures of the building. Different use does not involve food related operations (for example, preparation, packaging, storage etc of food products). Where the earthworks constitute one or more of the following: (a) levelling of land to a maximum of 300mm,  (b) maintenance of drainage works,  (c) backfilling of dams with not more than 5 megalitres storage capacity,  (d) desilting of dams,  (e) maintenance of existing access roads within property boundaries.
Earthworks (rural)	Zone 1 (1)	General requirement in addition to the particular requirements listed for the different types of fences: (a) must be constructed so that they do not prevent the natural flow of stormwater drainage,  (b) must not be located wholly or partly between a foreshore building line and the water body in relation to which the foreshore building line is fixed.
Fences (all types)	All zones	Maximum height of 1 metre if constructed of brick or masonry.  Maximum height of 1.8 metres for side or rear fences (unless constructed of brick or masonry).  Maximum height of 1 metre for front fences.  Front fences must comply with Part 2.7.8
Fences—boundary (side, front and rear fences and on corner lots)	All zones	

		(Fences) of Lake Macquarie Development Control Plan No 1—Principles of Development.
		Boundary fences on corner lots must comply with Acceptable Solution A1.4 in Part 2.7.8 (Fences) of Lake Macquarie Development Control Plan No 1—Principles of Development.
Fences—electric	Zones 1 (1), 1 (2), 7 (1), 7 (2), 7 (3) and 7 (5)	Where fence is to be erected in accordance with AS/NZS 3014:2003, <i>Electrical installations—Electric fences</i> .  Maximum height of 1.8 metres. Maximum height of 1 metre.
Fences—masonry or brick	All zones	Chain wire fences around industrial zoned land, construction/demolition sites or Council owned or operated compounds or depots. Maximum height of 3 metres.
Fences—security	Zones 3 (1), 3 (2), 4 (1), 4 (2), 4 (3) and 9	Maximum height of 9 metres above natural ground level. 1 per site in residential zones, all other zones 1 per 20 metres of street frontage. Flag and pole wholly located within property boundary.
Flagpoles	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, 6 (1), 6 (2), 9 and 10	Only if in accordance with a current footway dining licence issued by the Council under section 125 of the <i>Roads Act 1993</i> .
Footway dining	Zones 3 (1), 3 (2), 4 (3), 5, 6 (1), 6 (2) and 7 (4)	Maximum area of 50 square metres. Maximum height of 3 metres. Minimum setback of 5 metres from side and rear boundary. Complies with the Council's <i>Guide for Keeping of Animals</i> . Behind front building line. Materials used must blend with the environment and be non-reflective. Adequate drainage to be provided. Design of structure to enable disposal of manure and waste water in a manner that does not harm or pollute the local or downstream environment. Design of structure to mitigate the effects of any noxious smell on the locality. Complies with Division 2 of Schedule 5 to the <i>Local Government (Orders) Regulation 1999</i> (Standards for keeping birds or animals—Keeping of poultry).
Fowl house (for the keeping of chickens)	Zones 1 (1), 1 (2), 2 (1), 7 (3) and 7 (5)	Maximum size of 5,000 litres. Located wholly within the boundaries of the property. Bunded with capacity to contain at least 110% of the capacity of the fuel tank. Constructed of prefabricated metal, free-standing and not relying on other structures for support. Operated and maintained in accordance with AS 1940—1993, <i>The storage and handling of flammable and combustible liquids</i> .
Fuel tanks—used in conjunction with agricultural activities or home business for which consent granted	Zones 1 (1), 1 (2), 7 (2), 7 (3), 7 (5) and 9	

Garden sheds (free standing and prefabricated)	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (2), 7 (3), 7 (5) and 10	Not erected within 30 metres of a creek or boundary to the street or within 5 metres of a side or rear boundary. Minimum setback of 20 metres from adjoining dwellings. Maximum floor area of 20 square metres. Maximum overall height of 2.4 metres above ground level. Minimum of 900mm from side or rear boundary. Located in the rear yard and not within front building setback. Constructed using non-reflective materials. Roof cladding is securely fixed to roof beams or rafters. Supporting posts are securely fixed to concrete footings or slabs. Roof water is discharged to street, easement, watercourse or otherwise without causing a nuisance. Maximum 2 sheds per property.
Goal posts, sight screens, promotional signs and similar ancillary sporting structures on sporting or playing fields for use in the playing and/or performance of sporting events (excluding grandstands, dressing sheds and other such structures)	Zone 6 (1)	Construction by or for the Council and installed in accordance with any relevant SAA standards. Located in public parks or recreation areas. Promotional signs not to face public road. Promotional signs only to be fixed to an existing structure. Promotional signs maximum height 1 metre and maximum width 3 metres.
Hail protection	Zones 1 (1) and 1 (2)	Only if ancillary to agricultural use and consisting of light construction (eg poles, wire and mesh).
Home occupation	All zones	Must be carried out in an existing dwelling for which consent or a building approval has been granted. Dwelling cannot be based on existing use rights (ie where the land zone does not support the use). No goods are sold from the premises.
Horse stables and animal shelters keeping up to 4 horses	Zone 1 (1)	Maximum area of 20 square metres. Maximum height of 3 metres. Minimum setback of 5 metres from side and rear boundary and not in front of the building line or in front of any dwelling. Constructed of timber (cut or round) or metal. Materials used must have non-reflective properties and earth tones and finishes which complement native vegetation. Adequate drainage to be provided. Design of structure to enable disposal of manure and waste water in a manner that does not harm or pollute the local or downstream environment. Design of structure to mitigate the effects of any noxious smell on the locality. Complies with any standards relating to the keeping of horses and cattle set out in regulations made under the <i>Local Government Act 1993</i> (being standards enforceable by the

Horse stables and animal shelters keeping up to 2 horses	Zones 1 (2), 7 (3) and 7 (5)	making of Order No 18 under that Act). Maximum area of 10 square metres. Minimum setback of 5 metres from rear boundary and not in front of any dwelling. Constructed of timber (cut and treated) or metal. Materials used must be non-reflective finishes which complement native vegetation. Adequate drainage to be provided. Design of structure to ensure disposal of manure and waste water in a manner that does not harm or pollute the local environment. Design of structure to mitigate any noxious smell on the lot. Complies with any standards relating to the keeping of horses and regulations made under the <i>Animal Welfare Act 1922</i> (being standards made under the making of Order No 18 under that Act).	section 124 of that Act). from side and rear of the building and/or metal. non-reflective finishes which complement native vegetation. adequate disposal of manure and waste water in a manner that does not harm or pollute the local environment. the effects of any structure relating to the keeping of horses and regulations made under the <i>Animal Welfare Act 1922</i> (being standards made under the making of Order No 18 under that Act).
Internal alterations comprising office or shop fit-out	Zones 3 (1) and 3 (2)	Non-structural alterations only. Alterations must meet the requirements of the <i>Building Code of Australia</i> . Alterations must not contravene the <i>Building Code of Australia</i> . No alterations to bottle premises where food is stored. May only be carried out in a reserved area or on land containing a dwelling.	any deemed-to-satisfy provisions of the <i>Building Code of Australia</i> . the existing structure carried out to comply with the <i>Building Code of Australia</i> . or to food reserves, parks or house.
Landscaping	All zones	Landscaping does not include the construction of retaining structures. Maximum height of 1 metre. Only 1 letterbox per occupant. Appropriate numbering for letterbox. Structurally stable with adequate footings. located wholly within the site.	earthworks or walls or other structures. above ground level. letterbox. adequate footings.
Letter box (freestanding or in "banks")	All zones	Maximum height of 1 metre. Only 1 letterbox per occupant. Appropriate numbering for letterbox. Structurally stable with adequate footings. located wholly within the site.	above ground level. letterbox. adequate footings.
Minor internal alterations to domestic single dwellings	All zones in which a dwelling is permissible	Non-structural work only, such as: (a) replacement of door, window linings, or deteriorated materials with equivalent or improved materials; (b) renovations of bathroom, kitchen, or built-in fixtures, vanities, cupboards and doors. Alterations or renovations to completed buildings for which building approval has been obtained.	as: ceiling or floor as members of quality kitchens, such as dresses. must be to the consent of a building approval has been obtained.

Park and street furniture, seats, bins, picnic tables, minor shelters and alterations, street signage (non promotional) and lighting	All zones	Work not to include changes to the configuration of rooms, whether by removal of existing walls, partitions or by other means. Work not to cause reduced window arrangements for light and ventilation needs, reduced doorways for egress purposes or involve enclosure of open areas. Construction by or for the Council and designed, fabricated and installed in accordance with any relevant SAA standards. Located on land under control of Council, or on neighbourhood property under a neighbourhood scheme.	Work not to include changes to the configuration of rooms, whether by removal of existing walls, partitions or by other means. Work not to cause reduced window arrangements for light and ventilation needs, reduced doorways for egress purposes or involve enclosure of open areas. Construction by or for the Council and designed, fabricated and installed in accordance with any relevant SAA standards. Located on land under control of Council, or on neighbourhood property under a neighbourhood scheme.
Patio—at existing ground level and abutting a dwelling	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Maximum area of 20 square metres. Maximum height of 1 metre above natural ground level. Stormwater from patio surface is discharged to street, easement, watercourse, or otherwise without causing a nuisance. Sufficient step down is to be provided to prevent the entry of water into the dwelling. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural conservation and environmental protection zones. Complies with the Council's front boundary setbacks for the zone.	Maximum area of 20 square metres. Maximum height of 1 metre above natural ground level. Stormwater from patio surface is discharged to street, easement, watercourse, or otherwise without causing a nuisance. Sufficient step down is to be provided to prevent the entry of water into the dwelling. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural conservation and environmental protection zones. Complies with the Council's front boundary setbacks for the zone.
Pergola	Zones 1 (1), 1 (2), 2 (1), 7 (1), 7 (2), 7 (3), 7 (5) and 10	Maximum area of 30 square metres. Maximum height of 2.7 metres. If the roof is pitched, the maximum height of the pitched section is 3.5 metres. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural or environmental protection zones. If roofed, roof water is discharged to street, easement, watercourse, or otherwise without causing a nuisance. Complies with the Council's front boundary setbacks for the zone.	Maximum area of 30 square metres. Maximum height of 2.7 metres. If the roof is pitched, the maximum height of the pitched section is 3.5 metres. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural or environmental protection zones. If roofed, roof water is discharged to street, easement, watercourse, or otherwise without causing a nuisance. Complies with the Council's front boundary setbacks for the zone.
Plan of management sanctioned construction of minor structures, replacing a structure within the same footprint, or undertaking minor work as defined within an approved plan of management, and maintenance of any of the above	Land classified as community in any zone	Development is in accordance with plan of management approved by the Council.	Development is in accordance with plan of management approved by the Council.
Playground equipment on land classified as community land or land on which a school has been consented to	Land classified as community land or land on which a school has been consented to	Construction by or for the Council or the Department of Education and Training, as applicable. Designed, fabricated and installed in accordance with AS 1924 and AS 2155. Initial installation of facilities only—if not sanctioned by an approved plan of management.	Construction by or for the Council or the Department of Education and Training, as applicable. Designed, fabricated and installed in accordance with AS 1924 and AS 2155. Initial installation of facilities only—if not sanctioned by an approved plan of management.

Playground equipment on land not controlled by the Council and not on school land	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (2), 4 (3), 6 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	<p>If for residential use:</p> <p>(a) Maximum height of 2.1 metres.</p> <p>(b) Maximum ground coverage of 10 square metres.</p> <p>If for non-residential use:</p> <p>(a) Maximum height of 2.1 metres.</p> <p>(b) Maximum ground coverage of 10 square metres.</p> <p>(c) Provision of soft landing surfaces.</p> <p>All equipment:</p> <p>(a) Designed, fabricated and installed in accordance with AS 1924 and AS 2155.</p> <p>(b) Installed in accordance with manufacturer's specifications.</p>
Ponds/pools	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 6 (2), 7 (3) and 7 (5)	<p>Pond or pool is less than 300mm in depth.</p> <p>Area of pond or pool is less than 10 square metres.</p> <p>Not located within front setback.</p>
Privacy screens or trellises	All zones	<p>Must be constructed so that they do not obstruct the natural flow of stormwater drainage.</p> <p>Must not be located wholly or partly between a foreshore building line and the water body in relation to which the foreshore building line is fixed.</p> <p>Maximum height of 1.8 metres.</p> <p>Must comply with <i>Lake Macquarie Development Control Plan No 1—Principles of Development</i>.</p> <p>The Class 9b building has development consent or a building approval.</p> <p>Where the meeting is conducted for a not-for-profit or other charity fundraiser.</p> <p>Notice of event provided in writing to the Council at least 14 days in advance.</p> <p>No structural alteration to the premises.</p> <p>Compliance with the <i>Food Act 2003</i>, where refreshments are served.</p>
Public meetings—use of Class 9b buildings for this purpose	All zones	
Public signs (directional traffic advisory/warning and information signs)	All zones	<p>Located within a public road or footway or neighbourhood property under a neighbourhood scheme.</p> <p>Erected by or on behalf of the Council or the Roads and Traffic Authority.</p>
Re-cladding of roofs or walls including repair/maintenance of damaged materials	All zones	<p>Existing materials replaced with similar materials.</p> <p>Re-cladding not to involve structural alterations.</p> <p>Non-reflective materials used.</p> <p>Does not contravene the requirements of the</p>

		<p>Mine Subsidence Board for buildings in mine subsidence districts.</p> <p>Additional requirements for roof replacement:</p> <p>(a) where an existing roof is being replaced with the same material (ie metal to metal or tile to tile) and does not include changing the pitch of the roof,</p> <p>(b) if the work involves a metal roof where no electrical earthing arrangement is in place, the recladding of the roof shall include installation of such an arrangement in accordance with AS 3000—1986.</p> <p>Maximum height 1 metre.</p> <p>Masonry walls to comply with:</p> <p>(a) AS 3700—<i>Masonry Code</i>,</p> <p>(b) AS 3600—<i>Concrete Structures</i>,</p> <p>(c) AS 1170—<i>Loading Code</i>.</p> <p>Timber walls to comply with:</p> <p>(a) AS 1720—<i>Timber Structures</i>,</p> <p>(b) AS 1170—<i>Loading Code</i>.</p> <p>All retaining walls are to be constructed so that redirected water is disposed of without causing a nuisance to adjoining properties, and allow for adequate release of water likely to build up behind the wall.</p> <p>Effective erosion and sediment control provisions must be designed and implemented.</p>
Retaining walls	All zones	
Road works in, on, under or above a road, being:	All zones	
(a) maintenance, of all works and structures within the road reserve, including rehabilitation and reconstruction of pavements,		
(b) installation of traffic lights, traffic calming devices and pedestrian facilities,		
(c) installation of kerb and gutter and associated drainage works,		
(d) minor drainage works,		
(e) making driveway crossings,		
(f) linemarking,		

- (g) signposting,
- (h) sealing of gravel roads and areas,
- (i) footpaving and associated works,
- (j) minor intersection improvements or minor road widening.

Satellite dishes	All zones	Residential, rural and conservation/environmental protection zones: (a) Maximum diameter of 900mm.  (b) Maximum height of 9 metres above existing ground level.  (c) The installation does not encroach on any easements, rights-of-way, vehicular access or parking required for the property.  All other zones: (a) Maximum diameter 1,500mm.  (b) The installation does not encroach on any easements, rights-of-way, vehicular access or parking required for the property.  (c) The installation does not obscure any landscaping required for the property.
Shade structures—open weave fabric or mesh shade structures on residential properties, schools, childcare centres, public playgrounds, rural, conservation and environmental zones	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, and 6 (1)	Maximum height of support pole not to exceed 4 metres. Average height of structure not to exceed 3 metres. Maximum area not to exceed 30 square metres for residential properties and childcare centres in residential zones. Maximum area not exceeding 60 square metres in other places except in a rural zone where the structure is ancillary to the agricultural use of the land. Located behind the dwelling or building. Minimum setback of 900mm to side and rear boundaries in residential zones. Minimum setback of 5 metres to side and rear boundaries in rural conservation and environmental protection zones. Shade fabric is not to be placed vertically. The fabric is properly tensioned to accommodate prevailing wind loads, prevent wind generated noise and to facilitate drainage.
Shade structures (bird nets and the like)	Zone 1 (1)	Must be ancillary to agriculture.
Silos	Zone 1 (1)	Maximum capacity 120 tonnes. Maximum height 9 metres. Constructed of prefabricated metal.

Freestanding and not relying on other structures for support and erected in accordance with the manufacturer's specifications and/or an engineer's certification.

Minimum setback to property boundary being equivalent to the height of the silo plus 1 metre.

Minimum front setback 30 metres.

Skylight roof windows (including solartube or similar type installations)	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	
Solar water heaters	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5) and 10	
Stockyards and shelters used in conjunction with normal agricultural activities (excluding commercial or intensive uses)	Zones 1 (1) and 1 (2)	Maximum yard area of 1 hectare. Maximum height of shelters 3 metres. Shelter constructed of timber or metal. Minimum setback of 5 metres from side/rear boundary and not located in front of the building line or in front of any dwelling. A minimum of 40 metres to any dwelling. All runoff collected and treated to prevent pollution of any watercourse. Minimum front setback of 30 metres for shelters. Maximum area of shelter 120 square metres. Constructed by or for the Council. Designed, fabricated and installed in accordance with relevant SAA standards.
Street signs comprising name plates, directional signs and advance traffic warning signs	All zones	
Subdivision: (a) road widening,	All zones	Subdivision certificate must be endorsed by the Council.
(b) creating of public reserves,		
(c) creating drainage reserves,		
(d) consolidating allotments.		
Subdivision works:	Zones 2 (1) and 2 (2)	
(a) Battleaxe driveways		Maximum length of battleaxe drive 50 metres. Longitudinal grade < 16%. The height of any cut or fill, or the total height of a combination of cut and fill for the driveway is a maximum of 1 metre. To be constructed in accordance with Parts 1 and 2 (Subdivision and Development Engineering Guidelines) of Volume 2 of the guidelines supporting Lake Macquarie Development Control Plan No 1—Principles of Development. Any stormwater flows which are concentrated, as a result of the works, must be directly connected to a formed drainage system. Where the interallotment drainage works will be only on the land being subdivided.
(b) Interallotment drainage	Zones 2 (1) and 2 (2)	

Temporary site sheds—less than 6 months	All zones	<p>Where the interlot drainage serves less than 4 lots.</p> <p>To be constructed in accordance with Parts 1 and 2 (Subdivision and Development Engineering Guidelines) of Volume 2 of the guidelines supporting <i>Lake Macquarie Development Control Plan No 1—Principles of Development</i>.</p> <p>Pipe to be 150mm minimum diameter and of UPVC sewer grade.</p> <p>Connection to kerb must be via 2 x 90mm minimum diameter outlets or equivalent rectangular hollow section.</p> <p>Maximum area 20 square metres.</p> <p>Maximum height 2.7 metres.</p> <p>Roof water is discharged to street, easement, watercourse or otherwise without causing a nuisance.</p> <p>Where a formal development consent or complying development certificate is not in force for the site.</p> <p>Located wholly within property boundary.</p> <p>Marqueses and mini stages not in place longer than 1 week.</p> <p>Maximum gross floor area is 20 square metres.</p>
Temporary structures: (a) portaloos, (b) marqueses, (c) mini stages.	All zones	<p>Located in rear or side yard.</p> <p>Screened, if visible from the street.</p> <p>Must not reduce the structural integrity of the building or involve structural alterations.</p> <p>Installation to be carried out by a licensed person.</p>
Water heaters (excluding solar system)—new and replacement installations	All zones	<p>Generally:</p> <p>(a) The tank and any stand to be installed in accordance with manufacturers' specifications.</p> <p>(b) If within residential zones:</p> <p>(i) Maximum diameter or width 3 metres.</p> <p>(ii) (Repealed)</p> <p>(iii) Maximum height 2.4 metres.</p> <p>(iv) Located wholly behind the front building setback or, if there is more than one building frontage, wholly behind the building line of the frontage that is furthest away from the front boundary of the lot.</p> <p>(v) Noise from pumps not to exceed 5dbA at the wall of a dwelling on any adjoining property.</p> <p>(c) If within rural zones:</p> <p>(i) Maximum diameter or width 4.5</p>
Water tanks at or above ground level	Zones 1 (1), 1 (2), 2 (1), 2 (2), 7 (1), 7 (2), 7 (3), 7 (5), 9 and 10	

metres.		
(ii) Minimum setback 5 metres to side and rear boundaries.		
(iii) Maximum height 2.4 metres.		
(iv) Located wholly behind the front building setback or, if there is more than one building frontage, wholly behind the building line of the frontage that is furthest away from the front boundary of the lot.		
(v) Noise from pumps not to exceed 5dbA at the wall of a dwelling on any adjoining property.		
Windows, glazed areas and external doors	Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 7 (1), 7 (2), 7 (3) and 7 (5)	<p>Replacement in residential premises with materials that comply with:</p> <p>(a) AS 1288, <i>Glass in Buildings—Selection and installation</i>, and</p> <p>(b) AS 2208, <i>Safety Glazing Materials for Use in Buildings (Human Impact Considerations)</i>.</p> <p>No reduction in the area provided for light and ventilation.</p> <p>No removal of structural support members in affected walls.</p> <p>Located wholly within the boundaries of the property and not to encroach onto any registered easement.</p> <p>Freestanding and not relying on other structures for support.</p> <p>Built in accordance with engineer's certification for the structure and footings.</p> <p>Maximum height 9 metres.</p>
Windpumps (for pumping water etc but not for commercial power generation)	Zones 1 (1) and 1 (2)	

## Schedule 2 Subdivision standards

(Clause 24)

Note. The standards set out in the following table need to be read with the material at the end of the table headed "Explanation of entries in Table".

Zone and land use	Subdivisions not for the purpose of a strata, community, precinct or neighbourhood scheme		Subdivisions for the purpose of a neighbourhood scheme	
	Standard (rectangular) lot size	Batch size lot size	Other irregular shaped lot size	Density
1 (1) Rural (Production)	20 hectares (frontage not specified).			Neighbourhood lots as per minimum applicable lot size opposite.
1 (2) Rural	1 hectare (frontage not specified).			5 hectares and 8 lots/5 hectare

(Living)		1,600m <sup>2</sup> . Vehicular access from a neighbourhood lot to a public road must be via community property, precinct property or neighbourhood property (within the meaning of the <u>Community Land Development Act 1982</u> ), unless a dwelling on the land comprised in the lot has vehicular access to a public road immediately before the lot is created.	eg 12 on 7.5 ha, 16 on 10 ha etc.
2 (1) Residential	Subdivision creating $\geq 10$ lots is to provide a minimum of 20% of all lots as standard lots and 10% of all lots for small lot housing. Alternatively, all lots may be used for small lot housing if each lot is not less than 1,000m <sup>2</sup> .		
Dwelling-house, not included in small lot housing or dual occupancy—detached	450m <sup>2</sup> (14 metres), but corner lot (two street frontages, two, battle axe vacant land) 600m <sup>2</sup> (18 metre principal frontage and width of the allotment).	600m <sup>2</sup> (4 450m <sup>2</sup> 12 x 25 metres for one, 14 5 metres for metres). No more than two battle axe lots to share a single access way).	Neighbourhood lots as per minimum applicable lot size opposite.
Small lot housing	$\geq 250\text{m}^2$ and $<450\text{m}^2$ (frontage not specified).	Prohibited.	Neighbourhood lot size $\geq 250\text{m}^2$ and $<450\text{m}^2$ (frontage not specified).
Dual occupancy—detached development	600m <sup>2</sup> (17 metres).	600m <sup>2</sup> parent lot (17 metres).	Neighbourhood lots as per minimum applicable lot size.
Dual occupancy—attached development	500m <sup>2</sup> (17 metres). Corner lot (two street frontages). Areas as specified above. (20 metres as width of the allotment).	500m <sup>2</sup> (17 metres).	Neighbourhood lots as per minimum applicable lot size.
2 (2) Residential (Urban Living)			

Small lot housing	1,000m <sup>2</sup> parent lot. All lots created must be $\geq 250\text{m}^2$ and $<450\text{m}^2$ .	1,000m <sup>2</sup> parent lot. All lots created must be $\geq 250\text{m}^2$ and $<450\text{m}^2$ .	Neighbourhood lot size must be $\geq 250\text{m}^2$ and $<450\text{m}^2$ .
Multiple dwelling housing development	900m <sup>2</sup> (25 metres), but corner lot (two street frontages) 1,200m <sup>2</sup> (30 metres—as width of the allotment).	1,500m <sup>2</sup> (8 metres). 20 x 30 metres (25 metres).	Neighbourhood lots as per minimum applicable lot size opposite.
Residential flat building	1,200m <sup>2</sup> (30 metres), but corner lot (two street frontages) 1,500m <sup>2</sup> (30 metres—as width of the allotment).	1,200m <sup>2</sup> 25 x 35 metres (30 metres).	Neighbourhood lots as per minimum applicable lot size opposite.
3 (1) Urban Centre (Core)	No numeric standards.		
3 (2) Urban Centre (Support)	No numeric standards.		
4 (1) Industrial (Core)	4,000m <sup>2</sup> (40 metres).	4,000m <sup>2</sup> (12 metres).	4,000m <sup>2</sup> 35 x 50 metres (40 metres).
4 (2) Industrial (General)	1,500m <sup>2</sup> (25 metres).	1,500m <sup>2</sup> (9 metres).	1,500m <sup>2</sup> 20 x 35 metres (25 metres).
4 (3) Industrial (Urban Services)	1,500m <sup>2</sup> (25 metres).	1,500m <sup>2</sup> (9 metres).	1,500m <sup>2</sup> 20 x 35 metres (25 metres).
5 Infrastructure	No numeric standards.		
6 (1) Open Space	No numeric standards.		
6 (2) Tourism and Recreation	No numeric standards.		
7 (1) Conservation (Primary)	40 hectares (frontage not specified), but 100 hectares (frontage not specified) within South Wallarah Peninsula being land east of the Pacific Highway and south of the land to which <u>Lake Macquarie Local Environmental Plan 2000—North Wallarah Peninsula</u> applies.		
7 (2) Conservation (Secondary)	40 hectares (frontage not specified) in all cases.		
7 (3) Environmental (General)	40 hectares (frontage not specified). Must be able to contain a minimum area of 40 x 40 metres on a less than 1 in 5 slope.	40 hectares and 4 lots/40 2,500m <sup>2</sup> hectares eg 5 on Vehicular 50 ha etc.	access from a neighbourhood lot to a public road must be via community

		property, precinct property or neighbourhood property (within the meaning of the <u>Community Land Development Act 1989</u> ), unless a dwelling on the land comprised in the lot has vehicular access to a public road immediately before the lot is created.
7 (4) Environmental (Coastline)	No numeric standards.	
7 (5) Environmental (Living)	2 hectares (frontage not specified). Must include a minimum area of 40 x 40 metres with a less than 1 in 5 slope.	10 hectares and 10 lots/10 2,500m <sup>2</sup> hectares eg 15 on 15 ha etc. Vehicular access from a neighbourhood lot to a public road must be via community property, precinct property or neighbourhood property (within the meaning of the <u>Community Land Development Act 1989</u> ), unless a dwelling on the land comprised in the lot has vehicular access to a public road immediately before the lot is created.
8 National Park	No numeric standards.	
9 Natural Resources	No numeric standards.	
10 Investigation	Prohibited.	
Explanation of entries in Table	<p>Minimum area unless stated as To include a</p> <p>Minimum area unless stated as To include a</p> <p>Minimum area unless stated as To include a</p> <p>Minimum site area and includes any</p> <p>The figure</p>	

a maximum. The figure shown in brackets is the minimum frontage to a public road.	a maximum. Excludes area where the road access is provided only by street brackets shown in front building brackets is the setback. All lots created are to have width. frontage to a public road.	rectangular building site of the specified size. The figure shown in Figure provided is the minimum lot frontage at the building property. Each lot created in a rural or environmental zone is to have at least one common boundary with another neighbourhood lot as part of a "cluster" development.
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## Schedule 3 Reclassification of community land as operational land

(Clause 61)

Column 1 Locality	Column 2 Description	Column 3 Trusts etc not discharged
<b>Bennetts Green</b>		
16 Pacific Highway	Lot 14, DP 1013486, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)"	Nil.
18 Pacific Highway	Lot 13, DP 1013486, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)"	Nil.
20 Pacific Highway	Lot 12, DP 1013486, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)"	Nil.
22 Pacific Highway	Lot 11, DP 1013486, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)"	Nil.
<b>Cardiff South</b>		
1A Water Street	Part of Lot 63, DP 570307, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)"	Nil.
<b>Gateshead</b>		
6A Pacific Highway	Part of Lot 10, DP 1013486, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)"	Easement for water supply pipeline (DP165130) as noted on Certificate of Title Folio Identifier 10/1013486.

**Glendale****Lake Road**

Lot 11, DP 865769, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 13)"

Easement for transmission line (S447682; O171544); Easement for underground cables (S380540; Z646912); Two easements for watermain 7.5 wide and 3.66 wide (O189149), as noted on Certificate of Title Folio Identifier 11/865769.

**Macquarie Hills****2B Blaxland Road**

Lot 51, DP 790843, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)".

Easement for transmission line (K556111) as noted on Certificate of Title Folio Identifier 51/790843.

**1A Lawson Road**

Part of Lot PT4, DP 227813, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)".

Nil.

**Marks Point****1A Findon Street**

Lot 3, DP 505562, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)".

Nil.

**3A Findon Street**

Part of Lot 120, DP 592220, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)".

Easement for electricity purposes and right of carriageway (DP 592220) and Lease (3462625), as noted on Certificate of Title Folio Identifier 120/592220.

**Swansea****27 Lake Road**

Part of Lot 63, DP 18797, as shown edged heavy black on Sheet 2 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)".

Lease (8802695) and Transfer of Lease (9656620), as noted on Certificate of Title Folio Identifier 63/18797.

**Toronto****86A The Boulevard**

Lot 2, DP 612606, as shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 22)".

Nil.

**Warners Bay****5 Charles Street**

Part of Lot 3, DP 584391, as shown edged heavy black on Sheet 3 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)".

Lease (1645011) and Mortgage of Lease (1946289), as noted on Certificate of Title Folio Identifier 3/584391.

**7 Charles Street**

Lots 1 and 2 DP 584391, as shown edged heavy black on Sheet 4 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)".

Lease (1645011) and Mortgage of Lease (1946289), as noted on Certificates of Title Folio Identifiers 1/584391 and 2/584391.

**Schedule 4 Heritage items other than of Indigenous origins and including potential archaeological sites**

(Clause 48 and Dictionary)

**Part 1 Heritage items other than of Indigenous origins**

In this Schedule, for the purpose of listing property descriptions, the symbol *S* means identified as of State significance, *R* means identified as of regional significance, *L* means identified as of local significance, *PO* means Permissive Occupancy, *MS* means miscellaneous, *MD* means Maitland and *SP* means strata plan.

Item No	Significance Item	Address	Property description
<b>Argenton</b>			
AG-01	L	Newcastle Mines Rescue Station	533 Lake Rd Lot 2, DP 599233
AG-02	L	Former Cockle Creek Railway Bridge	2 (over) Cockle Creek (also see RT-09)
AG-03	L	Cockle Creek Railway Bridge	3 (over) Cockle Creek (also see RT-03)
AG-05	L	Church Hall and Anglican Church	477 Lake Rd 475 Lake Rd Lot 1, DP 125686 Lot 2, DP 125686
AG-06	L	Speers Point Tram Route	Frederick St (also see RT-02)
<b>Awaba</b>			
AW-05	L	Gatekeeper's Cottage	1 Wilton Rd Lot 1, DP 817297
<b>Barnsley</b>			
BY-02	L	Johnston Family Cemetery	14A Taylor Ave Lot 100, DP 630296
BY-03	L	Former Barnsley Public School	91 Appletree Rd Lot 2, DP 1001812
<b>Belmont</b>			
BM-01	L	House "Yarraget"	23 Bellevue Rd Lot 1, DP 881605
BM-04	L	Captain Bain's House	15 George St Lot 2, DP 13715
BM-05	L	House "The Bennals"	45 Walter St Lot D, DP 402085
BM-08	L	Former Ferry Wharf	55 Brooks Pde Belmont Wharf
<b>Belmont North</b>			
BN-01	L	Former John Darling Colliery	65 John Fisher Rd 85 John Fisher Rd 75 John Fisher Rd 55 John Fisher Rd John Darling Avenue Lot 1, DP 814551 Lot 2, DP 814551 Lot 3, DP 814551 Lot 4, DP 814551 Lot 11, DP 1027724
BN-04	L	Former Staff Houses, Colliery Row	3 Maranatha Ct 7 Maranatha Ct 9 Maranatha Ct 21 Maranatha Ct Lot 12, DP 848941 Lot 14, DP 848941 Lot 15, DP 848941 Lot 120, DP 853391
<b>Blackalls Park</b>			
BK-02	L	Railway Bridges	2 (over) Mudd Creek and 2 (over) Stony Creek (also see RT-11)
BK-03	L	Railway Station	26 South Pde (also see RT-11)
<b>Blacksmiths</b>			
BL-01	L	Fisherman's Cottage	167 Ungala Rd Lot 3, DP 237547
<b>Boolaroo</b>			

BR-01	L	Group of 4 Cottages	8 Creek Reserve Rd 10 Creek Reserve Rd 12 Creek Reserve Rd 14 Creek Reserve Rd	Lot 11, DP 616785 Lot 1, DP 301687 Lot 3, DP 8704 Lot 4, DP 8704
BR-02	L	Former Boolaroo Post Office	91 Main Rd	Lot 2, DP 809177
BR-04	L	Former Motor Garage	19 Main Rd	Lot 1, DP 125272
BR-05	L	Commercial Hotel	2 Main Rd	Lot 1, Section A, DP 3494, Lot 2, Section A, DP 3494
BR-06	L	House "Alida"	Lakeview Rd	Lot 4, Section M, DP 3494

**Booragul**

BU-01	L	Colliery Relics	155 Old Main Rd	Lot 33, DP 858667
BU-02	L	House "Awaba Park"	82 Marmong St 2b First St	Lot 120, DP 855520 Pt Lot 33, DP 755262
BU-03	L	Quigley Grave	24 Park Pde	Pt Lot 468, DP 774186

**Cams Wharf**

CW-01	L	Lord of the Manor Cams Cottage	13 Cams Wharf Rd	Lot 2, DP 616354
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**Cardiff**

CF-01	L	Row of 4 Shops with Cottages	275 Main Rd 279 Main Rd	Lot 21, DP 544989 Lot 22, DP 544989
CF-02	L	Brick Shops	281 Main Rd	Lot 4, DP 10789
CF-04	L	Former Doctor's Surgery	8 Michael St	Lot 2, DP 214463
CF-05	L	House	6 Michael St	Lot 1, DP 214463
CF-08	L	Cardiff Masonic Hall	4 Margaret St	Lot 12, Section B, DP 8186
CF-09	L	House	309 Main Rd	Pt Lot 34, DP 755233
CF-15	L	St Kevin's Cottage	230 Main Rd	Lot 1, DP 1015805
CF-16	L	St Kevin's Church	226 Main Rd	Lot 3, Section A, DP 4143
CF-17	L	Former Miner's Cottage	251 Main Rd	Lot 1, DP 303203

**Cardiff South**

CS-01	L	Former Colliery Tramway	14a Almore Cl 180 Macquarie Rd 235 Macquarie Rd (also see RT-15)	Lot 38, DP 827464 Lot 17, DP 727746 Lot 673, DP 805546
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**Catherine Hill Bay**

CH-03	L	Police Station and Lock Up	23-27 Clarke St	Lot 1, Section F, DP 163, Lot 3, Section F, DP 163, Lot 5, Section F, DP 163
CH-04	L	Wallerah Hotel	24 Clarke St	Lot 1, Section D, DP 163
CH-05	L	Cottages	10 Clarke St 12 Clarke St	Lot 71, DP 222717 Lot 72, DP 222717
CH-06	L	Cottages	21 Clarke St 19 Clarke St	Lot 78, DP 222717 Lot 79, DP 222717
CH-07	L	Cottage	17 Clarke St	Lot 80, DP 222717
CH-08	L	Cottages	9 Clarke St 7 Clarke St 5 Clarke St 3 Clarke St	Lot 84, DP 222717 Lot 85, DP 222717 Lot 86, DP 222717 Lot 87, DP 222717
CH-10	L	Cottage	3 Lindsley St	Lot 54, DP 222717

CH-12	L	Cottage	11 Lindsley St	Lot 58, DP 222717
CH-13	L	House "Wallerah House"	1a Keene St	Lot 2031, DP 841175
CH-14	L	Coal Loader Jetty	Southern end of the beach	Lot 2031, DP 841175
CH-16	L	Catherine Hill Bay Colliery Railway	Mine Camp to the coal loader jetty (also see RT-18)	
CH-17	L	House and 4 Norfolk Pines	38 Flowers Dr	Lot 22, DP 593154
CH-19	L	Anglican Church	71 Flowers Dr	Lot 21, DP 593154
CH-21	L	Group of cottages	27 Flowers Dr 29 Flowers Dr 31 Flowers Dr 33 Flowers Dr 35 Flowers Dr 37 Flowers Dr 42 Flowers Dr 44 Flowers Dr 46 Flowers Dr 48 Flowers Dr 50 Flowers Dr 54 Flowers Dr 56 Flowers Dr 58 Flowers Dr	Lot 14, DP 222943 Lot 15, DP 222943 Lot 16, DP 222943 Lot 17, DP 222943 Lot 18, DP 222943 Lot 19, DP 222943 Lot 41, DP 222943 Lot 42, DP 222943 Lot 43, DP 222943 Lot 44, DP 222943 Lot 45, DP 222943 Lot 47, DP 222943 Lot 48, DP 222943 Lot 49, DP 222943
CH-22	L	Hall	1 Northwood Rd	Lot 1, DP 407474
CH-24	L	House	26 Flowers Dr	Lot 1, DP 952963
CH-27	L	House	38 Flowers Dr (off Colliery Rd)	Lot 22, DP 593154
CH-32	L	Cemetery	8 Northwood Rd	Lot 7079, DP 1029250

**Charlestown**

CT-01	L	Miners' Cottages	300 Charlestown Rd 304 Charlestown Rd 306 Charlestown Rd 308 Charlestown Rd	Lot 2, DP 33470 Lot 4, DP 33470 Lot 5, DP 33470 Lot 6, DP 33470
CT-03	L	Cottage	32 Smith St	Lot 1, DP 213865
CT-04	L	Brick Cottage	36 Smith St	SP 43904

**Coal Point**

CP-01	L	Threlkeld's Mine	359 Coal Point Rd	Lot 172, DP 1037893
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**Cooranbong**

CB-01	L	Grave "Frost's Rest"	1 Frost Rd	Lot 1, DP 919600
CB-02	L	Catholic Church and Cemetery	6 Martinsville Rd	Lot 1, DP 197852
CB-03	L	Former Post Office	41 Martinsville Rd	Lot 120, DP 755223
CB-06	L	House	9 Kings Rd	Lot 3, DP 549007
CB-07	L	House	8 Kings Rd	Lot 1, DP 798409
CB-08	L	North Corumbung Cemetery	100 Martinsville Rd	Land in Deed of Conveyors Vol 687, Fol 202
CB-09	L	Suspension Footbridge	Off Victory St—Crosses Dora Creek	
CB-17	L	Water Tower	15 Central Rd	Lot 20, DP 3534
CB-18	L	Bethel Hall	50 Central Rd	Lot 18, DP 129134

CB-21	L	College Hall	50 Central Rd	Lot 18, DP 129134
CB-22	L	Science Hall	50 Central Rd	Lot 18, DP 129134
CB-23	L	House "The Laurels"	50 Central Rd	Lot 18, DP 129134
CB-24	L	Auditorium	50 Central Rd	Lot 9, Section 7, DP 3533
CB-26	L	Sanitarium Health Foods Factory	70 Central Rd	Lots 6, 7 and 8, Section 1, DP 3533
			50 Central Rd	Lot 1, DP 938761
			50 Central Rd	Lot 18, DP 129134
CB-27	L	Sanitarium Dairy Farm	15 Central Rd	Lots 18 to 23, Section 3, DP 3533
CB-28	L	House "Three Bells"	597 Freemans Dr	Lot 201, DP 1059478
CB-29	L	Cottage	661 Freemans Dr	Lot A, DP 416325
CB-31	L	House "Sunnyside"	27 Avondale Rd	Lot 2, DP 204207

**Dora Creek**

DC-02	L	House	16 Dora St	Lot 11, DP 533825
DC-03	L	Holmes Store	3 Watt St	Lot 38, DP 528601

**Dudley**

DL-01	L	Cast Iron Reservoir	147 Ocean St	Lot 1, 446723
DL-03	L	Two Miner's Cottages	125 and 127 Ocean St	Lots 1, 2 and 3, Section D, DP 2657
DL-04	L	Dudley Public School	124 Ocean St	Lot 143, DP 755233
DL-06	L	Pensioners Hall	98 Ocean St	Lot 1, DP 931771
DL-07	L	Ocean View Hotel	85 Ocean St	Lot 20, Section A, DP 2304
DL-08	L	Royal Crown Hotel	94 Ocean St	Lot 18, Section B, DP 2304
DL-09	L	Former Miner's Cottage	31A Thomas St	Lot 9, Section D, DP 2657
DL-10	L	Former Miner's Cottage	29 Thomas St	Lot 11, Section D, DP 2657

**Edgeworth**

EW-07	L	School Teacher's Residence	7 Minmi Rd	Lot 106, DP 755262
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**Eraring**

ER-01	L	Eraring Power Station	4 Cross St	Lot 10, DP 1050120
			22B MR 217, Myuna Bay	Lot 20, DP 840668
			22C MR 217, Myuna Bay	Lot 211, DP 840670
			20A MR 217, Myuna Bay	Lot 50, DP 840671
			20 MR 17, Myuna Bay	Lot 51, DP 840671
			22A MR 217, Myuna Bay	Lot 11, DP 1050120

**Fassifern**

FF-01	L	Fassifern Railway Cottage	Wallend Rd	Lot 1, DP 854050
FF-02	L	Toronto Railway Overbridge	(over) Fassifern Rd (also see RT-11)	
FF-03	L	Fassifern Railway Station	29 Fassifern Rd	

**Freemans Waterhole**

FW-01	L	Headframe Former Mining Museum	890A Freemans Dr	Lot 80, DP 610602
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**Glendale**

GD-01	L	Cardiff Railway Workshops	460 Main Rd	Lot 1, DP 1022127
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**Holmesville**

HV-04	L	Brick House	47 Appletree Rd	Lot 3, Section B, DP 4479
HV-06	L	Brick House	54 Appletree Rd	Lot 22, DP 740832
HV-07	L	House	20 William St	Lot 14, Section E, DP 5432
HV-08	L	Former Police Station	20 Charlotte St	Lot 15, Section E, DP 5432
HV-09	L	Post Office Store	18 George St	Lot 1, Section L, DP 3442
HV-11	L	Holmesville Hotel	21 George St	Lot 20, Section M, DP 3442
HV-20	L	House	32 Seaham St	Lot 42, Section B, DP 4479
HV-24	L	Railway Station	Killingworth Rd (also see RT-09)	

**Kahibah**

KH-01	S	Glenrock Railway and Mine Entrance and early coal mining sites	Glenrock State Recreation Area	Lot 1, DP 523208 and Lot 21, DP 575387
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**Killingworth**

KW-02	L	Elcom Newcastle Substation	101 Killingworth Rd	Lot 1, DP 619513
KW-03	L	Former Killingworth Hotel	39 Killingworth Rd	Lot 2, DP 619513
KW-05	L	Soldier's Memorial	26 The Broadway	Lot 13, Section E, DP 4339
				Lot 1, Section D, DP 4339

**Kotara South**

KS-01	L	South Waratah Colliery	31 Kirkdale Dr (also see RT-06)	Lot 132, DP 243393
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**Martinsville**

MV-01	L	Public School	2 Martinsville Rd	Lot 157, DP 823773
MV-02	L	House "Woodside"	32 Wilkinson Rd	Lot 1, DP 741192
MV-03	L	Dora Creek Bridge	Owens Rd	
MV-04	L	Farm House "Wonga Hill"	10a Owens Rd	Lot 63, DP 661760

**Morisset**

MS-01	L	Stationmaster's House	58 Dora St	Pt Lot 1, DP 1002965
MS-08	L	Morisset High School	33 Bridge St	Lot 3, Section 40, DP 758707
MS-10	L	Tree—Morisset's Campsite	147 Macquarie St	Lot 7045, DP 93593
MS-12	S	Morisset Hospital Wards 5 and 6	84 Bridge Street, Morisset	Lot 1, DP 880557
MS-13	S	Morisset Hospital Ward 9, Clinical Dept	84 Bridge Street, Morisset	Lot 1, DP 880557
MS-14	S	Morisset Hospital Ward 10	84 Bridge Street, Morisset	Lot 1, DP 880557
MS-15	S	Morisset Hospital The Chapel	84 Bridge Street, Morisset	Lot 1, DP 880557
MS-16	S	Morisset Hospital Recreation Hall	84 Bridge Street, Morisset	Lot 1, DP 880557
MS-17	S	Morisset Hospital The	69a Fishing Point Rd, Morisset	Lot 1 DP 880557

MS-19	L	Main Store	Bonnells Bay	
	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Residence No 1	Bonnells Bay	
MS-20	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Ward 17, General Psychiatry	Bonnells Bay	
MS-23	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Ward 12	Bonnells Bay	
MS-24	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Residence No 3	Bonnells Bay	
MS-25	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Maximum Security Division	Bonnells Bay	
MS-26	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Cottage Row	Bonnells Bay	
		Residence Nos 16, 17, 18, 19, 20 and 21		
MS-29	S	Morisset Hospital	69a Fishing Point Rd, Lot 1 DP 880557	
	L	Water Supply Dam	Bonnells Bay	
		Pourmalong Creek		

**Nords Wharf**

NW-01	L	Former Guesthouse "Kurrawilla"	127 Marine Pde	Lot 4 to 9, DP 23483
NW-02	L	"Nords Wharf"	43c Nords Wharf Rd	PO 1970/126

**Pelican**

PF-01	L	Cabbage Trees	5 Soldiers Rd 25 Soldiers Rd 35 Soldiers Rd	Pt Lot 135, DP 755233 Lot 103, DP 755233 Lot 102, DP 755233
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**Railways and tramways**

RT-01	L	West Wallsend Steam Tram Line	West Wallsend to Newcastle via Wallsend, Holmesville, Estelville, Edgeworth and Glendale	
RT-02	L	Speers Point Steam Tram Line	Newcastle to Speers Point via West Wallsend	
RT-03	L	Great Northern Railway	Line passes through Lake Macquarie from Garden Suburb to Wyec	
RT-04	L	Belmont Railway	Adamstown to Belmont, the New Redhead Estate and Coal Company Railway	
RT-05	L	Branch Lines from the Belmont Railway	Burwood No 3 Colliery, Whitebridge, Dudley Colliery, Dudley, Lambton Colliery, Redhead, John Darling Colliery, Belmont North, Belmont Colliery	Lots 1, 2 and 9, DP 1038830

RT-06	L	Raspberry Gully Line Railway	Sidings, Belmont Opposite Dalpura Lane to the Main Northern Railway Line, near Adamstown along Styx Creek	
RT-09	L	Seaham, West Wallsend, Fairley and Killingworth Railway	Cockle Creek to Seaham No 1 Colliery at Seahampton with branches to Fairley and Killingworth	
RT-10	L	Rhonda Colliery Railway	From West Wallsend railway on the northside of Stockton Borehole Colliery to the Rhonda Colliery south of Rhonda Rd, Terahba	
RT-11	L	Fassifern to Toronto Branch Railway Line	Fassifern Railway Station to Toronto Railway Station and then Toronto Wharf	
RT-14	L	Wyec Coal Conveyor Railway Loop	North of Wyec to Vales Point Power Station	
RT-15	L	Cardiff South Colliery Tramway	Macquarie Rd, Cardiff South	
RT-18	L	Catherine Hill Bay Colliery Railway	From Mine Camp, north of the township, to the coal loader	

**Rathmines**

RM-01	L	Catalina Memorial Nursing Home	171 Dorrington Rd	Lot 2, DP 226531
RM-02	L	Community Hall	1 Overhill Rd	Lot 64, DP 596913
RM-03	L	Catamaran Club	1 Overhill Rd	Lot 64, DP 596913
RM-04	L	Christadelphian School	2 Stilling St	Lot 5, DP 226534
RM-05	L	Flying Boat Ramps	1 Overhill Rd	Lot 64, DP 596913
RM-06	L	Rathmines Bowling Club	1 Stilling St	Lot 4, DP 226533
RM-07	L	Catalina War Memorial	1 Overhill Rd	Lot 64, DP 596913
RM-08	L	Rathmines Holiday Camp	3 Stilling St	Lot 1, DP 226530
RM-09	L	Brick Store	1 Overhill Rd	Lot 64, DP 596913
RM-10	L	Boat Slip	1 Overhill Rd	Lot 64, DP 596913

**Redhead**

RH-01	L	Lambton Colliery	1 Geraldton Dr	Lot 68, DP 878840
RH-03	L	Under-Manager's House	17 Geraldton Dr	Lot 7, DP 878840
RH-04	L	"The Gables"	87 Redhead Rd	Lot 4, DP 737493
RH-07	L	Mine Manager's House	21 Elsdon St	Lot 100, DP 609787

**Speers Point**

SP-03	L	House	10 Council St	Lot 1, DP 518527
SP-04	L	House	8 Council St	Lot 1, DP 521920
SP-08	L	House	18 Alley St	Lot 11, DP 525378
SP-09	L	House	37 Alley St	Lot 1, DP 587774
SP-10	L	Cottage	64 Speers St	Lot 1, DP 348879
SP-11	L	House	66 Speers St	Lot 3, DP 562487
SP-12	L	House	41 Albert St	Lot 1, DP 962726
SP-13	L	House	74 Speers St	Pt Lot 1, DP 956798
SP-14	L	House	214 The Esplanade	Lot 1, DP 108865
SP-16	L	House "The Knoll"	374 The Esplanade	Lot 3, DP 786053
SP-17	L	House	332 The Esplanade	Lot 4, DP 350608
SP-19	L	House	302 The Esplanade	Lot 32, DP 564214
SP-23	L	House	282 The Esplanade	Lot 145, DP 558308
SP-25	L	Former Lake Macquarie Council Chambers	143 Main Rd	Lot 13, DP 810700
SP-26	L	House	141 Main Rd	Lot 1, DP 368588
SP-29	L	Speers Point Garage	153 Main Rd	Lot 12, Section A, DP 4063
SP-30	L	House "Shangrila"	157 Main Rd	Lot 11, Section A, DP 4063
SP-31	L	House	159 Main Rd	Lot 10, Section A, DP 4063
SP-34	L	Lakeview Street Theatre	81 Lakeview St	Lot 14, Section B, DP 4063
SP-36	L	Shelter Shed	15 Park Rd	Lot 1, DP 998238
SP-37	L	Minnenwerfer (or German Mortar)	15 Park Rd	Lot 1, DP 998238

**Swansea**

SS-02	L	The Swansea Hotel	196 Pacific Hwy	Lot 2, DP 634759
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**Swansea Heads**

SD-02	L	Coast Guard Station	3a Lambton Pde	Lot 548, DP 39981
SD-03	L	Reid's Mistake, Head and Channel	7a Lambton Pde	Pt Reserve 88033

**Teralba**

TA-03	L	Shop	10 Anzac Pde	Lot 1, DP 999965
TA-08	L	House "Moria"	59 York St	Lot 17, DP 816302
TA-09	L	Teralba Public School	57 York St	Lot 2, DP 795123
TA-10	L	Great Northern Hotel	2 Anzac Pde	Lot 7, Section A, DP 447469
TA-11	L	House "AS"	101 Railway St	Lot 261, DP 554269
TA-12	L	Station Master's Cottage	150 Railway St	Lot 3, DP 831957
TA-13	L	Teralba Cemetery	20 Pitt St	Lot 31, DP 858667
		Billygoat Hill		
TA-16	L	Gartlee Mine	159 Railway St	Lot 1, DP 780614
TA-17	L	Rhonda Colliery	23a Unnamed Rd	Lot 76, DP 755262, Lot 13, DP 755262

**Toronto**

TT-01	L	House "Manuka"	182 Excelsior Pde	Lot 461, DP 389541
TT-06	L	House "The Moorings"	2 Jarrett St	Lot A, DP 368417

TT-08	L	Toronto Cemetery	354 Awaba Rd	Lots 7044 to 7046, DP 1052029 and Lot 7058, DP 1052031
TT-09	L	Toronto Hotel	74 Victory Pde	Lot 201, DP 549239
TT-11	L	Former Railway Station	16 Victory Row	Lot 220, DP 1021925
TT-12	L	Frith's Store	66 The Boulevard	Lot B, DP 390795
TT-15	L	Building Restaurant	24 Victory Pde	Lot 1, DP 301366
TT-16	L	Royal Motor Yacht Club Annex	8 Arnott Ave	Lot 12 to 15, DP 456286
TT-17	L	Building Restaurant	6 Arnott Ave	Lot X, DP 406274, Pt Lot 424, DP 823708, Lot 1, DP 917503
TT-18	L	Boatman's Cottage	4 Arnott Ave	Lot 1, DP 950464
TT-19	L	Boathouse and Winches Lakefront	4 Arnott Ave	Lot 1, DP 950464 PO 65/60
TT-20	L	House	4 Arnott Ave	Lot 1, DP 950464
TT-21	L	House "Burnbrae"	32 Renwick St	Lot 1, DP 122786
TT-22	L	Station Master's Cottage	98 Brighton Ave	Lot 1, DP 125979
TT-23	L	House "McGeachie's"	109 Brighton Ave	Lot 2, DP 515029
TT-29	L	Convent of Mercy	26 Renwick St	Lot 2, DP 314496
TT-30	L	House	23 Renwick St	Lot 2, DP 350492
TT-38	L	Cottage	6 Renwick St	Lot 21, Section 7, DP 4236
TT-42	L	House	16 Hunter St	Lot 111, DP 596414
TT-43	L	Winn's House	19 Hunter St	Lot 100, DP 717511

**Wangi Wangi**

WG-01	S	Wangi Power Station	80 Donnelly Rd	Lot 101, DP 880089
WG-04	L	House "Dobell House"	47 Dobell Dr	Lot 13, DP 8840

**Warners Bay**

WB-01	L	House "All's Palace"	6 Fairfax Rd	Lot 2, DP 20222, Lot 34, DP 20222, Pt Lot 1, DP 20222
WB-02	L	First Orange Orchard	The slope with north eastern aspect falling from crest of hill at corner Beryl and Mills Sts down to creek and tramway	(WB-03)
WB-03	L	Mine Pithead and Coal Tramway to Lake	Follows creek from below Barbara St, to Lake between Howard and James Sts	

**West Wallsend**

WW-01	L	West Wallsend Football Club Ground	3 Laidley St, Johnson Park	Lot 1, DP 421411
WW-02	L	West Wallsend (No 1) Colliery	off Wilson St	Pt Lot 106, DP 1000408
WW-05	L	Cottage	12 Carrington St	Lot 6, Section Z, DP 3809
WW-06	L	Cottage	15 Carrington St	Lot 15, Section D, DP 2252
WW-08	L	House "Earsdon"	20 Carrington St	Lot A, DP 370073

WW-10	L	Cottage" Former Shop and Doctors surgery	47 Carrington St	Lot 16, Section C, DP 2252
WW-11	L	House	47 Carrington St	Lot 16, Section C, DP 2252
WW-12	L	Former Shop and House	52 Carrington St	Lot 2, Section G, DP 2252
WW-13	L	Post Office and Residence	54 Carrington St	Lot 1, Section G, DP 2252
WW-14	L	Catholic Church and Convent	5 Hyndes St	Lot 15, Section G, DP 2252, Lot 16, Section G, DP 2252, Lot 1, DP 500232, Lot 2, DP 500232
WW-15	L	Soldiers' Memorial and Park	49 Carrington St	Lot 1, DP 301342
WW-16	L	Workers' Club	51 Carrington St	Lot 11, DP 863266
WW-18	L	Clyde Inn Hotel	57 Carrington St	Lot 12, Section B, DP 2252
WW-19	L	House	59 Carrington St	Lot A, DP 382915
WW-23	L	Former School of Arts	65 Carrington St	Lot 21, DP 875161
WW-26	L	West Wallsend Co-Op	76a Carrington St 6 Withers St 8 Withers St	Lot 7, Section E, DP 2252 Lot 8, Section E, DP 2252 Lot 9, Section E, DP 2252
WW-31	L	West Wallsend Public School	49a Wallace St	Lot 5, Section J, DP 2252, Lot 6, Section J, DP 2252, Lot 7, Section J, DP 2252, Lot 8, Section J, DP 2252, Lot 9, Section J, DP 2252, Lot 10, Section J, DP 2252, Lot 11, Section J, DP 2252, Lot 12, Section J, DP 2252, Lot 1, DP 415746, Lot 1, DP 103681, Lot 1, DP 203314, Lot 1, DP 418805
WW-32	L	Miners' Memorial	49a Wallace St	Lot 8, Section J, DP 2252
WW-33	L	Presbyterian Church	48a Wallace St	Lot 1, Section O, DP 2253
WW-35	L	Baptist Church	49 Wallace St	Lot 15, Section K, DP 2252
WW-38	L	Former Northumberland Hotel	1 Hyndes St	Lot 11, DP 565278
WW-39	L	Cottage	53 Wilson St	Lot B, DP 315094
WW-40	L	Cottage	8 Laidley St	Lot B, DP 319636
WW-41	L	Museum Hotel	70 Wilson St	Lot 21, DP 700424
WW-46	L	Mt Sugarloaf and the Sugarloaf Range	Mt Sugarloaf Rd	Lot 1, DP 231108, Lot 2, DP 231108, Lot 21, DP 223395, Lot 1, DP 207238, Lot 1, DP 338999, Lot 121, DP 755262
WW-47	L	Mt Sugarloaf No 1 Colliery	Mt Sugarloaf Rd	Lot 7, DP 813135
WW-50	L	West Wallsend Cemetery	Cemetery Rd	Lots 980 and 981, DP 589701
WW-52	L	West Wallsend Valve House and Underground Reservoir	30a George Booth Dr, Estelville	Lot 1, DP 923587

## Whitebridge

WH-01	L	Whitebridge Cemetery	132a Dudley Rd	Lots 1697, 1698 and 1731, DP 755233
WH-02	L	House	105 Burwood Rd	Lot 7, DP 800730
WH-08	L	Railway Cutting and Bridge	Old Dudley Rd (also see RT-04)	
WH-09	L	Captain Bulls Garden	76 Bulls Garden Rd	Lot 10, DP 220823
<b>Wyee</b>				
WY-02	L	Wyee Channel	Extending north, from the Wyee Dam, passing under Summerhayes Rd	

## Part 2 Potential archaeological sites other than of indigenous origins

Item No	Significance	Item	Address	Property description
1		Wharf	Middle Camp Beach, Catherine Hill Bay	
2		Wallerah East Pit	Flowers Dr, Catherine Hill Bay	
3		Newstan Colliery	Fassifern Rd, Fassifern	
4		Lambton Colliery Redhead	Crown Land Redhead	Lot 2050, DP 823153
5		Arnos Bros, Quarry	Teralba	
6		North Burwood Colliery	Burwood Rd, Whitebridge	
AW-08	L	Railway Station cottage	34 Brisbane St, Awaba	

## Schedule 5 Natural heritage items

(Clause 49)

## Part 1 Items relating to fossils

Item No	Significance	Item	Address	Property description
<b>Blackalls Park</b>				
BK-01	L	Fossil Tree Sections	Venetia Ave	Lot 6, DP 12604
BK-04	L	Fossil Tree Reserve	40 Aldon Cr	Reserve 38237
<b>Swansea Heads</b>				
NI	L	Numerous fossil tree stumps preserved in situ—remains of fossil forest	Off Lambton Pde	Adjacent to Reserve 88033 and DP 39981

## Tingira Heights

TH-01	S	Nature Reserve and being permian fossil insect horizon	Burton Rd	Lot 180, DP 755233 and area from Belmont to Warners Bay depicted on Map prepared by OLEM Knight, titled <i>Permian Fossil Horizon Belmont— Warners Bay 1949</i> (Records of the Australian Museum 1950)
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## Part 2 Landmark of Aboriginal and European heritage significance

## supporting tree groups and individual trees

Item No	Significance Item	Address	Property description
LM-01	L	Pulbah Island	

## Schedule 6 Places or potential places of Aboriginal heritage significance

(Clause 49)

## Part 1 Places of Aboriginal heritage significance

Item No	Significance Item	Address	Property description
Various	All sites identified in the last edition of the National Parks and Wildlife Service's Aboriginal Sites Register available at the office of the Council		All properties identified as an Aboriginal site in that Register

## Part 2 Potential places of Aboriginal heritage significance

Item No	Significance Item	Address	Property description
Various	All sites, localities and landscapes identified in the <i>Lake Macquarie Aboriginal Heritage Study Report</i> available at the office of the Council		All properties identified as an Aboriginal site, locality or landscape held in the records of Lake Macquarie City Council

## Schedule 7 Additional development allowed on certain land

(Clause 39)

Item No	Column 1	Column 2
1	(Repealed)	
2	Land at Wyee Point being Lot 48, DP 1035946.	Development for the purpose of eco-tourism facilities.
3	Land at Redhead, part of Lot 6001, DP 787873, Kalaroo Road, Redhead.	Long term residential occupation of movable dwellings.
4	Land at Wyee Point, incorporating the parcels created by Strata Plans Nos SP 33591, SP 34019, SP 51315, SP 52847, SP 53446, SP 58403, SP 63806, SP 63807, SP 64978, SP 65565, 77 Rutleys Road, Wyee Point.	Development providing accommodation and other land uses predominantly for tourist destination as an integrated community containing a range of accommodation types (including dwellings) and land uses including retail, recreation and community activities appropriate to the community's needs.
5	Land in the vicinity of Rafferty's Road Cam's Wharf, shown in Deposited Plan Nos DP 270043, DP 285138, DP 285268, DP 285325, DP 285410, DP 285518, DP 285546, DP 285579, DP 285636.	Development predominantly for tourist destination as an integrated community containing a range of accommodation types (including dwellings) and land uses including retail, recreation and community activities appropriate to the community's needs.

6	Land at Cam's Wharf, being Lot 1 DP 926581 and subdivided as Lots 321, 322, 323 and 324, DP 864517.	community's needs. Erection of one dwelling house on each of the 4 lots within DP 864517.
7	So much of the land in the vicinity of Minmi Road, Cameron Park Drive and George Booth Drive, Edgeworth, in Lot 216, DP 1036819 as is within Zone 7 (2) and is not the subject of acquisition by the Council.	Development that results in cluster housing or tourist facilities (or both) on a site area consisting of land described in Column 1, but only if: (a) the ratio of the part (if any) of the site area occupied by tourist facilities to the whole of the site area does not exceed 0.5:1, and (b) not more than 2.5% of the site area is physically disturbed by the carrying out of development for the purpose of dwelling houses, and (c) the density of the dwelling houses (if any) must not exceed one dwelling house for every 5 hectares of the site area.

If land is subdivided after any such development has been carried out on it, or if consent is granted for the carrying out of any such development on land at the same time as consent is given for subdivision of the land, the subdivision may be carried out only under the *Strata Schemes (Freehold Development) Act 1973*, the *Strata Schemes (Leasehold Development) Act 1986* or the *Community Land Development Act 1989*.

Any development that is allowed on land in the adjoining zone may be carried out, but only if the consent authority, before granting consent for any such development, has had regard to the guidelines and parameters adopted in the establishment of the relevant zone boundary (as evidenced by any environmental study, assessment or report prepared in relation to the creation of that zone boundary) and is satisfied:

- (a) that the land is suitable having regard to all likely environmental impacts, including slope, access, drainage, bushfire hazard, conservation value, geotechnical instability, erosion hazard, visual significance, and
- (b) that the development will not reduce the area of open space required to meet the needs of any population increase as a result of the development, and
- (c) that the development will not reduce the conservation value of the locality required for the protection of flora and fauna species, having regard to all matters, including perimeter effects and the impact of the development on the total area of land identified as relevant for conservation.

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| 8  | Land at Mirrabooka, being Lot 16, DP 28068, Hillcrest Road, Mirrabooka.   | Subdivision into not more than 4 lots and the erection of a dwelling house on each lot so created.  |
| 9  | Land at Mirrabooka, being Lot 17, DP 28068, Hillcrest Road, Mirrabooka.   | Subdivision into not more than 2 lots and the erection of a dwelling house on each lot so created.  |
| 10 | Land at Mirrabooka being Lots 18 and 20, DP 28068, Hillcrest Road, Mirrabooka.  | Subdivision of each lot into not more than 2 lots and the erection of a dwelling house on each vacant lot so created.   |
| 11 | Land at Morisset, Lot 9, DP 758707, Texrigal Street, Morisset.  | Development for the purpose of a mortuary.  |
| 12 | Land at Cam's Wharf, being a subdivision of Lot 2, DP 517892, subdivided as Lots 1, 2 and 3, DP 1022805, Cam's Wharf Road, Cam's Wharf. | The erection of a dwelling house on each lot within DP 1022805.   |
| 13 | Land at Morisset, Lot 401, DP 1001919.  | Development for the purpose of a retail market, being operated on Saturday and Sunday between the hours 7:30am to 6:00pm, with a gross floor area no greater than 10,300 square metres.   |
| 14 | Land at Fairfax Road, Warners Bay, being so much of Lot 22, DP 1015155 as is within Zone 7 (2).   | Subdivision into not more than 3 lots, but only if each of the existing dwellings is located on a separate lot and the remaining lot is of such a size and configuration, and in such a location, as to satisfy drainage requirements and is reserved for drainage. |

#### Schedule 8 Land subject to special development requirements

(Clause 42 (1))

Item No	Column 1	Column 2
1	Land at Buttaba being land in DP 1128, DP 12507, DP 584905 and DP 807936, zoned 2 (1) or 7 (1).	A development control plan must have been approved by the Council before consent is granted for any development. This development control plan must include recommendations about flora and fauna conservation, soil erosion and sedimentation control, drainage and water management, bushfire risk management, conservation of Aboriginal archaeology, urban design, subdivision pattern and development staging, and appropriate construction types and methods.
2	Land at Morisset Park, being Lot 38 DP 755242, as shown edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 2004".	<p>A master plan must have been adopted by the Council before consent is granted for any development. This master plan must include recommendations about the following:</p> <ul style="list-style-type: none"> <li>(a) measures to assess, support, manage and conserve places and items of cultural heritage,</li> <li>(b) measures to deliver a diversity of social and economic opportunities including employment,</li> <li>(c) a strategy for the staged delivery of social infrastructure and services,</li> </ul>

- (d) measures that will achieve a balance between ecological, visual, scenic, cultural and heritage values and site sensitive development,
  - (e) the application of ESD principles,
  - (f) principles and a detailed strategy for the management of natural features, foreshore processes and hazards,
  - (g) measures to achieve development that is complementary to and reflects the character of surrounding urban developments,
  - (h) the location and design of development in a manner that complements the on-site and surrounding natural environment, including recommendations for the retention of vegetation,
  - (i) the precise location of development within different parts of the site to allow detailed site planning to achieve the most appropriate configuration of buildings, roads and other works to minimise potential environmental and visual impacts,
  - (j) providing for a diversity of built form that considers building height, form, massing, materials, colour and reflectivity, among others, in the design process with the intent of minimising impacts with surrounding developments and the lakeshore environment,
  - (k) meeting the objectives of the NSW Coastal Policy in planning and design across the site,
  - (l) retaining the natural form of the foreshore of Lake Macquarie and providing for public access links to the adjoining Lake Macquarie State Recreation Area,
  - (m) an urban form and structure that encourages walking, cycling and public transport use,
  - (n) the location and design of roads and pedestrian/cycleway systems to maximise the opportunity for public access to foreshore areas.
- For all land described opposite, the master plan referred to in item 2 above must include recommendations about the following additional matters:
- (a) location and design of development in a manner that allows site sensitive residential development that responds to

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| 3 | Land at Morisset Park in Zone 2 (1) as shown edged with a broken black line within the area edged heavy black on the map marked "Lake Macquarie Local Environmental Plan 2004", being part Lot 38, DP 755242. |
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existing vegetation values, ecological values and visual aspects of this part of the site,

(b) location and design of developments in a manner that complements the on-site and surrounding natural environment, including retention of existing vegetation,

(c) measures to locate and design development within this part of the site to conserve and enhance the visual, ecological and environmental values of the site, including recommendations for the retention of vegetation,

(d) measures to provide for a diversity of built form that considers building height, form, massing, variable roof forms, materials, colour and reflectivity, among others, in the design and process and complements surrounding developments and the lakeshore environment,

(e) measures to site, consolidate and/or cluster buildings to create built forms that maintain existing vegetation cover and minimise potential environmental and visual impacts.

- 4 Land at Macquarie Hills, fronting Lawson Road, being part of Lots 1-3, DP 218658 and Lot 30, DP 879072.

A development control plan applying only to the land must have been adopted by the Council before consent is granted for any development. This development control plan must address, to the satisfaction of the Council, habitat corridors, slope stability, drainage, water quality management, visual impact and access to the proposed development.

- 5 Land at Bonnell's Bay, fronting Fishery Point Road and Station Street, being Lot 43, DP 876821, Lot 1, DP 1086630 and Lot 7068, DP 1021263.

A development control plan for the land must have been adopted by the Council before consent is granted for any development. The development control plan must address, to the satisfaction of the Council, flora and fauna conservation, water quality management, visual impact and site access and mobility.

#### Schedule 9 Consent to development subject to special requirements

(Clauses 42 (2))

Item No	Column 1	Column 2
1	Land at Warners Bay, being Lot 1, DP 204920, Myles Avenue, Warners Bay.	Provision for future vehicle and pedestrian access through Hillsborough Road, Warners Bay in a manner that is satisfactory to the Council.
2	Land at Estelville, being land in Lot 1, DP 877349, Part 301, DP 866450 and Part 1000, DP 870854, Cameron Park Drive, Cameron Park, being land in Zone 4 (1).	All stormwater must be detained and treated within the site boundaries. There must be no direct vehicular access to or egress from the site from or to the F3 Freeway, George Booth Drive or the Newcastle Link Road. There must be no direct vehicular or

pedestrian access to Cameron Park Drive from lots fronting Cameron Park Drive. A vegetation buffer is to be established along the adjoining F3 Freeway, the Newcastle Link Road and Cameron Park Drive to the satisfaction of the Council.

#### Schedule 10 Development by public authorities

(Clause 10)

##### 1 Rail transport

The carrying out by persons carrying on railway undertakings on land comprised in their undertakings of:

- any development required in connection with the movement of traffic by rail, including the construction, reconstruction, alteration, maintenance and repair of ways, works and plant, and
- the erection within the limits of a railway station of buildings for any purpose, but excluding:
  - the construction of new railways, railway stations and bridges over roads, and
  - the erection, reconstruction and alteration of buildings for purposes other than railway undertaking purposes outside the limits of a railway station and the reconstruction or alteration, so as materially to affect their design, of railway stations or bridges, and
  - the formation or alteration of any means of access to a road, and
  - the erection, reconstruction and alteration of buildings for purposes other than railway purposes where such buildings have direct access to a public place.

##### 2 Water, sewerage, drainage, electricity and gas

The carrying out by persons carrying on public utility undertakings, being water, sewerage, drainage, electricity or gas undertakings, of any of the following development, being development required for the purpose of their undertakings:

- development of any description at or below the surface of the ground,
- the installation of any plant inside a building or the installation or erection within the premises of a generating station or substation established before the appointed day of any plant or other structures or erections required in connection with the station or substation,
- the installation or erection of any plant or other structures or erections by way of addition to, or replacement or extension of, plant or structures or erections already installed or erected, including the installation in an electrical transmission line of substations, feeder-pillars or transformer housing, but not including the erection of overhead lines for the supply of electricity or pipes above the surface of the ground for the supply of water, or the installation of substations, feeder-pillars or transformer housing of stone, concrete or brickworks,
- the provision of overhead service lines in pursuance of any statutory power to

provide a supply of electricity,

- (e) the erection of service reservoirs on land acquired or in the process of being acquired for the purpose before the appointed day, provided reasonable notice of the proposed erection is given to the Council,
- (f) routine maintenance and emergency works,
- (g) any other development, except:
  - (i) the erection of buildings, the installation or erection of plant or other structures or erections and the reconstruction or alteration of buildings, so as materially to affect their design or external appearance, or
  - (ii) the formation or alteration of any means of access to a road.

### 3 River transport

The carrying out by persons carrying on public utility undertakings, being water transport undertakings, on land comprised in their undertakings, of any development required in connection with the movement of traffic by water, including the construction, reconstruction, alteration, maintenance and repair of ways, buildings, wharves, works and plant required for that purpose, except:

- (a) the erection of buildings and the reconstruction or alteration of buildings so as materially to affect the design or external appearance thereof, or
- (b) the formation or alteration of any means of access to a road.

### 4 Air transport

The carrying out by persons carrying on public utility undertakings, being air transport undertakings, on land comprised in their undertakings within the boundaries of any aerodrome, of any development required in connection with the movement of traffic by air, including the construction, reconstruction, alteration, maintenance and repair of ways, buildings, wharves, works and plant required for that purpose, except:

- (a) the erection of buildings and the reconstruction or alteration of buildings so as materially to affect their design or external appearance, or
- (b) the formation or alteration of any means of access to a road.

### 5 Road transport

The carrying out by persons carrying on public utility undertakings, being road transport undertakings, on land comprised in their undertakings, of any development required in connection with the movement of traffic by roads, including the construction, reconstruction, alteration, maintenance and repair of buildings, works and plant required for that purpose, except:

- (a) the erection of buildings and the reconstruction or alteration of buildings so as materially to affect their design or external appearance, or
- (b) the formation or alteration of any means of access to a road.

### 6 Mines

The carrying out by the owner or lessee of a mine (other than a mineral sands mine), on the mine, of any development required for the purpose of a mine, except:

- (a) the erection of buildings (not being plant or other structures or erections required for the mining, working, treatment or disposal of minerals) and the reconstruction, alteration or extension of buildings, so as materially to affect their design or external appearance, or
- (b) the formation of any means of access to a road.

### 7 Roads

The carrying out of any development required in connection with the construction, reconstruction, improvement, maintenance or repair of any road, except the widening, realignment or relocation of such road.

### 8 Forestry

The carrying out of any forestry work by the Forestry Commission, a School Forest Trust or Community Forest Authorities empowered under relevant Acts to undertake afforestation, roading, protection, cutting and marketing of timber, and other forestry purposes under such Acts or upon any Crown land temporarily reserved from sale as a timber reserve under the *Forestry Act 1916*.

### 9 Rural land protection

The carrying out by a rural lands protection board of any development required for the improvement and maintenance of travelling stock and water reserves, except:

- (a) the erection of buildings and the reconstruction or alteration of buildings so as materially to affect their design or purpose, or
- (b) any development designed to change the use or purpose of any such reserve.

### 10 Water resources

The carrying out or causing to be carried out by the Council when engaged in flood mitigation works or by the Department of Infrastructure, Planning and Natural Resources of any work for the purposes of soil conservation, irrigation, afforestation, reforestation, flood mitigation, water conservation or river improvement in pursuance of the provisions of the *Water Act 1912*, the *Farm Water Supplies Act 1946*, the *Rivers and Foreshores Improvement Act 1948* or the *Water Management Act 2000*, except:

- (a) the erection of buildings, the installation or erection of plant or other structures or erections and the reconstruction or alteration of buildings so as materially to affect their design or external appearance, or
- (b) the formation or alteration of any means of access to a road.

### Schedule 11 Restricted development

(Clause 42A)

Item No	Column 1	Column 2
1	Land at Cardiff South, being part of Lot 63, DP 570307, 1A Water Street, as	Children's playground associated with the adjoining school.

shown edged heavy black on Sheet 1 of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)".

- 2 Land at Macquarie Hills, being part of Lot PT4, DP 227813 (1A Lawson Road) and Lot 51, DP 790843 (2B Baxland Road), as shown edged heavy black on Sheets 2 and 3, respectively, of the map marked "Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)".
- Car parking (and any associated works, including retaining walls, landscaping and fencing) associated with the adjoining church.

## Dictionary

(Clause 7 (1))

**Acid Sulfate Soil Manual** means the document with that title as last adopted by the Director-General.

**acid sulfate soils** means actual or potential acid sulfate soils, as defined in the *Acid Sulfate Soils Assessment Manual*.

**Acid Sulfate Soils Planning Maps** means the series of maps marked "Lake Macquarie Local Environmental Plan 2004—Acid Sulfate Soils Planning Maps" kept in the office of the Council.

**advertising structure** means a structure or vessel that is principally designed for, or that is used for, the display of an advertisement.

**agriculture** means:

- (a) the production of crops or fodder, or
- (b) the keeping or breeding of cattle, horses or birds, or
- (c) horticulture including fruit, vegetable and flower crop production, or
- (d) the grazing of livestock.

**airline terminal** means a building or place used for the assembly of passengers and goods prior to the transport of those passengers and goods either to or from an airport or an aerodrome.

**airport** means a place for the arrival and departure of aircraft by air and may include buildings associated with aircraft storage, maintenance and control.

**animal establishment** means a place used for the boarding, breeding, keeping or training of animals for business purposes, and includes a riding school.

**appointed day** means the day on which this plan commences.

**aquaculture** means the commercial breeding, hatching, rearing or cultivation of marine, estuarine or fresh water organisms, including aquatic plants or animals such as fin-fish, crustaceans, molluscs or other aquatic invertebrates.

**archaeological site** means a site of one or more relics.

**area** has the same meaning as in the *Local Government Act 1993*.

**Australian Height Datum (AHD)**, in relation to heights, means the level of the control point approved by the Surveyor-General for measuring the heights for the purpose of establishing Australian Height Datum.

**Average Recurrence Interval (ARI)** means the average period between the recurrence of a storm event of a given rainfall intensity. The ARI represents a statistical probability. For example, a 10-year ARI indicates an average of 10 events over a 100-year period.

**bed and breakfast establishment** means a dwelling house occupied by the permanent residents of same who provide overnight accommodation for visitors in no more than 5 bedrooms of that dwelling house, for a maximum period of 7 consecutive days and who provide at least breakfast to those visitors.

**boarding house** means a building let in permanent lodgings or a hostel, but does not include a motel.

**bottle shop** means premises to which an off-licence to sell liquor by retail (granted under the *Liquor Act 1982*) relates.

**brothel** means a building or place regularly used for the purposes of prostitution.

**building frontage** is the facade of the building that faces a street.

**building products warehouse and showroom** means a building used predominantly for warehousing or distribution of building materials, supplies, plumbing supplies, air-conditioning systems, swimming pools and the like, with an ancillary component for the sale of such goods, materials or supplies by retail or auction.

**bulk store** means a building or place used for the bulk storage of goods where the goods stored, or to be stored, are not required for use in a shop or commercial premises on the same parcel of land or on adjoining land in the same ownership.

**bulky goods showroom** means a building or place used for the sale by retail or auction of goods or materials that are of such a size, shape or weight as to require:

- (a) a large area for handling, storage or display, or
- (b) direct vehicular access to the site of the building or place by members of the public, for the purpose of loading items into their vehicles after purchase,

but does not include a building or place used for the sale of foodstuffs or clothing.

**bus shelter** means a small-scale structure or place used to pick up or set down passengers travelling by bus.

**bus station** means a building or place used as a terminal for the assembly and dispersal of passengers travelling by bus.

**bushfire hazard reduction work** means the reduction or modification (by controlled burning or by mechanical, chemical or manual means) of material that constitutes a bushfire hazard.

**bushfire prone land** has the same meaning as in the Act.

*bushland regeneration* means:

- (a) the removal of environmental weeds, and the rehabilitation of a degraded native vegetation community or ecosystem, using methods that do not damage the native vegetation or disturb the natural soil surface or hydrology, and
- (b) the planting of native vegetation that is indigenous to the site to establish a healthy population of that vegetation.

*car parking facility* means a building or place used for parking vehicles, whether operated for gain or not, and any manoeuvring space and access to that building or place, but does not include car parking ancillary to a permissible use.

*car repair station* means a building or place used for the purpose of carrying out repairs and/or detailing including washing, to motor vehicles, caravans, boats or agricultural machinery and the like, not being:

- (a) body building, or
- (b) panel beating which involves dismantling, or
- (c) spray painting other than of a minor nature.

*caravan park* means land (including a camping ground) on which caravans, cabins and other moveable dwellings are, or are to be, placed or erected.

*cemetery* or *crematorium* means a building or place for the burying or cremation of deceased people or animals and may include a chapel, temple or other religious place for conducting funeral services.

*child care centre* means a building or place, whether operated for gain or not, which is used for the purpose of educating, supervising or caring for children (whether or not any of the children are related to the owner or operator), where:

- (a) there are 6 or more children under 6 years of age who do not attend a government school or a registered non-government school within the meaning of the *Education Act 1990*, and
- (b) the building or place does not provide residential care for any of the children (other than those related to the owner or operator),

and which may operate before and after school hours as an out of school hours care centre for children over 6 years of age.

*clear* includes:

- (a) kill, destroy, poison, ringbark, uproot or burn a tree or native vegetation, or
- (b) cut down, fell, thin, log or remove a tree or native vegetation, or
- (c) underscrub a tree or native vegetation, or
- (d) sever or lop a branch, a limb, a stem or a trunk of a tree or native vegetation, or

- (e) damage a tree or native vegetation in any other way, or cause or permit any of the above.

*club* means premises registered under the *Registered Clubs Act 1976* that are also licensed to serve alcohol under the *Liquor Act 1982*.

*commercial mooring* has the same meaning as in the *Lake Macquarie Mooring Management Plan* prepared and adopted from time to time by the Maritime Authority of NSW.

*commercial premises* means a building or place used as an office or for other business or commercial purposes but, in the Table in Part 3, does not include a building or place elsewhere specifically defined in this clause.

*community facility* means a building or place owned or controlled by a public authority or non-profit community organisation, which provides for the physical, social, cultural or intellectual development, welfare or safety of the local community.

*community land* has the same meaning as in the *Local Government Act 1993*.

*complying development* is identified in clause 9.

*conservation management plan* means a document prepared in accordance with the requirements of the NSW Heritage Office that establishes the heritage significance of an item, place or heritage conservation area and identifies conservation policies and management mechanisms that are appropriate to enable that significance to be retained.

*corporation* has the same meaning as in the Act.

*demolish* a heritage item, or a building, work, archaeological site, tree or place in a heritage conservation area, means wholly or partly destroy, dismantle or deface the item or the building, work, archaeological site, tree or place.

*Department* has the same meaning as in the Act.

*depot* means a building or place used for the storage (but not sale) and maintenance of plant, machinery, goods or materials used or intended to be used by the owner or occupier of the building or place but, in the Table in Part 3, does not include a building or place elsewhere defined in this Dictionary.

*development* has the same meaning as in the Act.

*DF high water mark* for any land is the mean high water mark shown on the current plan (within the meaning of the *Conveyancing Act 1919*) for the land.

*drainage* means works carried out for the purpose of drainage which are not incidental or ancillary to development for which consent has been granted.

*dual occupancy—attached* means two dwellings in a single building on a single allotment of land.

*dual occupancy—detached* means two detached dwellings on a single allotment of land.

*dwelling* means a room or a suite of rooms occupied or used or so constructed or adapted as

to be capable of being occupied or used as a separate domicile.

*dwelling house* means a building containing one but not more than one dwelling.

*dwelling house—exhibition* means a dwelling house used for the purpose of displaying to potential customers, the dwelling house, its contents and its surrounds for a limited period.

*earthworks* means a work involving the addition or removal of any solid matter on, to or from land, or any other work that will significantly alter:

- (a) the level of the land from the existing ground level, or
- (b) the character of the surface of that land, or
- (c) the drainage of the land.

*eco-tourism facility* means a building or place used primarily for tourist accommodation or recreation, or both, and may include holiday cabins, camp or caravan sites, where the total number of beds does not exceed 20, that is in a natural or rural setting and may involve education and interpretation of the natural environment, and does not have a deleterious effect on the ecology of its location.

*educational establishment* means a building used as a pre-school, school or tertiary institution within the meaning of a State or Commonwealth Act, whether or not accommodation for staff or students is provided, or a gallery or museum but, in the Table in Part 3, does not include a building or place elsewhere defined.

*emergency services facility* means a building or place used for the provision of police, fire and ambulance services or the like, and may include training rooms and administration buildings, and buildings or places used to store, service or repair vehicles or equipment.

*energy generation works* means a building or place used primarily for the purpose of making or generating forms of energy.

*entertainment facility* means a building or place used for the purpose of sport, entertainment, exhibitions, displays or cultural events, and includes:

- (a) sports stadiums, conference facilities, function centres, showgrounds, racecourses and the like, and
- (b) theatres, cinemas, music halls, concert halls and the like.

*environmental facility* means a structure or work that provides for:

- (a) nature study or display facilities, such as walking trails, board walks, observation decks, bird hides or the like, or
- (b) environmental management and restoration, such as bush restoration, wetland restoration, erosion and run off prevention works, dune restoration or the like, and may include ancillary kiosks or cafes.

*ESD*—see principles of ecologically sustainable development.

*exempt development* is identified in clause 8.

*extractive industry* means:

- (a) the winning of extractive material, or
- (b) an undertaking, not being a mine, which depends for its operations on the winning of extractive material from the land on which it is carried on, and includes any washing, crushing, grinding, milling or separating into different sizes of that extractive material on that land.

*extractive material* means sand, gravel, clay, turf, soil, rock, stone or similar substances.

*flood prone land* means land affected by the 1% Average Recurrence Interval (ARI).

*foreshore building line* means a foreshore building line fixed under clause 7 of the *Environmental Planning and Assessment Model Provisions 1980*, as adopted by clause 22.

*foreshore development* means a boatshed, jetty, slipway, boat ramp, in-ground swimming pool, inclinor, landscaping, barbecues or other similar structures.

*forestry* includes arboriculture, silviculture, forest protection, the cutting, dressing and preparation, otherwise than in a sawmill, of wood and other forest products and the establishment of roads required for the removal of wood and forest products and for forest protection.

*front building setback* means the minimum distance from a lot's frontage to which the outermost projection of a structure may be built on the lot, as specified in Part 3 of *Lake Macquarie Development Control Plan No 1—Principles of Development*.

*function centre* means a building or place used to hold conferences, wedding receptions and the like, and may include a restaurant.

*general store* means a building or place for the retail sale of convenience goods that may include the facilities of a post office and/or for the sale of take-away food and that has a maximum gross floor area of 75 square metres but, in the Table in Part 3, does not include a building or place elsewhere defined.

*gross floor area* means the sum of the areas of each floor of a building, where the area of each floor is taken to be the area within the outer face of the external enclosing walls (as measured at a height of 1,400 millimetres above each floor level) excluding:

- (a) columns, fin walls, sun control devices and any elements, projections or works outside the general lines of the outer face of the external wall, and
- (b) lift towers, cooling towers, machinery and plant rooms, ancillary storage space and vertical air conditioning ducts, and
- (c) car parking needed to meet any requirements of the Council and any internal access to such parking, and
- (d) space for the loading and unloading of goods.

*group home* has the same meaning as in *State Environmental Planning Policy No 9—Group Homes*.

**hazardous industry** means an industry that, when the development is in operation and when all measures proposed to reduce or minimise its impact on the locality have been employed (including, for example, measures to isolate the establishment from existing or likely future development on other land in the locality), would pose a significant risk in relation to the locality:

- (a) to human health, life or property, or
- (b) to the biophysical environment.

**hazardous storage establishment** means any establishment where goods, materials or products are stored which, when in operation and when all measures proposed to reduce or minimise its impact on the locality have been employed (including, for example, measures to isolate the establishment from existing or likely future development on other land in the locality), would pose a significant risk in relation to the locality:

- (a) to human health, life or property, or
- (b) to the biophysical environment.

**height** in relation to a building or structure, means the distance measured vertically from the topmost element of the building or structure to the natural ground level immediately below that point.

**helipad** means an area or place, whether or not open to public use, set apart for the taking off and landing of helicopters.

**heliport** means an area or place open to public use that is licensed by the Commonwealth for the taking off and landing of helicopters and includes terminal buildings and facilities for the parking, servicing and repair of helicopters.

**heritage conservation area** means an area of land that is shown edged by a heavy black broken line on the map, and includes buildings, works, archaeological sites, trees and places situated on or within the land.

**heritage impact statement** means a document consisting of a statement demonstrating the heritage significance of a heritage item or heritage conservation area, or a building, work, archaeological site, tree or place within a heritage conservation area, and an assessment of the impact that proposed development will have on that significance and proposals for measures to minimise that impact.

**heritage item** means a building, work, archaeological site, potential archaeological site or place:

- (a) the site and nature of which is described in Schedule 4, 5 or 6, and
- (b) that is more particularly specified in an inventory of heritage items available at the office of the Council, and

in the case of an item described in Schedule 6 as a place or potential place of Aboriginal heritage significance, the item includes any component, fixture or fitting that is attached to it.

**heritage significance** means historical, scientific, cultural, social, archaeological, architectural, natural or aesthetic value.

**high technology industry** means an enterprise which has as its primary function the manufacture, development, production, processing or assembly of, or research into, any of the following:

- (a) electronic and micro-electronic systems, goods and components,
- (b) information technology, computer software and hardware,
- (c) instrumentation and instruments,
- (d) biological, pharmaceutical, medical or paramedical systems, goods and components,
- (e) other goods, systems and components intended for use in science and technology.

**home business** means the use of part of a dwelling house or dwelling as an office or for business, where:

- (a) the use is ancillary to the residential use of, and is contained within, the main dwelling, and
- (b) the use is undertaken by the permanent residents of the dwelling, and
- (c) the use does not involve the employment of more than two persons on site in addition to those residents, and
- (d) the use does not cause any unacceptable impact on the environment or interference with the amenity of the surrounding area, and
- (e) the use does not involve the exhibition of any notice, advertisement or sign (other than a non-illuminated notice or sign to indicate the name or occupation of the resident), and
- (f) the use does not involve the retailing of any items from the premises, and
- (g) the use is not as a brothel.

**home industry** means an industry carried on in a building (other than a dwelling house or a dwelling) where:

- (a) the building does not occupy a gross floor area exceeding 50 square metres and is erected within the curtilage of the dwelling house or dwelling occupied by the person carrying on the industry, or on adjoining land owned by that person, and
- (b) the industry does not involve the employment of more than one person on site in addition to those residents, and
- (c) the industry does not:
  - (i) interfere with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products or grit or oil, or otherwise, or
  - (ii) involve exposure to view from any adjacent premises or from any public place of

any unsightly matter, or

(iii) require the provision of any essential service main of a greater capacity than that available in the locality, or

(iv) involve the sale of goods from the premises.

**home occupation** means an occupation carried on in a dwelling house or in a dwelling in a residential flat building by the permanent residents of the dwelling house or dwelling which does not involve:

- (a) the employment of persons other than those residents, or
- (b) interference with the amenity of the neighbourhood by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products or grit or oil, or otherwise, or
- (c) the display of goods, whether in a window or otherwise, or
- (d) the exhibition of any notice, advertisement or sign (other than a notice, advertisement or sign exhibited on that dwelling house or dwelling to indicate the name and occupation of the resident), or
- (e) the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail.

**hospital** means a building or place used for the purpose of providing professional health care services (such as preventative or convalescent care, diagnosis, medical or surgical treatment, care for people with developmental disabilities, psychiatric care or counselling and services provided by health care professionals) to people admitted as in-patients (whether or not out-patients are also cared for or treated there), and includes:

- (a) ancillary facilities for the accommodation of nurses or other health care workers, ancillary shops or refreshment rooms and ancillary accommodation for persons receiving health care or for their visitors, and
- (b) facilities situated in the building or at the place and used for educational or research purposes, whether or not they are used by hospital staff or health care workers, and whether or not any such use is a commercial use.

**hotel** means the premises to which a hotelier's licence granted under the *Liquor Act 1982* relates.

**industry** means the manufacturing, assembling, altering, formulating, repairing, renovating, preparing, ornamenting, finishing, cleaning, washing, breaking up or adapting of any goods or any articles or any part of a good or an article for trade or sale or gain but, in the Table in Part 3, does not include any other use specifically defined in this Dictionary.

**intensive agriculture** means a form of agriculture, involving:

- (a) intensive livestock enterprises such as piggeries, cattle feed lots or poultry farms, which requires particular treatment or practices for the management of wastes (including faeces or other by-products), or

(b) other intensive rural production enterprises such as hydroponic crop production, glass house fruit, flowers and vegetables, and the like.

**junk yard** means land used:

- (a) for the collection, storage, abandonment or sale of scrap metals, waste paper, rags, bottles or other scrap materials or goods, or
- (b) for the collection, dismantling, storage, salvaging or abandonment of vehicles or machinery, or
- (c) for the sale of parts derived from those vehicles or machinery.

**Lake** means the lake known as Lake Macquarie.

**Lake Macquarie Development Control Plan No 1—Principles of Development** means *Lake Macquarie Development Control Plan No 1—Principles of Development—Revision 01* as adopted by the Council on 30 January 2006.

**land** has the same meaning as in the Act.

**large-scale commercial premises** means premises, or part of premises, that have a gross floor area of not less than 500 square metres, and are used for the purpose of an office, or any other commercial or business purpose, by a single occupancy, but does not include any other premises defined in this Dictionary.

**light industry** means an industry, not being a hazardous industry or offensive industry, in which the processes carried on, the transportation involved, or the machinery or materials used, do not interfere with the amenity of the neighbourhood by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil, or otherwise.

**liquid fuel depot** means a depot or place used for the bulk storage for wholesale distribution of petrol, oil, petroleum or other flammable liquid.

**maintenance** in Part 6 (Heritage provisions) means the ongoing protective care of a heritage item or a building, work, archaeological site, tree or place within a heritage conservation area. It does not include alterations, such as carrying out extensions or additions, or the introduction of new materials or exotic species and artificial landscapes or technology.

**manufactured home estate** has the same meaning as it has in *State Environmental Planning Policy No 36—Manufactured Home Estates*.

**marina** means a pontoon, jetty, pier or similar structure operated for commercial gain and designed or adapted to provide moorings for boats used primarily for pleasure or recreation and may include ancillary works such as slipways, facilities for the hire, repair and maintenance of boats and the provision of fuel, accessories and parts for boats and foodstuff.

**medical centre** means a building or place used as an outpatient day surgery, health centre, pathology laboratory or collection centre, diagnostic centre or the like.

**mine** means any place, open cut, shaft, tunnel, pit, drive, level or other excavation, drift,

gutter, lead, vein, lode or reef on, in or by which any operation is carried on for or in connection with the purpose of obtaining any metal, mineral or gas by any mode or method and includes any place on which any product of the mining there is stacked, stored, crushed or otherwise treated, but does not include a quarry.

**mixed use development** means development that comprises a combination of two or more of the following uses: dwellings; accommodation for tourists; shops; commercial premises; recreation facilities; restaurants.

**motel** means a building or buildings substantially used for the overnight accommodation of travellers and the vehicles used by them, whether or not the building or buildings are also used for the provision of meals to those people or the general public but, in the Table in Part 3, does not include any other building specifically defined in this Dictionary or used for a land use so defined.

**motor showroom** means a building or place used for the display or sale of motor vehicles, caravans or boats, whether or not motor vehicle accessories, caravan accessories or boat accessories are sold or displayed there.

**multiple dwelling housing** means three or more dwellings, not being a residential flat building, and may include villas, town houses and terraces.

**native vegetation** has the same meaning as it has in the *Native Vegetation Act 2003*, including scrub that is native vegetation but does not include any tree, sapling or shrub.

**natural ground level** means the ground level of a site before any development has been carried out that alters the naturally occurring height or contours of the site.

**natural heritage** means:

- (a) natural features consisting of physical and biological formations or groups of such formations, which are of identifiable value from the aesthetic or scientific point of view, or
- (b) geological and physiographical formations and delineated areas, which constitute the habitat of threatened species of animals and plants of identifiable value from the point of view of science or conservation, or
- (c) natural sites or delineated natural areas of identifiable value from the point of view of science, conservation or natural beauty regardless of evidence of human intervention.

**offensive industry** means a development for the purposes of an industry which, when the development is in operation and when all measures proposed to reduce or minimise its impact on the locality have been employed (including, for example, measures to isolate the development from existing or likely future development on other land in the locality), would emit a polluting discharge (including, for example, noise) in a manner which would have a significant adverse impact in the locality or on the existing or likely future development on other land in the locality.

**offensive storage establishment** means any establishment where goods, materials or products are stored which, when in operation and when all measures proposed to reduce or minimise its impact on the locality have been employed (including, for example, measures to isolate the establishment from existing or likely future development on other land in the locality), would emit a polluting discharge (including, for example, noise) in a manner

which would have a significant adverse impact in the locality or on the existing or likely future development on other land in the locality.

**operational land** has the same meaning as in the *Local Government Act 1993*.

**place of Aboriginal heritage significance** means:

- (a) a place that has the physical remains of pre-European occupation by, or is of contemporary significance to, the Aboriginal people. It can (but need not) include heritage items (refer to Schedule 6) and remnants of the occupation of the land by Aboriginal people, such as burial places, engraving sites, rock art, midden deposits, scarred and sacred trees and sharpening grooves, or
- (b) a natural Aboriginal sacred site or other sacred feature that may include natural features such as creeks or mountains of long-standing cultural significance, as well as initiation, ceremonial or story places or areas of more contemporary cultural significance.

**place of public worship** means a building or place used for the purpose of religious worship by a congregation or religious group, whether or not the building or place is also used for counselling, social events, instruction or religious training.

**potential archaeological site** means a site:

- (a) that is specified in Schedule 4 or 5 and described in that schedule as a potential archaeological site and shown on the map, or
- (b) that, in the opinion of the Council, has the potential to be an archaeological site even if it is not so specified.

**potential place of Aboriginal heritage significance** means a place:

- (a) that is specified in Schedule 6 as a potential place of Aboriginal heritage significance, or
- (b) that, in the opinion of the Council, has the potential to have Aboriginal heritage significance, even if it is not so specified.

**principles of ecologically sustainable development** means the following statements of principle:

Ecologically sustainable development requires the effective integration of economic and environmental considerations in decision-making processes. Ecologically sustainable development can be achieved through the implementation of the following principles and programs:

- (a) the precautionary principle—namely, that if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation. In the application of the precautionary principle, public and private decisions should be guided by:
  - (i) careful evaluation to avoid, wherever practicable, serious or irreversible damage to the environment, and

- (ii) an assessment of the risk-weighted consequences of various options;
- (b) inter-generational equity—namely, that the present generation should ensure that the health, diversity and productivity of the environment is maintained or improved to the benefit of future generations;
- (c) conservation of biological diversity and ecological integrity—namely, that conservation of biological diversity and ecological integrity should be a fundamental consideration;
- (d) improved valuation, pricing and incentive mechanisms—namely, that factors should be included in the valuation of assets and services, such as:
  - (i) polluter pays—that is, those who generate pollution and waste should bear the cost of containment, avoidance or abatement;
  - (ii) the users of goods and services should pay prices based on the full costs of providing goods and services, including the use of natural resources and the ultimate disposal of any waste;
  - (iii) environmental goals, having been established, should be pursued in an effective way, by establishing incentive structures, including markets, that enable those best placed to maximise benefits or minimise costs their own solutions and responses to environmental problems.

**professional consulting rooms** means a room or a number of rooms, whole or part of, attached to or within the curtilage of, an existing dwelling by not more than 3 persons providing medical services, or similar health services, and who employ not more than 3 employees connected with those particular services.

**public authority** has the same meaning as it has in the Act.

**public utility undertaking** means any of the following undertakings carried on or permitted to be carried on by or by authority of any government department or authority of or in pursuance of any Commonwealth or State Act:

- (a) railway, road transport, water transport, air transport, wharf or river undertakings,
- (b) undertakings for the supply of water, hydraulic power, electricity or provision of sewerage or drainage services,

and a reference to a person carrying on a public utility undertaking includes a reference to a council, electricity supply authority, Government department, corporate authority carrying on the undertaking.

**recreation facility** means a building or place used for indoor recreation the purpose of gain or not but, in the Table in Part 3, does not include specifically defined in this Dictionary or used for a land use so defined.

**relic** means:

- (a) any deposit, object or material evidence (which may consist of human remains) that is more than 50 years old, relating to the use or settlement, not being Aboriginal habitation, of Lake Macquarie City local government area and that is original in nature or is

wholly or partly within the ground, or

- (b) any deposit, object or material evidence (which may consist of human remains) of any age relating to Aboriginal habitation of that area, or
- (c) any deposit, object or material evidence of any age relating to the existence or evolution of fauna and flora species and geology and geomorphology.

**residential flat building** means a building that comprises or includes:

- (a) 3 or more storeys (not including levels below natural ground level provided for car parking or storage, or both, that protrude less than 1.2 metres above ground level), and
- (b) 4 or more self-contained dwellings.

but does not include a Class 1a building or Class 1b building within the meaning of the *Building Code of Australia*.

*Note.* Class 1a and Class 1b buildings are commonly referred to as "town houses" or "villas" where the dwelling units are side by side, rather than on top of each other.

**restaurant** means a building or place, principally providing food to seated paying customers and may include take-away, footway dining, kiosk and drive-through services.

**restricted premises** means premises (other than a newsagency or pharmacy) where:

- (a) publications classified Category 1 restricted, Category 2 restricted or RC under the *Classification (Publications, Films and Computer Games) Act 1995* of the Commonwealth are shown, exhibited, displayed, sold or otherwise made accessible or available to the public, or
- (b) a business to which section 578E of the *Crimes Act 1900* applies is conducted.

**retail plant nursery** means a building or place used for both the growing and retail selling of plants, whether or not ancillary products are sold there.

**road** means a public thoroughfare used for the passage of vehicles, pedestrians or animals and includes:

- (a) the airspace above the surface of the road, and
- (b) the soil beneath the surface of the road, and
- (c) any bridge, tunnel, causeway, road-ferry, ford or other work or structure forming part of the road.

**roadside stall** means a building or place not exceeding 20 square metres in floor space or area respectively where only primary products produced on the property on which the building or place is situated are exposed or offered for sale or sold by retail.

**rural industry** means the handling, treating, processing or packing of primary products and/or the servicing in a workshop of plant or equipment used for rural purposes.

**sawmill** means a mill handling, cutting and processing timber from logs or baulks.

**service station** means a building or place used for the fuelling of motor vehicles involving the sale by retail of petrol, oil, gas or other petroleum products, whether or not the building or place is also used for one or more of the following purposes:

- (a) the sale by retail of spare parts and accessories for motor vehicles, or the hiring of trailers or other vehicles,
- (b) washing and greasing of motor vehicles,
- (c) installation of accessories,
- (d) repairing and servicing of motor vehicles (other than repairing and servicing which involves top overhaul of motors, body building, panel beating, spray painting, or suspension, transmission or chassis restoration),
- (e) a shop.

**shop** means a building or place used for the purpose of selling, exposing or offering for sale by retail, food, goods, merchandise or materials but, in the Table in Part 3, does not include any other building or place specifically defined in this Dictionary.

**sign** means the display of symbols, messages or other devices for promotional purposes or for conveying information, instructions, directions or the like.

**site area** means the area of land to which an application for consent under the Act relates, exclusive of any land on which the development to which the application relates is not permitted by or under this plan.

**small lot housing** means a single dwelling on an allotment of land with an area of not less than 250 square metres but less than 450 square metres.

**sporting facility** means a building or place used for outdoor recreational activities, whether for the purpose of gain or not but, in the Table to Part 3, does not include any other building or place specifically defined in this Dictionary.

**storage facility** means a building or place used for the purpose of storing the belongings or materials of individuals in separate compartments.

**storey** means the space within a building that is situated between one floor level and the next floor level above, or if there is no floor level above, the ceiling or roof above, but does not include a space that only contains:

- (a) a lift shaft, stairway or metre rooms, or
- (b) a bathroom, laundry or similar room, or
- (c) parking accommodation intended for less than 3 vehicles, or
- (d) a combination of the items, rooms or accommodation referred to in paragraphs (a)–(c), or
- (e) a mezzanine floor.

**stormwater management facility** means a building or work used to control the quality of stormwater and includes detention basins, artificial wetlands, silt traps, gross pollutant

traps, swales, channels and the like.

**strata title subdivision** means subdivision under the *Strata Schemes (Freehold Development) Act 1973*.

**subdivision of land** has the same meaning as in the Act.

**sustainable generating works** means a building or place used for the purpose of generating electricity using energy derived from water, wind or sun.

**sustainable water cycle management** means water cycle management that incorporates the principles and practice of water smart and water sensitive urban design philosophies.

**telecommunications facility** means a facility used to receive and transmit telecommunications including, but not limited to, towers, antennae, ground based and underground facilities.

**the Act** means the *Environmental Planning and Assessment Act 1979*.

**the Council** means the Council of the City of Lake Macquarie.

**the map** means the series of maps marked "Lake Macquarie Local Environmental Plan 2004", as amended by the maps, or sheets of maps, marked as follows:

**Editorial note.** The amending maps are not necessarily listed in the order of gazettal. Information about the order of gazettal can be determined by referring to the Historical notes at the end of the plan.

Lake Macquarie Local Environmental Plan 2004 (Amendment No 1)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 3)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 4)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 6)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 7)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 10)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 12)—Sheet 3

Lake Macquarie Local Environmental Plan 2004 (Amendment No 15)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 16)

Lake Macquarie Local Environmental Plan 2004 (Amendment No 17)

**the Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**tourist resort** means a building or place that provides accommodation for tourists together with any one or more of the following:

- (a) on-site facilities to satisfy the recreational, entertainment, dining and business needs of tourists,
- (b) a function centre.

**transport terminal** means a building or place used mainly for the bulk handling of goods for transport by road, rail or air and includes facilities for the loading and unloading of vehicles used to transport those goods and for the parking, servicing and repair of those vehicles, and includes a road transport terminal and a rail terminal.

**tree** includes:

- (a) any sapling or shrub that is more than 3 metres in height or has a trunk with a diameter, at ground level, of 75mm or more, and
- (b) any species of vegetation that existed in the State of New South Wales before European settlement, and
- (c) any vegetation listed on the Council's *Significant Tree Register*.

**Note.**

The term **tree** includes any tree within the ordinary meaning of that term, such as the Norfolk Island Pine. The above definition extends the meaning of **tree** to include plants that might not otherwise be considered to be trees.

**unzoned land** means land not zoned by this plan.

**utility installation** means a building or work used for a public utility undertaking, but does not include a building designed wholly or principally as administrative or business premises or as a showroom.

**veterinary hospital** means a building or place used for diagnosing or surgically or medically treating animals, whether or not animals are kept on the premises for the purpose of treatment.

**warehouse** means a building used for the storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade.

**waste management and/or recycling facility** means a building or place used for the collection, storage, abandonment, sorting and/or sale of waste materials and/or the preparation of those recycled materials for further use.

**water cycle management** means the handling of water and water resources in a manner that has regard to the whole of the hydrological process. This includes having regard to the quality and quantity of the resource from its various sources and its use and transport in the natural and built environment.

**water pollution** or **pollution of waters** has the same meaning as in the *Protection of the Environment Operations Act 1997*.

**waterbody** means:

- (a) a natural waterbody, including:
  - (i) a lake or lagoon either naturally formed or artificially modified, or
  - (ii) a river or stream, whether perennial or intermittent, flowing in a natural channel with an established bed or in a natural channel artificially modifying the course of the river or stream, or

(iii) tidal waters including any bay, estuary or inlet, or

- (b) an artificial waterbody, including any constructed waterway, canal, inlet, bay, channel, dam, pond or lake, but does not include a dry detention basin or other construction that is only intended to hold water intermittently.

**wetland** means those areas where flora are dependent on, or are significantly adapted to living in, wet conditions for a significant part of their life cycle.

**wholesale plant nursery** means a building or place used for both the growing and wholesaling of plants.

## Historical notes

The following abbreviations are used in the Historical notes:

Am	amended	No	number	Schs	Schedules
Cl	clause	p	page	Sec	section
Cl	clauses	pp	pages	Secs	sections
Div	Division	Reg	Regulation	Subdiv	Subdivision
Divs	Divisions	Regs	Regulations	Subdivs	Subdivisions
GG	Government Gazette	Rep	repealed	Subst	substituted
Ins	inserted	Sch	Schedule		

## Table of amending instruments

**Lake Macquarie Local Environmental Plan 2004** published in Gazette No 58 of 19.3.2004, p 1293 and amended as follows:

**Statute Law (Miscellaneous Provisions) Act 2004 No 55.** Assented to 6.7.2004. Date of commencement of Sch 2.18, assent, sec 2 (2).

**Lake Macquarie Local Environmental Plan 2004 (Amendment No 1)** (GG No 36 of 24.3.2005, p 905)

2005 No 64 **Statute Law (Miscellaneous Provisions) Act 2005.** Assented to 1.7.2005.

Date of commencement of Sch 2.29, assent, sec 2 (2).

(720) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 4).** GG No 139 of 11.11.2005, p 9379.

Date of commencement, on gazettal.

2006 (128) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 16).** GG No 37 of 24.3.2006, p 1552.

Date of commencement, on gazettal.

(258) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 15).** GG No 68 of 26.5.2006, p 3197.

Date of commencement, on gazettal.

No 58 **Statute Law (Miscellaneous Provisions) Act 2006.** Assented to 20.6.2006.

Date of commencement of Sch 2.26, assent, sec 2 (2).

(430) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 3).** GG No 98 of 4.8.2006, p 6103.

Date of commencement, on gazettal.

(565) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 6).** GG No 114 of 8.9.2006, p 7915.

Date of commencement, on gazettal.

(566) **Lake Macquarie Local Environmental Plan 2004 (Amendment No 12).** GG No 114 of 8.9.2006, p 7919.

Date of commencement, on gazettal.

- (567) Lake Macquarie Local Environmental Plan 2004 (Amendment No 13). GG No 114 of 8.9.2006, p 7923.  
Date of commencement, on gazettal.
- 2007 (53) Lake Macquarie Local Environmental Plan 2004 (Amendment No 2). GG No 31 of 9.2.2007, p 770.  
Date of commencement, on gazettal.
- (197) Lake Macquarie Local Environmental Plan 2004 (Amendment No 17). GG No 63 of 4.5.2007, p 2608.  
Date of commencement, on gazettal.
- (318) Lake Macquarie Local Environmental Plan 2004 (Amendment No 7). GG No 83 of 29.6.2007, p 4232.  
Date of commencement, on gazettal.
- (331) Lake Macquarie Local Environmental Plan 2004 (Amendment No 10). GG No 90 of 13.7.2007, p 4502.  
Date of commencement, on gazettal.
- (366) Lake Macquarie Local Environmental Plan 2004 (Amendment No 22). GG No 94 of 27.7.2007, p 4870.  
Date of commencement, on gazettal.

## Table of amendments

Cl 9	Am 2007 (53), Sch 1 [1].
Cl 15, table	Am 2006 No 58, Sch 2.26 [1]; 2007 (53), Sch 1 [2]–[16].
Cl 23	Am 2007 (53), Sch 1 [17].
Cl 24	Am 2007 (53), Sch 1 [18].
Cl 26	Am 2007 (53), Sch 1 [19]–[21].
Cl 27	Am 2007 (53), Sch 1 [22]–[24].
Cl 29	Am 2007 (53), Sch 1 [25] [26].
Cl 34	Am 2007 (53), Sch 1 [27]–[31].
Cl 42A	Ins 2006 (430), Sch 1 [1].
Cl 55	Am 2007 (53), Sch 1 [32].
Cl 60	Am 2007 (53), Sch 1 [33].
Cl 61	Am 2006 (430), Sch 1 [2].
Sch 1	Am 2005 No 64, Sch 2.29; 2007 (53), Sch 1 [34]–[69].
Sch 2	Am 2007 (53), Sch 1 [70]–[72].
Sch 3	Am 2006 (430), Sch 1 [3]; 2006 (566), Sch 1 [1]; 2006 (567), cl 4; 2007 (366), Sch 1.
Sch 4	Am 2007 (53), Sch 1 [73]–[98].
Sch 7	Am 2007 (53), Sch 1 [99] [100].
Sch 8	Am 2007 (197), Sch 1 [1].
Sch 11	Ins 2006 (430), Sch 1 [4].
Dictionary	Am 2004 No 55, Sch 2.18; 24.3.2005; 2005 (720), cl 4; 2006 (128), cl 4; 2006 (258), cl 4; 2006 No 58, Sch 2.26 [2]; 2006 (430), Sch 1 [5]; 2006 (565), cl 4; 2006 (566), Sch 1 [2]; 2007 (53), Sch 1 [101]–[107]; 2007 (197), Sch 1 [2]; 2007 (318), cl 4; 2007 (331), cl 4.