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NOTICE OF ANNUAL GENERAL MEETING FOR DEPOSITED PLAN 270857
(Schedule 1 of the Community Land Management Act 2021)

Kings Estate, Kings Ave, TERRIGAL NSW 2260

29 July 2026

Dear Member/s,

Please find attached the Notice for your upcoming Annual General Meeting. The following pages include important information for the meeting and how to vote.

Your meeting will be held on **Monday, 24 August 2026 at the Terrigal Uniting Church 380 Terrigal Drive, Terrigal.** Your Association Manager will be chairing the meeting under delegated authority and will commence at **06:30 PM**.

Please find following:

- AGM Motions to be voted upon
- Association Committee Motions to be voted upon
- Association Roll Details Confirmation form
- Pre-Meeting Electronic Voting for the AGM
- Proxy Appointment form

Your Meeting Check List:

- Are you Financial?
- Is your Voting Paper OR Proxy Appointment completed and submitted?
- Have you submitted the Association Roll Details Confirmation form?
- Does CSTM hold your current Company Nominee form? If your lot is owned by a Company, under Section 146 of the CLMA 2021, a Company Nominee must be nominated and noted on the Association Roll to be eligible to vote at meetings.

If the motions are to be determined partly by pre-meeting electronic voting, the motions may be amended by further motions given at the meeting after the pre-meeting electronic voting takes place and consequently the pre-meeting vote may have no effect.

If you have any queries regarding this notice, please do not hesitate to contact me.

Kind regards

Darren Clark
CSTM Coastal Strata Pty Ltd (Terrigal)
terrigal@cstm.com.au

1 MINUTES

That the Community Association determine to confirm the minutes of the last Association Meeting as a true record of the proceedings of that Meeting.

2 ASSOCIATION COMMITTEE

That the Community Association determine the membership of the Association Committee as follows:
a) That nominations in writing be received
b) The nominations from those present at the meeting be received.
c) That the number of members of the Association Committee be determined for the forthcoming year.
d) That the members of the Association Committee be determined for the forthcoming year.
e) That the results of the election be noted and that the following person/s are elected as the Association Committee. That the results of the election be noted and that the following person/s are elected as the Association Committee.

Association Committee Notes

CSTM would like to extend their thanks and that of the Community Association, to the member/s who served on the Association Committee for the past year.

(Note: The positions of Chairperson, Secretary and Treasurer of the Association Committee will be determined at a meeting of the Association Committee to be held immediately following the closure of this Annual General Meeting (The minimum number of committee members is 1 and the maximum is 9 and where the number of candidates exceeds the number determined a ballot shall be held).

3 LIMITATIONS ON THE ASSOCIATION COMMITTEE

That the Community Association determine whether there should be any restrictions placed on the Association Committee other than those imposed Clauses 5(a) and 8(i) of Schedule 1 of the Community Land Management Act 2021 and resolves that no further restrictions are to apply.

Limitations on the Association Committee Notes

The Association can place restrictions on the Association Committee and determine that certain matters or types of matters cannot be decided by the Association Committee but must be decided by the Association at a General Meeting. This motion is required to be on the agenda for each Annual General Meeting.

4 REIMBURSEMENTS

That the Community Association determine to reimburse any member of the Association Committee for any out of pocket expenses that they incur as a direct result of their duties imposed under the Act.

5 FINANCIAL STATEMENTS

That the Community Association consider and determine to adopt the accounting records, statements of financial information for the Administrative Fund, Capital Works Fund and any other fund held by the Association for the period of the last Financial Year.

Financial Statements Notes

Any queries regarding these accounts should be directed to our office 24 hours prior to the meeting. Clause 8(b) of Schedule 1 of the Community Land Management Act 2021 requires a form of motion for adoption of the Financial Statements.

6 AUDITOR APPOINTED

That the Community Association determine whether an independent audit of the accounts and financial records of the scheme is required.

Please note that a fee of $88 will be applicable for CSTM's assistance with the auditing process.

Auditor Appointed Notes

An Association for which the Annual Budget exceeds $250,000 (as determined by Clause 20 of the Community Land Management Regulation 2021) must ensure that the Accounts and Financial Statements of the Association are audited before presentation to the Annual General Meeting in accordance with Section 99 of the Community Land Management Act 2021.

7 CONFIRM INSURANCES

That the Community Association determine to confirm its existing insurance policy listed below and further resolves to renew its next insurance policy under the existing types of coverage currently in force (as below).

Confirm Insurances Notes

Policy No.CAH0003024
CHU INSURANCE
Type : Common Property
Broker :

Premium : $8,671.14 Paid on : 5/06/2026 Start : 8/06/2026 Next due : 8/06/2027

Cover	Sum Insured	Excess
Community Property	$1,493,249.00	$500.00
Community Income	$223,987.00	$500.00
Common Contents	$14,932.00	$500.00
Public Liability	$30,000,000.00	$0.00
Voluntary Workers	200,000/2,000	$0.00
Fidelity Guarantee	$250,000.00	$0.00
Office Bearers Liability	$5,000,000.00	$0.00
Gov Audit Costs	$25,000.00	$0.00
Appeal Expenses	$100,000.00	$0.00
Legal Defence Expenses	$50,000.00	$1,000.00
Flood Cover	Included	$500.00

This relates to insurance under Section 148 of the Community Land Management Act 2021, ie. building/structure damage policy.

8 INSURANCE RENEWAL

That the Community Association determine to take out insurance of the kind referred to in the Community Land Management Act 2021 and authorises the Managing Agent prior to the end of term of any existing insurance policy, to obtain three quotations, and taking into consideration the wishes of the Association Committee, if the terms are reasonably comparable, to enter into a new contract for insurance on behalf of the Association.

Insurance Renewal Notes

This relates to insurance under Section 148 of the Community Land Management Act 2021, ie. building/structure damage policy. The association is required to maintain mandatory insurance and can take out additional insurance pursuant to Part 9 Division 1 of the Community Land Management Act 2021.

9 INSURANCE VALUATION

That the Community Association determine pursuant to Section 150 of the Community Land Management Act 2021 to have its building or structures valued for insurance purposes and authorises the Association Managing Agent to engage a Valuer for this purpose.

Insurance Valuation Notes

Last valuation undertaken 3/03/2022

The legislation requires an association to obtain a valuation at least once each 5 years.

10 REPORT ON COMMISSIONS, TRAINING & ANY CONNECTIONS WITH SUPPLIERS/ORIGINAL OWNERS

The Association RESOLVES by ordinary resolution to consider the report from the Managing Agent attached to the notice for the meeting, as to;

a) whether any commissions or training services have been provided to or paid for by the agent (other than by the association) in connection with the exercise by the agent of functions for the association during the preceding 12 months and particulars of any such commissions or training services;
b) any such commissions or training services and the estimated amount or value of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months;
c) whether, during the preceding 12 months, a supplier of goods or services for the association has become connected with the agent, or an original owner of the association has become connected with the agent; and
d) the following information:
   i. the suppliers of goods or services for the association who are connected with the agent,

including details about the nature of the relationship between the agent and the supplier and details about the goods and services provided by the supplier; and

ii. the original owners of the association who are connected with the agent, including details about the nature of the relationship between the agent and the original owner.

Commissions, Training, Suppliers & Original Owners Notes

The Managing Agent may receive commissions and/or training services in connection with the exercise of the agents functions for the association. It is a requirement under section 64(1) of the Community Land Management Act 2021 that the agent provide, at each Annual General Meeting of the association, a report disclosing a range of matters which include the details and amounts of the commissions and training services received for the preceding 12 months and anticipated details and amount of commissions and training services for the following 12 months.

11 WORK HEALTH & SAFETY

That the Community Association engage the services of an independent contractor to undertake a Work Health & Safety Audit of the common property and submit a report to the Managing Agents on the safety and possible hazards at the property and that the Managing Agent forward the report onto the Association Committee for instructions.

Work Health & Safety Notes

CSTM strongly recommend that the Association undertakes a Work, Health & Safety audit by an independent contractor. This is a legislative requirement for all Commercial, Industrial and Mixed Use Schemes.

12 CAPITAL WORKS FUND FORECAST

That the Community Association engage the services of an independent contractor to prepare a Capital Works Fund Forecast for the Association and delegate the function of engaging the contractor to the Association Committee.

13 DEBT COLLECTION

That Community Association DP No 270857 determine for the purpose of collecting levy contributions to authorise the Association's Managing Agent and/or the Association Committee to do any one or more of the following:

a) to issue arrears notices, reminder notices, offer of entering into a payment plan, reminder notices (including via SMS) and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and arrange and monitor payment plans;
   Stage 1 - Reminder Notice for at least $50 and 35 days overdue
   Stage 2 - Final Notice for a lease $100 and 65 days overdue
   Stage 3 - Legal Action commenced for at least $800 and 105 days overdue
   Recovery costs can be found in your Management Agreement under Further Services
b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of Community Association DP No 270857
c) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
f) Liaise, instruct and prepare all matters with the Community Association's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Debt Collection Notes

This resolution gives the Association the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgments obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs. Recovery costs can only be recouped if an order is obtained from a competent jurisdiction.

14 CONSIDERATION OF ENVIRONMENTAL SUSTAINABILITY

That the Community Association determine to:

a. Review and consider the scheme's common property energy and water consumption and expenditure for the previous 12 months, and

b. Include in its capital works fund planning the potential costs associated with the installation, replacement, or repair of sustainability infrastructure, including but not limited to electricity meters,

solar panels, battery storage systems, water-saving fixtures, and sustainable building materials.

15 UTILITY AGREEMENTS

That the Community Association determine to note and consider the current utility supply arrangements in place for the scheme, including those arranged through Strata Energy as part of a multi-site energy procurement service.

Utility Agreements Notes

Strata Energy is engaged to source competitive utility agreements on behalf of CSTM-managed schemes, leveraging bulk purchasing to secure discounted multi-site rates. The current utility provider is generally Origin Energy, though arrangements may vary by scheme.

16 TERMINATE CARETAKER

THAT the Community Association resolves by way of Ordinary Resolution to:

- Terminate the current Caretaker Agreement between the Community Association and Novacoast Services;
- Issue the formal written notice of termination to Novacoast Services in accordance with the notice periods and termination provisions stipulated within the current agreement; and
- Authorise the Association Committee (and/or theAssociation Manager on its behalf) to execute all necessary documents and take all necessary steps to facilitate a smooth handover of association property, keys, and records.

Explanatory Note: *This motion is proposed to formally end the association's engagement of Novacoast Services as the scheme's caretakers. Please note that the current caretaker has declined to put forward a tender for the ongoing servicing of the estate.* ***The proposal moving forward will be to seperate the works currently undertaken into three seperate lots of work being, Lawn Mowing, Gardening and Caretaking. This is detailed in teh following motions.***

17 LAWN MAINTENANCE

THAT the Community Association resolves by way of Ordinary Resolution to:

Accept a quotation and to provide regular lawn mowing services for the Community Parcel and road verges from one of the following contractors:

- Mow It Down
- Central Coast Property Services
- Plant It Mow It

Authorise the Association Committee (and/or the Managing Agent on its behalf) to execute the necessary service agreements, establish the maintenance schedule, and issue instructions to the contractor in accordance with the provided quotation.

Explanatory Note
This motion is proposed to secure a grounds maintenance contractor for the estate. Three quotes were sourced and a comparison of the quotations has been included with this meeting notice. The individual quotations have also been attached.

18 GARDEN MAINTENANCE

That the Community Association resolves by way of Ordinary Resolution to:

Accept the quotation from Plant It Mow It (Quote QU-0204) for annual gardening services at a total estimated cost of $64,064.00 (inclusive of GST); OR ALTERNATIVELY,

Authorise the Caretaker, Association Committee, or Association Manager to engage gardening and horticultural contractors on an as needed basis to maintain the Community Parcel gardens

Explanatory Note: This motion is proposed to determine how the scheme's gardens will be maintained for the upcoming year.The Association approached multiple companies to tender for a comprehensive gardening contract, but they declined to provide a quote. We did receive one quotation from Plant It Mow It for $64,064.00 (inclusive of GST). This quote covers a team of 2-4 gardeners attending fortnightly year-round to prune entryways, weed, remove debris, shape native plants, and apply organic poison. Alternatively, rather than having one contractor complete all the works, the Association may authorise the engagement of different companies to complete set tasks to maintain the gardens on an as needed basis. This alternative approach would likely involve the engagement of different companies using general gardeners to weed, and specialised horticulturists to undertake specialised tree trimming works and the like. The quotation from Plant It Mow It has been attached to this meeting notice, there was also a day rate to undertake specific works.

19 CARETAKER APPOINTMENT

THAT the Community Association resolves by way of Ordinary Resolution pursuant to Section 71 of

the Community Land Management Act 2021 (NSW) to:

Consider the Caretaker agreements tabled at this meeting for the provision of caretaking and/or facilities management services to the Community Parcel;

Appoint the selected contractor as the Facilities Manager for the Community Association;

Approve the proposed Caretaker Agreement with the selected contractor for the term specified in the tabled agreement;

Delegate to the Facilities Manager the functions specified within the approved agreement, in accordance with Section 74 of the Act; and

Authorise the Association Maanger to execute and affix the common seal to the approved Caretakers Agreement on behalf of the Community Association.

Explanatory Note: This motion is proposed to engage a Caretker to assist in the management, maintenance, and control of the Community Property. Owners will review the tabled agreements at the meeting, select the preferred contractor, and formally approve the execution of their contract in compliance with the Community Land Management Act 2021.

BUDGET SUMMARY

The following motions represent the budget amounts to be adopted for the coming year. Combining the total budget amounts from the previous year to the proposed amounts it represents an increase of 5%.

20 CONTRIBUTIONS TO THE ADMINISTRATIVE FUND

That the Community Association determine that the estimate of the contribution required to the Administrative Fund in accordance with section 83(1) of the Act is **$ 217,823.28** & to determine to levy this amount in accordance with section 84(1) of the Community Land Management Act 2021 with contributions due and payable as follows:

Date Instalment Due	Levy Instalment Amount
01/09/2026 (Already Determined)	$48.705.67
01/12/2026	$56,372.53
01/03/2027	$56,372.53
01/06/2027	$56,372.53
01/09/2027*	$56,372.53*

** This levy instalment is not included within the total yearly levy amount of **$ 217,823.28***

Contributions to the Administrative Fund Notes

Under Sections 83 and 84 of the Community Land Management Act 2021 there are requirements to make estimates at each AGM of the association of the amount needed to credit to the administrative fund and to strike those levies. Please note that Section 88 of the Community Land Management Act 2021 requires that any contribution levied by an Association becomes due and payable to the Association on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.

21 CONTRIBUTIONS TO THE CAPITAL WORKS FUND

That the Community Association determine that the estimate of the contribution required to the Capital Works Fund in accordance with section 83(1) of the Act is **$ 22,301.40** & to determine to levy this amount in accordance with section 84(1) of the Community Land Management Act 2021 with contributions due and payable as follows:

Date Instalment Due	Levy Instalment Amount
01/09/2026 (Already Determined)	$8,824.55
01/12/2026	$4,492.32
01/03/2027	$4,492.32
01/06/2027	$4,492.32
01/09/2027*	$4,492.32*

** This levy instalment is not included within the total yearly levy amount of **$ 22,301.40***

Contributions to the Capital Works Fund Notes
Under Sections 83 and 84 of the Community Land Management Act 2021 there are requirements to make estimates at each AGM of the association of the amount needed to credit to the capital works fund and to strike those levies. Please note that Section 88 of the Community Land Management Act 2021 requires that any contribution levied by an Association becomes due and payable to the Association on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.

22 ALTERNATIVE METHODS OF ATTENDANCE AND VOTING

That the Community Association determine, pursuant to Part 3 section 14 of the Regulations, that attendance at General Meetings may be by the following additional means:

a) Telephone/video conference (where available); or
b) Pre-meeting electronic voting;

Which will be specified in the Meeting Notice and will be by accessing the facility specified in the notice and provided by the Managing Agent for the particular Meeting and that any person attending a General Meeting by the alternative means specified in the Meeting Notice and eligible to vote on a matter may cast a vote as if they were physically present at the Meeting.

Alternative Methods of Attendance & Voting Notes
This does not prevent you attending a meeting by proxy or in person (or in the case of a company by the Company Nominee) as authorised under the Act. The Association is able to adopt any of the above means of voting by resolution of the Association in accordance with Clause 27 of Schedule 1 of the Community Land Management Act 2021

23 DATE OF NEXT AGM

That the next Annual General Meeting of the Community Association be set for Monday 23st August 2027 in the offices of CSTM Coastal, Level 1, 72 Terrigal Esplanade, Terrigal commencing at 06:30 PM.

24 REAPPOINTMENT OF MANAGING AGENT

The Association - Deposited Plan No. 270857 determines by ordinary resolution in accordance with section 53 of the *Community Land Management Regulation 2021* to appoint CSTM Coastal Strata ABN 75 120 424 320 as Managing Agent from the date of this meeting, on the terms and conditions set out in the proposed management agency agreement (Agreement) for 3 years, a copy of which is attached to the notice for the meeting, and the Managing Agent be delegated:

i) all of the functions of the association (other than those listed in section 56(2) of the *Community Land Management Act 2021*) and the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;
iii) the association is to execute the Agreement to give effect to this appointment and delegation;
iv) once elected, the association committee is to nominate a representative under the Agreement; and
v) authority is given to the Association Committee Secretary to sign the Agreement on behalf of the association.

25 AMENDMENT TO THE MANGEMENT STATEMENT & BY-LAWS

Note: An alternative to this has been put forward in the next motion.

That the Community Association DP 270857 (Kings Estate Terrigal) resolves by way of SPECIAL RESOLUTION pursuant to Section 131 of the Community Land Management Act 2021 and the existing Community Management Statement, to amend, By-Law 12 (Access Ways and restrictions on Vehicles) by amending sub-clause 12.3(c) as follows:

At the end of existing sub-clause 12.3(c)(i), delete the full stop and insert the word; or* so that sub-clause 12.3(c)(i) reads:

12.3 Owners and Occupiers, but excluding the Developer, must:
- (a) house Vehicles parked on a Lot in accordance with the Guidelines;
- (b) not access a Lot by Vehicle other than from a public road; and
- (c) not permit or allow any boat, caravan, trailer or other heavy equipment to be parked in front of a Lot or kept on a Lot at any time unless:
  - (i) it is wholly behind the building line or within the garage of the Lot, is not visible from public areas or the Community Property, and is otherwise in accordance with the Guidelines; or

- (ii) Where the applicant cannot 100% meet the requirements due to "exceptional circumstances", they may apply to the Association Committee outlining a proposed "detailed plan" for consideration, for one (1) boat (together with its dedicated transport trailer) or one (1) caravan (which includes a camper trailer or motorhome) to be kept on the Lot whether or not it is wholly behind the building line, provided that:

- (A) Core Principle & Absolute Discretion: The Owner or Occupier acknowledges that as a core principle of the Community Scheme, parking boats and caravans in front of Lots is actively discouraged. The Association Committee will evaluate applications on a case by case basis in its absolute discretion, and the granting of an approval for one Lot does not create a precedent for any other Lot;
- (B) Approved Hardstand: The boat or caravan is parked entirely upon a constructed hardstand area that has been submitted to and approved by the Design Review Committee in accordance with the Guidelines;
- (C) Fitted Cover: The boat or caravan is covered at all times with a purpose-designed, custom-fitted cover of a neutral colour consistent with the Guidelines. The cover must be maintained in good repair and clean condition, presenting a neat and tidy appearance to the satisfaction of the Association Committee;
- (D) Boundaries & Safety: The boat or caravan is wholly contained within the boundaries of the Lot, does not encroach onto or overhang any Community Property, footpath, or roadway, and does not obstruct pedestrian or vehicular sightlines;
- (E) Screening: The boat or caravan is screened from public view to the fullest extent possible by fencing or landscaping that complies with the Guidelines, is maintained in a neat and tidy condition, and is deemed satisfactory by the Association Committee;
- (F) Condition & Registration: The boat or caravan is maintained in a neat, safe, roadworthy, and serviceable condition and, where registration is required by law, displays current registration;
- (G) Single Item Limitation: Where an Owner or Occupier owns both a boat and a caravan, only one (1) of those items may be kept on the Lot under this exception. Any additional boat, caravan, or trailer must strictly comply with sub-clause (i);
- (H) Non-Transferability: Any approval granted under this sub-clause is personal to the applicant and specific to the exact vessel or vehicle specified in the application. The approval terminates automatically upon the sale, transfer, or lease of the Lot, or if the applicant replaces the approved boat or caravan; and
- (I) Right of Revocation: The Association Committee reserves the right to revoke any approval granted under this sub-clause upon giving fourteen (14) days' written notice if the Owner or Occupier fails to comply with any condition from (A) through (H). Upon revocation, the item must be immediately removed from the front of the Lot.

Explanatory Note: This motion is proposed to amend By-Law 12.3(c) of the Community Management Statement by adding sub-clause (ii).

26 CHANGE TO BY-LAW 12.3 C

That the Community Association DP 270857 (Kings Estate Terrigal) resolves by way of SPECIAL RESOLUTION pursuant to Section 131 of the Community Land Management Act 2021 and the existing Community Management Statement, to amend By-Law 12 (Access Ways and restrictions on Vehicles) by deleting sub-clause 12.3(c) and inserting a new sub-clause 12.3(c) in its place as follows:

DELETE

Delete existing sub-clause *12.3(c) in its entirety:

"not permit or allow any boat, caravan, trailer or other heavy equipment to be parked in front of a Lot or kept on a Lot at any time unless it is wholly behind the building line or within the garage of the Lot and is not visible from public areas or the Community Property and is otherwise in accordance with the Guidelines."

INSERT

Insert the following new text in its place as sub-clause 12.3(c):

"not permit or allow any trailer or other heavy equipment to be parked in front of a Lot or kept on a Lot at any time unless it is wholly behind the building line or within the garage of the Lot and is not visible from public areas or the Community Property and is otherwise in accordance with the Guidelines. There is an exception of 1 only Caravan, Boat or Jetski is permitted to be parked on the driveway when it is not possible to be stored behind the building line or within the garage of the Lot and if permitted by council a second driveway or wider driveway will be permitted for them to be stored on."

Explanatory Note: This motion is proposed by the Owner of Lot 117 for the following reasons:
(a) Practical Access: To allow residents to keep caravans, boats, or jet skis on their property where they do not fit in a garage or where the layout prevents access to store them behind the building line.
(b) Changing Circumstances: The current guideline does not accommodate changes in a resident's circumstances for example, where an owner acquires a caravan, boat, or jet ski after building or moving in, and it is impossible to store it under current restrictions.
(c) Reducing Street Parking: The Association's by-laws have no jurisdiction over public roads. Consequently, registered trailers and recreational vehicles can legally be parked on the public street. Permitting them on driveways encourages owners to move this equipment off the road.
(d) Safety & Aesthetics: Moving recreational vehicles and trailers off public roads reduces street congestion and creates a safer environment for residents and motorists.

27 SUB DIVISION LOT 74

It is SPECIALLY RESOLVED that pursuant to section 15 (3) (b) of the *Community Land Development Act 2021* (NSW) that the Community Association authorises the execution on behalf of the Community Association of the plan of subdivision of lot 74 in DP270857 (**Plan of Subdivision**) and the Section 88B Instrument (copies of which are attached to this motion).

28 BY-LAW SPECIAL RIGHTS

It is SPECIALLY REOLVED that **only if resolution 27 is passed** that following registration of the Plan of Subdivision an association property rights by laws (33 and 34) shall be created in the form annexed to this Motion for the benefit of (what will be) lots 146 and 147 (Association Property Rights By-Law).

29 EXECUTION FOR SUB DIVISION

It is determined by ordinary resolution;

1. That the managing agent of the Scheme (as appointed pursuant to section 53 of the Community Land Management Act 2021 (NSW) is authorised to execute all necessary documents required to register at NSW Land Registry Services the Plan of Subdivision and Section 88B Instrument.
2. That the managing agent of the Scheme (as appointed pursuant to section 53 of the Community Land Management Act 2021 (NSW) is authorised to execute all necessary documents required to register at NSW Land Registry Services the Association Property Rights By-Law.
3. That Penmans Lawyers be authorised to represent the Community Association in a PEXA Workspace to enable the registration of the Association Property Rights By-Law and that the managing agent be authorised to sign the client authorisation form required for that purpose.
4. That the Owner of Lot 74 (or Lots 146 and 147 depending on when the costs are incurred) pay all legal costs and expenses in connection with the preparation and registration of the above documents.

30 DEFER BY-LAW BREACHES

That the Owners Corporation determine that any outstanding by-law breaches be referred to the Association Committee for determination of any next steps as required.

Explanatory Note: Until some decision were reached at todays meeting it was pointless to pursue various by-law breaches.

Date of this notice: 29 July 2026

The name of your CSTM Manager and Chairperson is Darren Clark

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THE MEMBERS OF LOTS IN THE DEPOSITED PLAN NO: 270857

ADDRESS: Kings Estate, Kings Ave, TERRIGAL NSW 2260

NOTICE OF AN ASSOCIATION COMMITTEE MEETING OF DEPOSITED PLAN NO: 270857

An Association Committee Meeting will be held on **Monday, 24 August 2026** and it will commence upon completion of the Annual General Meeting**.**

The Agenda for the meeting is:

1 - MINUTES
That the Association Committee determine to confirm the minutes of the last Association Committee Meeting as a true record of the proceedings of that Meeting.

2 - ASSOCIATION COMMITTEE
That nominations be sought for the positions of Chairperson, Secretary and Treasurer and that Members of the Association Committee be duly elected to fill these positions.

Note: *The association is required to have an association committee. Under Section 45 of the Community Land Management Act 2021 the members of an association committee must, at the first meeting of the association committee after they assume office as members, appoint a chairperson, secretary and treasurer of the association committee. These positions can be combined*

3 - POINT OF CONTACT
That a member of the Association Committee be elected to be the schemes point of contact to interact with the Association Managing Agent.

4 - INVOICE APPROVAL
That the Association Committee determine the process for invoice approval via the SMATA platform by resolving one of the following options:

Option A: Instruct CSTM to approve all invoices on behalf of the Association: OR

Option B: Appoint one or more Association Committee members as external approvers on the SMATA platform, who will be required to give final approval for invoice payments. The Association Committee will determine at this meeting the approval threshold amount (e.g. $1,500) and the number of Committee Members required to approve each invoice.

Invoice approval Notes
It is recommended that more than one Association Committee Member be appointed as an approver to ensure continuity in the approval process in the event that a designated approver is unavailable, such as due to holidays or other commitments.

Date of this notice: 29 July 2026

Association Roll Details Confirmation

Deposited Plan 270857 - Kings Estate, Kings Ave, TERRIGAL NSW 2260

29 July 2026

Dear Member/s,

Please assist us to ensure that the information recorded on our database is correct by completing the below, including your preferred title (eg. Mr, Mrs, Ms, Dr) then sign where indicated and return to our office for processing.

If the lot is owned by a company, this form MUST be completed by the <u>Company Nominee.</u> 'Appointment of a Company Nominee' form available upon request.

Darren Clark
CSTM Coastal Strata
==========

Owner Details: Lot No. _____ Unit No. _____

Owner Name/s: _____

Address: _____

T (H): _____ W: _____ M: _____

Email: _____
(Please print clearly)

Delivery Details: *circle **<u>1</u>** option only for each of the following <u>2</u> document types*

1. Levy Notices: Email to Owner <u>OR</u> Post to Owner <u>OR</u> Email to Agent <u>OR</u> Email to Tenant

2. All other Correspondence: Email to Owner <u>OR</u> Post to Owner <u>OR</u> Email to Agent

Owner Occupier: YES / NO

Rental Agent Details: Name: _____

Address: _____ T: _____

Tenant Details: (if self-managed) All names on lease: _____

_____

Telephone H: _____ W: _____ M: _____

Email: _____

Owner Name: _____ **Owner Signature:** _____ ___/___/___

Return to: CSTM Coastal Strata - PO Box 100, Terrigal NSW 2260 OR E: terrigal@cstm.com.au

PROXY APPOINTMENT FORM

Community Land Management Act 2021 (Clause 25 (1) of Schedule 1)

Date ___/___/___ I/We _____ the owner(s)

of lot _____ in *Community *Precinct *Neighbourhood Association Deposited Plan No. _____

appoint _____ of_____

as my/our proxy for the purposes of meetings of the Association (including adjournments of meetings).

I/We appoint _____ of_____

as my/our proxy for the purposes of meetings of the Association (including adjournments of meetings) if the named above already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect.
[tick OR tick & complete whichever ONE applies below]:

❑ 1 Meeting ❑ 1 Month ❑ 12 Months
❑ ___ Meetings ❑ __ Months ❑ 2 Consecutive Annual General Meetings

Note: The appointment cannot have effect for more than 12 months or 2 consecutive AGM's, whichever is the greater.

[tick and complete whichever applies below]:

❑ 1. This form authorises the proxy to vote on my/our behalf on all matters.
OR
❑ 2. This form authorises the proxy to vote on my/our behalf on the following matters only:
[Specify the matters and any limitations on the matter in which you want the proxy to vote.]

_____

❑ 3. If a vote is taken on whether (the managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/We want the proxy to vote as follows:

_____

Voting Table:

Motion 1 Yes/No	Motion 2 Yes/No	Motion 3 Yes/No	Motion 4 Yes/No	Motion 5 Yes/No
Motion 6 Yes/No	Motion 7 Yes/No	Motion 8 Yes/No	Motion 9 Yes/No	Motion 10 Yes/No
Motion 11 Yes/No	Motion 12 Yes/No	Motion 13 Yes/No	Motion 14 Yes/No	Motion 15 Yes/No
Motion 16 Yes/No	Motion 17 Yes/No	Motion 18 Yes/No	Motion 19 Yes/No	Motion 20 Yes/No
Motion 21 Yes/No	Motion 22 Yes/No	Motion 23 Yes/No	Motion 24 Yes/No	Motion 25 Yes/No

Association Committee:
Do you wish to be elected to the Association Committee (one nomination per lot) Yes / No
Preferred Position if elected (number 1-4) __ Chairperson __ Treasurer __Secretary __ Member

_____ _____
Name of Nominated Person *Signature of Nominee as consent*

I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of Owner/s: _____ _____

Name of Owner/s: _____ _____

Return this Proxy to CSTM Coastal, PO Box 100, TERRIGAL NSW 2260 or terrigal@cstm.com.au

NOTES ON APPOINTMENT OF PROXIES

This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the Association at or before the first meeting in relation to which it is to operate.

This form will be revoked by a later proxy appointment form delivered to the secretary of the Association in the manner described in the preceding paragraph.

This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.

If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies The total number of proxies that may be held by a person (other than proxies held by the person as co-owner of a development lot or neighbourhood lot) voting on a resolution at a meeting of an association are as follows--
(a) if the scheme has 20 development lots or neighbourhood lots or fewer--1,
(b) if the scheme has more than 20 development lots or neighbourhood lots--a number that is not more than 5% of the total number of development lots or neighbourhood lots.

However, a person who owns more than 1 development lot or neighbourhood lot in a scheme may appoint a single proxy in respect of all the lots.

An original owner or a person connected with the original owner cannot cast a vote by means of a proxy or power of attorney given by another owner of a relevant lot in the scheme if the proxy or power of attorney was given pursuant to a term of the sale contract for the lot or pursuant to another contract or arrangement that is ancillary or related to the sale contract. This does not apply to a proxy or power of attorney given by a person to another person connected with him or her.

Notes on Rights of Proxies to Vote
A duly appointed proxy:

- may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the Association), subject to any limitation in this form, or may demand a poll, and
- may vote in the person's own right if entitled to vote otherwise than as a proxy, and
- if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
- A proxy is not authorised to vote on a matter:
- if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
- so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a managing agent, facilities manager or on-site residential property manager, or
- if the right to vote on any such matter is limited by this form.

Annual General Meeting Notes

Schedule 1 of the Community Land Management Act 2021

Attending the meeting or nominating a proxy

If you are not a subsidiary body or other corporation, voting and other rights may be exercised in person or by proxy. If you are a corporation other than a subsidiary body, voting and other rights may be exercised only by the company nominee in person or by proxy. Accordingly, if the company nominee cannot attend the meeting, then another person should be appointed to be the proxy. If you are a subsidiary body, voting and other rights may be exercised only by proxy. The form of proxy must be in the prescribed form with the common seal of the relevant corporation duly affixed. A proxy form is attached to the notice of this meeting. In addition, the appointed proxy cannot appoint (including transferring or conferring) another person as proxy to represent that subsidiary body.

Payment of contributions

You cannot vote on a motion for an ordinary or special resolution unless the following amounts, payable as at the date of the meeting, have been paid before the meeting:

(a) All contributions levied on the member by the Association, and

(b) Any other money recoverable from the member by the Association

Persons entitled to vote at general meetings

(1) Persons who have right to vote Each member of the association, and each person entitled to a priority vote, has voting rights that may be exercised at a general meeting of the association, but only if the member or person is shown on the association roll and, in the case of a corporation, the company nominee is shown on the association roll.

(2) Exercise of voting rights by subsidiary bodies Voting rights may be exercised at the meeting by a subsidiary body only by proxy.

(3) Exercise of voting rights by joint first mortgagees or joint covenant chargees Voting rights may be exercised at the meeting by joint first mortgagees or joint covenant chargees only by proxy (who may be one of them) duly appointed by all of them jointly.

(4) Exercise of voting rights by owner, first mortgagee or covenant chargee The voting rights of an owner or first mortgagee or covenant chargee of a relevant lot (other than a co-owner, mortgagee or covenant chargee) may be exercised--

(a) unless the owner, mortgagee or covenant chargee is a corporation--in person or by proxy, or

(b) if the owner, mortgagee or covenant chargee is a corporation--by the company nominee in person, or by proxy appointed by the corporation.

(5) Exercise of voting rights by co-owners to be by proxy The voting rights of co-owners of a relevant lot may not be exercised by them individually but may be exercised--

(a) by a proxy (who may be one of them), or

(b) as provided by subclause (6).

(6) Other circumstances in which co-owners may exercise voting rights If, on a vote at a general meeting, the rights of co-owners of a relevant lot are not exercised by a proxy as referred to in subclause (5), 1 of them may act as such a proxy--

(a) if the other co-owners are absent or those who are present give their consent, or

(b) if paragraph (a) does not apply--if he or she is the owner first named on the association roll as 1 of the co-owners.

(7) Exercise of voting rights by owners of successive estates in lot If there are owners of successive estates in a relevant lot, only the owner of the first estate may vote at a general meeting.

(8) Exercise of voting rights where owner holds lot as trustee If the owner of a relevant lot holds it as trustee, a person beneficially entitled may not vote at a general meeting.

(9) Voting rights cannot be exercised if contributions not paid A vote at a general meeting (other than a vote on a motion requiring a unanimous resolution by a member of the association or a person with a priority vote in respect of a member does not count if the member was an unfinancial member at the date notice of the meeting was given and did not pay the amounts owing before the meeting.

(10) Effect of failure to give association interest notice This clause does not confer a right to vote on a person deprived of the right by failing to comply with the requirement to give an association interest notice.

Quorum

(1) Quorum required for motion or election A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.

(2) When quorum exists A quorum is present at a meeting only in the following circumstances--

(a) if not less than one-quarter of the members of the association entitled to vote on the motion or election are present either personally or by duly appointed proxy,

(b) if not less than one-quarter of the total unit entitlement of the scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,

(c) if there are 2 persons who are present either personally or by duly appointed proxy and who are

entitled to vote on the motion or election, in a case where there is more than 1 member of the association and the quorum otherwise calculated under this subclause would be fewer than 2 persons.

(3) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

(4) Procedure if no quorum If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must--

(a) adjourn the meeting for at least 7 days, or

(b) declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

(5) Quorum for adjourned meeting If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

Meetings of Association Committee Notes

Schedule 2 of the Community Land Management Act 2021

Decisions at meetings

(1) Voting at meetings A motion put to a meeting is to be decided according to a majority of the number of the votes cast for and against the motion by the members present (other than any tenant member, in the case of a neighbourhood committee) or in the manner set out in subclause (3).

(2) If there is only 1 member of the association committee, the decision of the committee is the decision of that member.

(3) Voting in writing A motion proposed to be put to a meeting is taken to have been validly passed even if the meeting was not held if--

(a) notice was given of the meeting in accordance with this Schedule, and

(b) a copy of the motion was given to each member of the committee, and

(c) the motion was approved in writing by a majority of the members of the committee (other than any tenant member, in the case of a neighbourhood committee).

(4) Decisions to have no effect if opposed by more than specified owners A decision of an association committee has no force or effect if, before the decision is made, notice is given to the secretary of the association by 1 or more owners of relevant lots, the sum of whose unit entitlements exceeds one-third of the total unit entitlements, that the making of the decision is opposed by those owners.

(5) Voting rights cannot be exercised if contributions not paid A member of the association committee is not entitled to vote on any motion put or proposed to be put to the committee if the member was, or was nominated as a member by a member who was, an unfinancial member of the scheme at the date notice of the meeting was given and the amounts owed by the unfinancial member were not paid before the meeting.

(6) Tenant member not entitled to vote A tenant member of a neighbourhood committee is not entitled to vote on any motion put or proposed to be put to the committee.

Quorum

(1) Quorum required for motion A motion submitted at a meeting of an association must not be considered unless there is a quorum present to consider and vote on the motion.

(2) When quorum exists A quorum is present at a meeting only in the following circumstances--

(a) in the case of an association which has only 1 member--if the member is present,

(b) in any other case--if not less than one-half of the persons entitled to vote on the motion are present.

(3) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

(4) The quorum for meetings of an association committee is to be calculated on the basis of the number of members last determined by the association for the committee.

Non-member owner may attend

An owner or member or, if the owner of a relevant lot is a corporation, any company nominee of that corporation is entitled to attend a meeting but is not entitled to address the meeting unless authorised to do so by the resolution of the association committee.

PRE-MEETING ELECTRONIC VOTING PAPER

(Section 15 Community Land Mangement Regulation 2021)

Pre-meeting electronic voting can be accessed through your owners portal. If you have an email address and not yet created your owners portal account, please email terrigal@cstm.com.au to request an 'invitation' where you can then create your account and login here: <https://my.smata.com>

Follow the below steps to cast your vote:

1. Towards the bottom of the main building screen listed under Upcoming Meetings, select "VOTE" on the appropriate meeting.
2. Cast your vote accordingly on each of the motions, and finally click submit at the bottom.
3. Voting must be completed 24 hours before the scheduled meeting time.

IMPORTANT INFORMATION ON PRE-MEETING ELECTRONIC VOTING

Pre-Meeting Electronic Voting Notice:

1. If the motion is to be determined ***partly*** by pre-meeting voting. This means that you may vote either by pre-meeting electronic voting or by attending the meeting itself. If you choose to cast a pre-meeting electronic vote, you should be aware that the motion may be amended at the general meeting if other voting options are available. If that occurs your pre-meeting vote may have no effect. The pre-meeting vote can not be counted towards some motions such as the election of the Strata Committee and other similar motions that are not a straightforward yes or no.
2. If the motion is to be decided only by pre-meeting electronic voting. This means that the motion cannot be amended at the meeting for which the pre-electronic meeting is conducted and that you will not be able to vote on the motion at the meeting itself.

Commissions, Training & Connections Disclosures

S61 - Commissions and training services provided to or paid for the agent (other than by the association) in connection with the exercise by the agent of functions for the association requiring association approval:

Commission Disclosure - Insurance
Provider: CHU
Nature of Benefit: Insurance commissions.
Estimated Amount/Calculation: $1,398.92 - calculated as a percentage of the insurer's base premium for policies placed for the Association (excl. government charges), as detailed on the insurer/broker statement.
Connection to Agent's Functions/Services: Commission on insurance effected for the Association.
Relationship Between Managing Agent & Provider: Professional; no ownership or related-entity interest.
Why it is in the Associations Best Interests: Access to broader markets, placement/renewal support, claims advocacy and policy optimisation without additional OC fees; commission remunerates broker services.
Conflict Compliance: Acceptance and disclosure do not breach Sch 1 cl 11; no conflict arises and the agent continues to act in the OC's best interests.

Training Benefit Disclosure - Staff Training
Provider: Bannermans Lawyers.
Nature of Benefit: Provision of training to the Agent's staff.
Estimated Amount/Calculation: This service is paid for by CSTM.
Connection to Agent's Functions/Services: Training improves competence directly related to association management services provided to the Association.
Relationship Between Managing Agent & Provider: Independent professional relationship; no ownership or related-entity interest.
Why it is in the Associations Best Interests: Enhances staff capability, service quality and operational efficiency, delivering better outcomes for the association.
Conflict Compliance: The training benefit, as disclosed, does not create any obligation or expectation of reciprocity and does not breach Sch 1 cl 11; no conflict arises and the agent continues to act in the OC's best interests.

Connection with Suppliers
Persons who are suppliers of potential suppliers to you, in relation to whom we are a "connected person" for the purposes of the act, by reason of the relationship or potential future relationship specified below.

Supplier	Goods or services supplied to strata schemes	Nature of relationship with us
Labour of Love Trade Services P/L	Plumbing	We may directly engage their services
Chisel Constructions	Builder	We may directly engage their services
Terrigal Electrical Services	Electrician	We may directly engage their services
Avoca Beach Hardware	Locksmiths	We may directly engage their services
Coast Property Maintenance	Handyman & Cleaning	We may directly engage their services
Terrigal Maintenance	Cleaning	We may directly engage their services
Dan's Lawns & Edges	Lawns	Family member of CSTM Staff Member

Connection with Original Owner
The Managing Agent confirms that there are **no disclosures to be made** in relation to any connection with the original owner.

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ANNUAL REPORTS

for the financial year to 30/06/2026

Community Association 270857

Kings Estate, Kings Ave, TERRIGAL NSW 2260

Manager: Darren Clark

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Statement of Key Financial Information

Approved form: Community Land Management Act 2021 (Section 98)

The Owners--Community Association Kings Estate, Kings Ave, TERRIGAL NSW 2260
270857

Name of Fund: **Administrative Fund**

Reporting Period: 1/07/2025 to 30/06/2026	$	
Balance carried forward from previous reporting period:	**72,879.95**	
Total income received during reporting period:	191,728.11	(2)
Total interest earned by fund during reporting period:	394.11	(3)
Total contributions paid during reporting period:	189,612.06	
Total unpaid contributions payable for reporting period:	8,025.10	(4)
Total expenditure for maintenance during reporting period:	186,668.87	(5)
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	**60,605.84**	

List of principal items of expenditure proposed for next reporting period: (6)

Admin--Agent Disburst--Postage	320.00
Admin--Archive Storage Fees	72.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	460.00
Admin--Further Services Fees	3,000.00
Admin--Management Fees--Standard	40,322.00
Admin--Meeting Room Expenses	300.00
Admin--Online Services	7,205.00
Admin--Stationery & Printing	7,205.00
Insurance--Premiums	8,742.00
Insurance--Valuation	700.00
Maint Bldg--Contingency	5,000.00
Maint Bldg--General Repairs	9,000.00
Maint Bldg--Pest/Vermin Control	1,000.00
Maint Bldg--Riparian VMP	6,000.00
Maint Bldg--Survey Fees -Covenant Land - Rd Embank	13,000.00
Maint Grounds--Landscaping	47,000.00
Maint Grounds--Lawns & Gardening	60,000.00
Staff--Contract Building Manager	12,000.00
Utility--Electricity	4,500.00
Utility--Gross Pollutant Trap	1,000.00
Utility--Water & Sewerage	1,500.00

Notes:
(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.
(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.
(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.
(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.
(5) All expenditure for the plan is shown under maintenance. As the plan is GST registered all amounts shown in expenditure totals are exclusive of GST.
(6) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Total Expenses	229,026.00

Notes:
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(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.
(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.
(5) All expenditure for the plan is shown under maintenance. As the plan is GST registered all amounts shown in expenditure totals are exclusive of GST.
(6) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Name of Fund: **Capital Works Fund**

Reporting Period: 1/07/2025 to 30/06/2026	$	
Balance carried forward from previous reporting period:	**69,583.61**	
Total income received during reporting period:	38,258.59	(2)
Total interest earned by fund during reporting period:	1,646.01	(3)
Total contributions paid during reporting period:	38,250.30	
Total unpaid contributions payable for reporting period:	1,505.11	(4)
Total expenditure for maintenance during reporting period:	7,200.00	(5)
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	**98,688.85**	

List of principal items of expenditure proposed for next reporting period: (6)

Maint Grounds--Landscaping--Capital Works	20,000.00
Total Expenses	20,000.00

Notes:
(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.
(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.
(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.
(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.
(5) All expenditure for the plan is shown under maintenance. As the plan is GST registered all amounts shown in expenditure totals are exclusive of GST.
(6) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

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Balance Sheet
As at 30/06/2026

The Owners--Community Association 270857 Kings Estate, Kings Ave, TERRIGAL NSW 2260

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(12,274.11)
Owners Equity--Admin	72,879.95
	60,605.84
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	29,105.24
Owners Equity--Capital Works	69,583.61
	98,688.85
Net owners' funds	**$159,294.69**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	55,956.62
Receivable--Levies--Admin	8,025.10
Receivable--Owners--Admin	1,492.01
	65,473.73
Capital Works Fund	
Cash at Bank--Capital Works	46,978.31
Receivable--Levies--Capital Works	1,505.11
Investment#1--Capital Works	51,556.75
Cash at Bank--Capital Works Construction Bonds--Capital Work	67,500.00
Cash at Bank--Capital Works Access Trail Bonds--Capital Work	3,000.00
	170,540.17
Unallocated Money	
Cash at Bank--Unallocated	802.48
	802.48
Total assets	236,816.38
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	2,191.66
Prepaid Levies--Admin	2,676.23
	4,867.89
Capital Works Fund	
Creditor--GST--Capital Works	866.34
Prepaid Levies--Capital Works	484.98
Construction Bond Holding Deposits--Capital Works	67,500.00
Access Trail Bond Holding Deposits--Capital Works	3,000.00

	Current period
	71,851.32
Unallocated Money	
Prepaid Levies--Unallocated	802.48
	802.48
Total liabilities	77,521.69
Net assets	**$159,294.69**

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Income & Expenditure Statement for the financial year to 30/06/2026

The Owners--Community Association 270857 Kings Estate, Kings Ave, TERRIGAL NSW 2260

Administrative Fund

	Current period 01/07/2025-30/06/2026	Previous year 01/07/2024-30/06/2025
Revenue		
Interest on Arrears--Admin	394.11	916.59
Levies Due--Admin	173,261.00	165,008.79
Status Certificate Fees	545.00	218.00
Strata Roll Inspection Fees	194.65	31.00
Total revenue	174,394.76	166,174.38
Less expenses		
Admin--Agent Disburst--Postage	320.00	0.00
Admin--Archive Storage Fees	70.92	70.92
Admin--Auditors--Taxation Services	458.00	458.00
Admin--Further Services Fees	3,012.74	780.00
Admin--Legal Fees & Debt Collection Fees	0.00	85.00
Admin--Management Fees--Standard	37,068.39	35,303.15
Admin--Meeting Room Expenses	181.82	145.45
Admin--Online Services	1,309.92	1,309.92
Admin--Stationery & Printing	8,631.40	8,220.25
Admin--Status Certificate Fees Paid	654.00	109.00
Admin--Strata Inspection Fees Paid	194.65	31.00
Insurance--Premiums	7,946.91	6,924.76
Maint Bldg--General Repairs	1,607.70	2,961.70
Maint Bldg--Pest/Vermin Control	860.00	250.00
Maint Bldg--Survey Fees -Covenant Land - Rd Embank	5,750.00	10,580.00
Staff--Contract Building Manager	113,372.00	119,943.50
Utility--Electricity	4,037.45	2,698.85
Utility--Water & Sewerage	1,192.97	1,159.55
Total expenses	186,668.87	191,031.05
Surplus/Deficit	(12,274.11)	(24,856.67)
Opening balance	72,879.95	97,736.62
Closing balance	**$60,605.84**	**$72,879.95**

Capital Works Fund

	Current period 01/07/2025-30/06/2026	Previous year 01/07/2024-30/06/2025
Revenue		
Interest on Arrears--Capital Works	89.26	103.46
Interest on Investments--Capital Works	1,556.75	0.00
Levies Due--Capital Works	34,659.23	33,009.83
Total revenue	36,305.24	33,113.29
Less expenses		
Maint Bldg--General Repairs--Capital Works	0.00	5,176.94
Maint Grounds--Landscaping--Capital Works	7,200.00	8,250.00
Total expenses	7,200.00	13,426.94
Surplus/Deficit	29,105.24	19,686.35
Opening balance	69,583.61	49,897.26
Closing balance	**$98,688.85**	**$69,583.61**

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The Owners--Community Association 270857 Kings Estate, Kings Ave, TERRIGAL NSW 2260

Administrative Fund

	Proposed budget
Revenue	
Levies Due--Admin	198,021.16
Total revenue	198,021.16
Less expenses	
Admin--Agent Disburst--Postage	320.00
Admin--Archive Storage Fees	72.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	460.00
Admin--Further Services Fees	3,000.00
Admin--Management Fees--Standard	40,322.00
Admin--Meeting Room Expenses	300.00
Admin--Online Services	7,205.00
Admin--Stationery & Printing	7,205.00
Insurance--Premiums	8,742.00
Insurance--Valuation	700.00
Maint Bldg--Contingency	5,000.00
Maint Bldg--General Repairs	9,000.00
Maint Bldg--Pest/Vermin Control	1,000.00
Maint Bldg--Riparian VMP	6,000.00
Maint Bldg--Survey Fees -Covenant Land - Rd Embank	13,000.00
Maint Grounds--Landscaping	47,000.00
Maint Grounds--Lawns & Gardening	60,000.00
Staff--Contract Building Manager	12,000.00
Utility--Electricity	4,500.00
Utility--Gross Pollutant Trap	1,000.00
Utility--Water & Sewerage	1,500.00
Total expenses	229,026.00
Surplus/Deficit	(31,004.84)
Opening balance	60,605.84
Closing balance	$29,601.00

Total units of entitlement	53360
Levy contribution per unit entitlement	$4.08
Budgeted standard levy revenue	198,021.16
Add GST	19,802.12
Amount to raise in levies including GST	$217,823.28

Capital Works Fund

	Proposed budget
Revenue	
Levies Due--Capital Works	20,274.00
Total revenue	20,274.00
Less expenses	
Maint Grounds--Landscaping--Capital Works	20,000.00
Total expenses	20,000.00
Surplus/Deficit	274.00
Opening balance	98,688.85
Closing balance	$98,962.85
Total units of entitlement	53360
Levy contribution per unit entitlement	$0.42
Budgeted standard levy revenue	20,274.00
Add GST	2,027.40
Amount to raise in levies including GST	$22,301.40

cstm
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community for strata title management

cstm.com.au

COMMUNITY MANAGEMENT PROPOSAL

29/07/2026

Community Association 270857,
Kings Ave,
TERRIGAL NSW 2260

1. OUR PROPOSAL

This document contains a proposal for you to engage CSTM Terrigal as your Community Managing agent. We introduce our agency, explaining how we do things and detail our services and fees. If you accept this proposal and enter into an agency agreement with CSTM, this proposal will form part of your agency agreement.

2. ABOUT CSTM STRATA GROUP

"Management is doing things right; leadership is doing the right things" Peter Drucker

At CSTM Strata Group, we endeavour to embrace both.

As a Strata Group we offer significant benefits to our clients:

- **Depth in our Community Management:** CSTM has teams of experienced Community Management professionals at your disposal.
- **Teamwork and Business Improvement:** Our teams know and work with each other, by combining training and continuous business improvement to ensure we deliver knowledge; leadership and services underpinning solid Community management skills.
- **Backup support in challenging times:** CSTM has designed our systems (telephone and data), so that branches within the Group can take over another branch's services to clients, should the local branch experience an outage or disruption. CSTM will be there in the direst of events, when you need the help of a service provider who is still operational and able to work with you, to overcome the challenges such events create.
- **Safe, secure and accessible data:** CSTM has developed multiple levels of storage for your data, all securely backed up. Your data is available from multiple fronts, easily, quickly and securely.
- **Cost Effective:** In our evaluation and implementation of our systems, CSTM seeks quality as well as cost effective options, for what we consider is required to supply the services you need.

CSTM Strata Group is proudly built around our local teams.

Our team at CSTM Terrigal will be overseeing the management of your Community. In addition, you will have access to support from our wider team as needed to ensure comprehensive service for your Community.

3. A PROVEN MODEL FOR EFFECTIVE COMMUNITY & NEIGHBOURHOOD ASSOCIATIONS

A Community/Neighbourhood Association has functions and responsibilities under the Community Land Management Act 2021. An Association requires an Association Committee including a Chairperson, a Secretary and a Treasurer. The Association Committee has a very important role within the management of the Association. Between General Meetings, we work closely with Committees in seeking approval for quotes, for payment of invoices, and other day-to-day matters that may arise.

To be effective, efficient and cost effective as an Association, our experience has shown the following are vital:

- An active Association Committee, able to make timely decisions on behalf of the Association
- Email contact with the Committee and Owners for timely and efficient communication.
- Proxies or voting papers completed and forwarded to us, if owners cannot attend a meeting. This will ensure a continuous service without delays and added expense through adjourned meetings.
- Prompt payment of levies by the due date.
- The Association Manager is authorised to approve expenditure of up to $1,000 for necessary works without requiring prior approval from the Association or Association Committee.
- Authority to undertake and pay for all compliance reports required (Pools, lifts, window locks, asbestos, roof anchor points and other required through Legislation).

If you accept this proposal and enter into an agency agreement with CSTM, you will delegate some of your functions to us and authorise us to perform some of those functions for you.

There can and generally will be functions that you have not, or cannot, delegate to CSTM. In particular:

- A delegation prohibited under section 56 of the Community Land Management Act 2021
- A decision on a matter that is required to be decided by the Association
- A determination relating to the levying or payment of contributions

Your delegation of functions to CSTM will be limited to the extent required for us to perform the *Primary Services*, which we are required to provide and the *Further Services*, which we may agree to provide under instruction, by the Association and/or Association Committee.

You can continue to perform some of the functions yourselves and some Associations prefer to do so, especially where they have Committee members with appropriate expertise.

Our obligation to provide a particular service depends on whether it is a *Primary Service*, which we are required to provide under the Agency Agreement. *Further Services* as listed will be under instruction from the Association, or the Association Committee, and by agreement with your Strata/Association Manager. *Further Services* will attract additional fees.

There will be situations where the Association Committee are not empowered under the Act to make certain decisions and a General Meeting and resolution will be required.

- You authorise us to communicate with you by email, using addresses as supplied by you and noted on the Association Roll

- You authorise us to undertake compliance requirements such as Pool Safety Certificates, Lift certificates, Asbestos reports, Roof Anchor point testing and window lock reports where required.
- We will account to you for any monies received by us on your behalf on a calendar quarterly basis, by written report to your treasurer within 30 days of the end of the relevant quarter.

4. OUR SERVICES

Associations have different circumstances and needs. Typically Associations vary in culture and the way they would like to operate their Associations. Association Committees also vary in experience and style, some being quite independent in their operations and others requiring more assistance from their Strata/Association Manager. As a Group, CSTM is also seeking to achieve our goals of providing quality services at a competitive price.

Therefore to meet those needs and goals in an individual and flexible way, CSTM structures its services and fees as follows:

- CSTM implements an annual management fee and fixed disbursement fee ($55 ex GST, per lot per annum), for which we provide *Primary Services.*
- We also offer *Further Services* as and when required and largely under the instruction of the Association or Association Committee. As these are variable and usually unforeseen, we apply a fee based around the time to complete the service and disbursements incurred and around the quoted hourly rate of the CSTM Team member undertaking the work.
    - **Primary Services**- these are services as detailed in the agreement that are supplied by us for the annual management fee plus a disbursement charge of $55 ex GST per lot per annum.
    - **Further Services** – variable in nature, these are other services you may require from time to time. If CSTM is engaged to provide *Further Services*, we will charge for them at fixed amounts or hourly rates.
- CSTM may, without obligation to do so, increase such Primary Services and/or Further Services, but not more than once in any 12 month period, by the greater of 5% or the increase in percentage terms of the Consumer Price Index (All Groups) Sydney (CPI) as published, from the nearest quarter of the previous anniversary date of the management agreement to the nearest quarter of the most recent anniversary date.

CSTM's *Primary* and *Further Services* charges are detailed in the Services Schedule, on the following pages.

5. COMMISSIONS & TRAINING SERVICES

We engage in a range of training, marketing, networking and other business development activities for the purpose of enhancing the skills and experience of our staff, the quality of our services delivered to clients and the efficiency of our operations, including the vetting, engagement and management of third party suppliers to clients. In the course of such activities, during the term of the agreements, we and persons connected with us may receive various benefits, including:

- Training services from suppliers to you, which may be paid for by us or provided by the supplier on a free or concessional basis, for the purpose of enhancing the skills and experience of our staff, the quality of services delivered to clients and the efficiency of our operations, provided that these are disclosed in the attached training services schedule or otherwise approved by you in accordance with Section 61(3A) of the Community Land Management Act 2021. Such training could include:
    a. Entry into an agreement with a training services provider for provision of continuous professional development or other training services required or considered appropriate by our staff, involving fees paid by us.
    b. Entry into a subscription agreement for access to template documents and other training materials for a subscription period, involving a subscription fee paid by us.
    c. In office presentations, attendance of seminars or access to web-based resources on topics of interest to our staff, which may be paid for by us or provided by the provider on a free or concessional basis.
- Training services from suppliers of goods or services to you, paid for by you as a benefit included in the price for the relevant goods or services, e.g. a supplier of equipment may provide training in relation to safe use of that equipment, a bank may provide software tools or other guidance with delivery of banking services or an insurer may provide training and other guidance assisting with claims management procedures.
- Gifts or other benefits connected with the performance of our functions, provided those gifts or other benefits have a value that is less than the amount prescribed under Section 61(3)(c) of the Community Land Management Act 2021 and Regulation 38 of the Community Land Management Regulation 2021

With respect to commissions payable by suppliers of insurance and other goods and services to you arising from placement of business by us on your behalf, we do not receive any commission, resulting in a lower overall quote for the insurance services provided.

- As there is no commission, we do charge for services supplied to the owners corporation to assist them in obtaining the required insurance, in accordance with the rates specified in the Service Schedule.

You otherwise approve our receipt of such benefits on our own account and without obligation to account or report to you in relation to such benefits, except to the extent required by the Community Land Management Act 2021 or other law.

NSW Fair Trading interprets the Strata Schemes Management Act 2015, to which the community legislation closely corresponds, such that:

- “Engagement” of a provider by an agency alone renders the agency and provider connected persons requiring disclosure to client schemes for which the provider is a supplier.
- Receipt of training services must be disclosed, even if paid for by the agency and even if it does not involve a conflict of interest or even relevance to a client scheme.

Accordingly, we disclose to you that:

- The suppliers specified in the connected suppliers schedule (forming Part 2 of the attached

Disclosure Statement) are suppliers or potential suppliers of goods or services for the association scheme which have become connected to us.

- We may receive the training services specified in the training services schedule (forming Part 1 of the attached Disclosure Statement) or otherwise contemplated by this provision.

6. CONNECTIONS & INTERESTS

We disclose the connections and interests specified in Part 2 of the attached Disclosure Statement

7. THE AGENCY AGREEMENT & CONTRACT STRUCTURE

We ask you to consider the following:

- The fundamental purpose of the agreement is your appointment of us as your community managing agent. In doing so, it creates an agency relationship. Although the relationship involves a supply of services, an agency relationship is different to a conventional contractual supply of goods and services. In particular, an agent has authority, within specified limits, to act on behalf of a client. This may extend to authority to incur obligations and expense on behalf of the client. However, this is appropriate and in fact the point of the contract.
- This authority protects the client. An association committee may lack the expertise and resources necessary to deal effectively and promptly with issues impacting the scheme as the need arises and be overwhelmed by them. For that reason, it is normal practice to appoint a community managing agent, who will have the expertise and resources required to do so. However, this will necessitate the agent having some discretion, given that practical considerations and time constraints may preclude referral of issues back to the client before action, e.g. a minor repair or communication made promptly may pre-empt a serious safety hazard or disruption to amenity. Bear in mind that, in addition to the requirements of the contract and the standards we set ourselves, we have significant obligations in relation to performance of our functions, including legislative requirements and practice rules under the Property and Stock Agents Act 2002 and Community Land Management Act 2021, as well as fiduciary duties under agency law.
- This authority also protects our legitimate commercial interests. Acting as your agent, we will effectively be standing in your shoes and taking action on your behalf. We are as concerned as you that this be done properly, e.g. consistently with relevant laws and safety requirements, necessitating discretion and in some cases action without reference to you.
- As we do not know precisely what services you will require in the future, service delivery under the contract has been structured as follows:
  - We will provide services identified as Primary Services in accordance with the terms of the contract.
  - We will provide services identified as Further Services if you request that we provide those services and we agree to provide those services, in which case such Further Services will be provided at the rates and on the terms specified in the contract.
  - You must engage us to provide Further Services, unless we have declined to do so.
- We have structured service delivery in this way to protect your interests, as well as our own. In

particular:

- Given that you may or may not require particular Further Services, structuring service delivery in this way gives you the option to select the Further Services you require, without the need to commit to payment for services which you may not require.
- Given that it may not be appropriate for us to provide particular Further Services, e.g. where they require technical knowledge or experience or additional licenses or insurance, it is in your best interests and ours that we retain discretion whether to provide particular Further Services. It is of course our intent to provide Further Services where appropriate and otherwise to recommend third parties with suitable expertise.
- The purpose of our right of first refusal in relation to provision of Further Services is ensuring safe and efficient delivery of services within the scheme. Although it may be appropriate or even necessary to engage third-party consultants in relation to certain Further Services, it is in your best interests and ours and necessary for proper fulfilment of our agency function that we be able to manage provision of services within the scheme. This reflects the commitment we have made to resourcing this contract, i.e. engaging human and other resources necessary to satisfy anticipated service levels. More importantly, this will facilitate coordination of persons working on common property, which will in turn have implications for health and safety and amenity within the scheme, as well as aiding in ensuring consistent standards.

SERVICES SCHEDULE

In connection with the exercise of our functions as managing agent under the agency agreement to which this proposal is attached, the extent of our authority (and any limitations on that authority) to perform the following duties is as specified below.

Duty	Full Authority	Limited Authority	No Authority
Undertaking the financial management of funds and books of account		X	
Holding documents and maintaining records relating to the Association (for example the Association Roll, Notices and Minutes of Meetings)		X	
Arranging building inspections and reports		X	
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do so and detailing limitations on expenditure that may be incurred by the Agent without obtaining the approval of the person on behalf of whom the Agent is acting		X	
Paying disbursements and expenses incurred in connection with the Agents Management of the Association	X		
Arranging Insurance cover for the Association	X		
Serving notice to comply with a By-law		X	
Managing the Capital Works Fund and the Administrative Fund		X	
Undertaking steps necessary to recover any money owing in relation to levies		X	
Representing the Association in Tribunal or Court Proceedings		X	
Paying Accounts in relation to the Association (for example, accounts for water charges, Council rates and maintenance)	X		
Arranging, Chairing & undertaking Administrative duties in relation to Annual General Meetings, other General Meetings & Association Committee Meetings.	X		

The services which we will provide, subject to the provisions of the agency agreement and our charges for them, are set out below:

SERVICES SCHEDULE

Primary Services:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Financial Management				
Establish and maintain the bank account, including reconciliation (not including investment accounts)	X			Under instruction from the Association Committee
Maintain Statutory Accounting records	X			Under instruction from the Association Committee
Prepare Draft Budgets for the Administration and Capital Works funds.	X			Under instruction from the Association Committee
Issue Quarterly Levy Notices	X			Under instruction from the Association Committee
Prepare and forward to the Treasurer (or nominated Committee Member), the quarterly financial reports of the Association soon after the conclusion of each quarter via email.	X			Under instruction from the Association Committee
Receiving, processing and paying standard invoices relating to the Association	X			
Insurance Cover				
Arranging 3 Insurance quotes	X			Under instruction from the Association Committee
Effecting Insurance cover for the Association	X			Under instruction from the Association Committee
Lodging Insurance Claims	X			Under instruction from the Association Committee
Documents & Records				
Maintain Common Seal	X			Under instruction from the Association Committee
Maintain Association Roll, including review related notices of interests	X			Under instruction from the Association Committee
Maintain routine correspondence	X			Under instruction from the Association Committee
Duties in relation to Meetings				
Creating, Chairing & distributing standard Notices of the Annual General Meeting	X			
Attendance at the Annual General Meeting at our office during normal business hours(duration 2 hours max)	X			Under instruction from the Association Committee
Construction of and distribution of the Annual General Meeting Minutes	X			Under instruction from the Association Committee

Primary Services cont.:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Repairs & Maintenance				
Effecting routine repairs to and maintaining common property through engaging appropriately qualified tradespersons to do so	X		Included	Max. expenditure of $1,000 per task without approval from the Association Committee, except in the case of emergency. If above $1,000 & non emergency, approval from the Association Committee will be sought.
Disbursement & Expenses				
Any other service relating to disbursement & expenses not included in our Management Fees	X		Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee

Further Services:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Financial Management				
Issue Overdue Levy Notice (Stage 1)		X	$44	Under instruction from the Association Committee
Issue Letter of Demand prior to taking recovery action (Stage 2)		X	$76	Under instruction from the Association Committee
Instructing collection Agency and/or solicitors to commence and pursue recovery action, and notify owner of action (Stage 3), if a payment plan has not been applied for or approved		X	$98	Under instruction from the Association Committee
General Meeting to approve payment plan and Administration of Payment Plan		X	Hourly rate for Strata/Association Manager plus disbursements to convene & attend the General Meeting to resolve approval for a payment plan, and further, administration time to oversee the payment plan	Under instruction from the Association Committee
Taxation related activities including ABN registration, engagement of accountants to prepare BAS and other taxation returns		X	Hourly Admin. Rate plus Disbursements	Under instruction from the Association Committee
Engage accountants to prepare and lodge quarterly BAS Statements		X	$50	Under instruction from the Association Committee
Establish, amend or close an Investment Term Deposit account		X	$80	Under instruction from the Association Committee
Reinvest a Term Deposit account for a further Investment Term		X	$50	Under instruction from the Association Committee

Further Services cont.:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Any other service relating to financial management of funds and books of account not listed above		X	Hourly Admin. Rate plus Disbursements	Under instruction from the Association Committee
Duties in relation to Meetings				
Creating and distributing non standard Notice and Minutes for the Annual General Meeting		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Notices required to be sent to Tenants for the Annual General Meeting		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Attendance at Annual General Meeting off site and/or outside normal business hours and/or in excess of 2 hours		X	Hourly rate of relevant CSTM staff member engaged plus applicable % and disbursements	Under instruction from the Association Committee
Reschedule cancelled meeting or reconvene adjourned meeting		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Expenses incurred arranging meetings, including venue costs (if not in CSTM offices) refreshments, security, interpreter services and any other facilities we consider necessary or appropriate		X	Hourly Admin. Rate and at cost for venues etc.	Under instruction from the Association Committee
Arranging and undertaking administrative duties in relation to other general meetings		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Committee Meetings, including the production and distribution of the notices, attendance at the meeting, and the production and distribution of the minutes		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Tenant Meetings, including the production and distribution of the notices, attendance at the meeting, and the production and distribution of the minutes		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Any other service relating to duties in relation to Meetings		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Documents & Records				
Facilitation inspection of records pursuant to Section 174 of the Community Land Management Act 2021		X	An amount equal to the statutory fee payable by the inspecting party. No charge to the Owners Corporation	
Providing an Association information certificate under Section 171 of the Community Land Management Act 2021		X	An amount equal to the statutory fee payable by the inspecting party. No charge to the Owners Corporation	
Arranging the handover of your books, records and accounts to you or another strata/association managing agent on expiry or termination of our appointment or as required by law		X	$550 plus hourly Admin. rate and disbursements	Under instruction from the Association Committee

Further Services cont.:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Arrange the onboarding of Your books, records and accounts from you or other strata/association managing agent		X	$550 plus hourly Admin. rate and disbursements	Under instruction from the Association Committee
Expenses incurred maintaining records of the Association, including costs of storing records with a storage facility		X	$6.50 per month	
Digital Services Fee		X	$55 per lot per annum	
Issuing messages via SMS		X	$3 per message	
Any other service relating to maintenance of documents and records not listed above		X	Hourly Admin. rate	Under instruction from the Association Committee
Insurance Cover				
Arranging Insurance valuations as required by law		X	$295	Under instruction from the Association Committee
Pursuing insurance claims		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Lodging and pursuing non standard insurance claims		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Any other service relating to insurance not listed above		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Affixing the seal to an application for insurance renewals and all necessary documentation there to		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	
By-laws				
Making of by-laws or amendments to existing By-laws		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Role limited to convening meetings, instructing solicitors & updating consolidated by-laws maintained for Client
Serving Notices to Comply		X	$166	Under instruction from the Association Committee
Any other service relating to By-laws not listed above		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Repairs & Maintenance				
Effecting repairs over $1,000 and maintaining common property through engaging appropriately qualified contractors to do so		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Attending to and engaging contractors to attend to fire and other emergency situations pertaining to the common property or any lot		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee

Further Services cont.:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Initiating quote request for works the Association and/or Association Committee are considering		X	$10 per quote	Under instruction from the Owners Corporation and/or Association Committee
Engaging and or liaising with tradesperson/s		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Owners Corporation and/or Association Committee
Any other service relating to repairs & maintenance not listed above		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Disbursement & Expenses				
Any other service relating to disbursement & expenses not included in our management fees		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Building Inspections & Reports				
Arranging pool certificates & lift certificates		X	$325	Under instruction from the Association Committee
Arranging fire safety statements & window locks, to ensure compliance with the relevant legislations		X	$495	Under instruction from the Association Committee
Management of Building Defect rectification process including dealing with owners issues and complaints, arranging the engagement of lawyers and other consultants, arranging access and ancillary services		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Arranging for the provision of a 10 year capital works fund plan or a a 5 year review of the 10 year capital works fund plan by an appropriate consultant		X	$195	Under instruction from the Association Committee
Any other service relating to Building Inspections and Reports not listed above		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Representation in Proceedings				
Preparation for attendance at tribunal proceedings representing the Association		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Engaging appropriately qualified lawyers to provide legal advice and/or represent the Association in court or tribunal proceedings		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee
Any other service relating to representation in proceedings not listed above		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee

Further Services cont.:

Other				
Any service which is not specified to be Primary Services under this Agreement and any additional time spent performing Primary Services which we, acting reasonably, determine are necessary or appropriate in order to comply with changes in law, including the management Act		X	Hourly rate of relevant CSTM staff member engaged plus disbursements	Under instruction from the Association Committee

Notes to the application of Charges:

1. All charges are inclusive of GST unless expressly stated to be exclusive of GST.
2. Unless otherwise specified, our fees for *Primary Services* will be the Management Fee specified on page 16 of the Agency Agreement to which this proposal is attached.
3. Unless otherwise specified, all *Further Services* will be charged at hourly rates plus disbursements on the following basis:

- The charge will be calculated on a time costing basis for the time incurred by Us or our staff providing the Further Service
  - Licensee $325
  - Licensed Community Manager $275
  - Associate Community Manager $195
  - Accounts Manager $225
  - Administration staff member $115
- Disbursements:
  - Photocopies: $1.00
  - Telephone: Cost + 20%
  - Mail: Standard Cost + 20%
    - Non-Standard Cost + 20%
    - Priority Cost + 20%
- Further Service requiring time spent outside our normal office hours:
  - Monday to Friday: Hourly rate + 25%
  - Saturday: Hourly rate + 50%
  - Sunday: Hourly rate + 100%
    - These rates will be charged proportionality for *Further Services* involving a shorter period than one hour, based on 15 minute increments. 15 minutes or less will be charged as 15 minutes and the time charged for *Further Services* between 15 and 30 minutes will be charged as 30 minutes.
    - CSTM may, without obligation to do so, increase such hourly rates, but not more than once in any 12 month period, by the greater of 5% or the increase in percentage terms of the Consumer Price Index (All Groups) Sydney (CPI) as published, from the nearest quarter of the previous anniversary date of the management agreement to the nearest quarter of the most recent anniversary date.

4. Unless otherwise specified, expenses incurred in performing our functions or providing services under this agreement will be charged at an hourly rate or part thereof based on either an Association Manager or Administration rate as specified above plus disbursements.

DISCLOSURE STATEMENT

PART 1 - Training Services Schedule

Provider: Bannermans Lawyers

Goods/Services supplied: Legal Services

Training provided: Current or possible future subscription to Bannermans Lawyers compliance pack, providing access to template documents and other training materials.

Provision of staff training during the term of the agency agreement, including presentation of in-house seminars, attendance of seminars and access to web-based materials on topics of interest to participants in the strata sector.

Relationship other than Agreement to provide training: No other relationship.

Price paid or Free: Current subscription $3,080.00 Estimated future subscription $3,234.00

PART 2 - Connected Persons Schedule

CONNECTED PERSONS SCHEDULE		
Persons who are suppliers of potential suppliers to you, in relation to whom we are a "connected person" for the purposes of the act, by reason of the relationship or potential future relationship specified below		
Supplier	Goods or services supplied to strata schemes	Nature of relationship with us
Labour of Love Trade Services P/L	Plumbing	We may directly engage their services
Chisel Constructions	Builder	We may directly engage their services
Terrigal Electrical Services	Electrician	We may directly engage their services
Avoca Beach Hardware	Locksmiths	We may directly engage their services
Coast Property Maintenance	Handyman & Cleaning	We may directly engage their services
Terrigal Maintenance	Cleaning	We may directly engage their services
Dan's Lawns & Edges	Lawns	Family member of CSTM Staff Member

COMMUNITY MANAGEMENT AGENCY AGREEMENT

Agent/Licensee	
Company Name:	CSTM Coastal Strata Pty Ltd
Trading name:	CSTM Terrigal
ABN:	75 120 424 320
Corporation Licence number:	1470136
Professional indemnity insurance cover:	Limit of Indemnity: $10,000,000 any one claim. $10,000,000 in the aggregate. Policy Number: MP10011479
Address:	Suite 1, First Floor, 72 Terrigal Esplanade, Terrigal NSW 2260
Email:	terrigal@cstm.com.au
Phone:	(02) 4355 7100
Client	
Name:	The Community/Neighbourhood Association DP no. 270857
ABN (if registered):	35 592 491 746
Address of Association property:	Kings Ave, Terrigal
Address for service:	Kings Ave, Terrigal
Representative:	Nil
Email:	Nil
Phone:	Nil
Contract Particulars:	
Commencement Date of Appointment:	24/08/2026
Term of Appointment (max. 3 years):	3 Years
Management Fee (annual):	$40,322

EXECUTED by the parties as an agreement Dated: 29/07/2026

EXECUTED by the AGENT pursuant to Section 127 of the Corporations Act 2001 by:

Signature:		Signature:	
Name:	Craig Grant	Name:	Darren Clark
Capacity:	*Director / Sole Director & Secretary*	Capacity:	*Director / Secretary*

EXECUTION by the CLIENT:

EXECUTED for and on behalf of The Community/Precinct/Neighbourhood Association - DP No.270857 by the following authorised person:

Signature:	
Name:	
Capacity:	Authorised by General Meeting resolution of The Community/Precinct/Neighbourhood Association - DP No.270857 held on 24/08/2026

COMMUNITY MANAGEMENT AGENCY AGREEMENT

1. Appointment & Services

1.1 You appoint Us as your community managing agent, for the Term, with effect from the Commencement Date and You warrant that You have authority to enter into this agreement and to make this appointment.

1.2 For the purpose of performing our functions as managing agent and providing you with services under this agreement, You delegate to us the functions specified in the attached community management proposal. The extent of our authority to act as agent on your behalf in providing services under this agreement is set out in that proposal.

1.3 You must provide us with any further instructions, information or other assistance reasonably requested by us for the purpose of performing our functions under this agreement and ensure that such instructions or information are not false, misleading or incomplete. This includes details of any defect in or hazard relating to the property comprising the Community Association which may adversely impact on the safe and efficient performance of our functions under this agreement, except to the extent to which We may be aware of or ought reasonably be aware of such circumstances.

1.4 Delegation to us of functions and authority to carry out those functions does not of itself oblige us to perform those functions. Our obligation to perform functions delegated to us and to provide particular services will be as follows:

a. We will perform those duties which are specified to be Primary Services.

b. We may perform such of the services as are specified to be Further Services, if you request us to do so and if we in our discretion agree to do so. We will act reasonably in exercising that discretion.

c. Unless required by law, we are not required to provide a Primary Service or Further Service if:

1. You have failed to provide any further instructions, information or other assistance reasonably requested by Us in relation to the action required; or
2. Such action is of a specialist or technical nature outside our expertise and requiring engagement of an appropriate consultant; or
3. Such action would be in breach of the law, infringe any third party's rights or create a hazard to the safety of any person or property.

We will make a reasonable credit in relation to any Primary Service which we do not provide due to this provision, unless the circumstances preventing provision of the service were within your reasonable control and outside our reasonable control and power to mitigate. The credit would be based on our reasonable estimate of the percentage reduction in time costs performing Primary Services for the relevant period.

We will not charge you for a Further Service which we do not provide due to this provision

d. You grant us a right of first refusal, during the Term of our appointment, to provide Further Services to you and must not engage any person to provide a Further Service, unless we have declined a request by You to provide that Further Service. You acknowledge that, given our role as Your managing agent and functions in relation to management of association property, this right is reasonably necessary to protect legitimate interests relating to safe and efficient use of association property and performance of the functions as agent.

1.5 We may, at your cost, without obligation to do so, take such measures as We, acting reasonably, consider appropriate for the purpose of ensuring that, in the course of carrying out the activities contemplated by this agreement, the requirements of the Work Health and Safety Act 2011 & Work Health and Safety Regulation 2011 ("WHS"), the Anti Discrimination Act 1977 NSW ("ADA") and the Disability Discrimination Act 2002 ("DDA") are satisfied, including:

a. engaging a contractor to take appropriate action to correct any issue pertaining to the association property which may present a hazard to the safety of any person or property.

b. engaging a contractor or consultant to provide such equipment and/or services as We acting reasonably determine are necessary in order to avoid discrimination under the ADA or DDA. For the avoidance of doubt, this may include measures to assist participation in meetings by persons with disabilities.

c. engaging a consultant to provide any report considered necessary or appropriate.

d. engaging security personnel and/or security measures in order to ensure security at your meetings and/or attendance by our staff at your association property.

e. declining to enter into agreements on your behalf with third parties such as contractors, caretakers and building managers if We are not satisfied that proper procedures have been followed in order to ensure compliance with the WHS.

f. requiring You to review existing agreements with third parties, where the arrangements involve a risk of non-compliance with the WHS.

1.6 While we retain records for you, we may store them at our premises or at an offsite storage facility at your cost. To the extent permitted by law, we may make a digital copy of any documents and other physical records maintained for you and then either hand those records over to you or destroy them.

2. Fees & Charges

2.1 You must remunerate Us for the functions performed by Us and services provided by Us under this agreement as follows:

a. You must pay us the Management Fee specified in page 16 of this agreement, by equal monthly instalments, monthly in advance, on the basis that this Management Fee and charges for expenses represent our remuneration for the Primary Services and no additional fee will be payable for Primary Services, unless otherwise agreed.

b. You must pay Us the charges for Further Services specified in the attached community management proposal ("Further Service Fees"), on the following basis:
   1. We will invoice such Further Service Fees calendar monthly in arrears.
   2. You must pay a valid invoice within 14 days of the date of issue.

c. You must reimburse us for any expenses and other charges incurred by us in performing our functions and providing services under this agreement on the following basis:
   1. We will invoice such amounts calendar monthly in arrears.
   2. You must pay a valid invoice within 14 days of the date of issue.

d. We may, by written notice to You, set off any amounts due by You to Us against any amount due to You by Us.

e. We may, without obligation to do so, increase any fees and charges under this agreement, including the Management Fee, Further Services Fees and charges for expenses, but not more than once in any 12 month period, by the greater of:
   1. 5%.
   2. The increase, in percentage terms, in the Consumer Price Index (All Groups) Sydney ("CPI") as between the date of review and the latter of the date of commencement of our appointment and the date of the last such review.

2.2 With respect to charges relating to recovery of amounts due to you by third parties, including arrears levy contributions, we will on your behalf invoice debtors for any reimbursement of our collection fees to which you may be entitled, but you remain primarily liable for those fees.

2.3 Unless otherwise specified in this agreement, any fees payable pursuant to this agreement are exclusive of GST and if a party makes a taxable supply for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act"), the recipient of the supply must in addition to the consideration payable for the supply, at the time of payment of such consideration, pay an amount equal to the GST payable by the supplier in respect of the supply, but subject to receipt of a valid tax invoice.

2.4 You authorise us to receive and retain on our own account commissions and training services of the type specified in Section 5 "Commissions & Training Services" of the proposal to which these terms are attached as benefits which we are entitled to receive and retain on our own account.

3. Liability & Indemnity

3.1 To the extent permitted by law, You release Us from all liability to You for any loss, damage, liability or expense ("Loss") incurred by You with respect to or arising from performance of Our functions under this agreement to the extent that such Loss was caused by:

3.1.1 Breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.1.2 Our reliance on false, misleading or incomplete instructions or information provided by You.

3.1.3 Your failure to advise Us of any defect in or hazard relating to the property comprising the association, if You were required to do so.

3.1.4 Your failure to follow advice given by Us or any third party consultant.

3.2 To the extent permitted by law, You indemnify Us in relation to:

3.2.1 Any expenses incurred by Us performing any functions on your behalf as agent under this agreement, except to the extent that this agreement may expressly provide that We are to bear such expenses.

3.2.2 Any liability which We may have to any third-party and any costs, expenses or liabilities We may incur in relation to any claims made or proceedings commenced or threatened by such third party ("Claims") to the extent that such Claims arise from Our acting as agent for You pursuant to this agreement and to the extent that such Claims were caused by:

3.2.2.1 Breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.2.2.2 Our reliance on false, misleading or incomplete instructions or information provided by You.

3.2.2.3 Your failure to advise Us of any defect in or hazard relating to the property comprising the association, if You were required to do so.

3.2.2.4 Your failure to follow advice given by Us or any third party consultant.

3.2.3 Any Loss incurred by Us arising from this agreement or the activities contemplated by this agreement:

3.2.3.1 To the extent that such Loss was caused by breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.2.3.2 To the extent that such Loss is outside Our reasonable control or power to mitigate.

4. Termination:

4.1 Either party ("Terminating Party") may terminate this agreement, by written notice in writing to the other party ("Defaulting Party"), with effect from the date specified for that purpose in the notice, which may be the date of service of the notice, without prejudice to any antecedent rights, if:

a. The Defaulting Party is in breach of any material obligation under this agreement and such breach is not remedied within 28 days after the service of a notice by the Terminating Party, identifying and requiring rectification of the breach.

b. A liquidator, administrator, receiver or receiver and manager is appointed in relation to the Defaulting Party.

c. If We are the Defaulting Party, We cease to hold any licence required to perform our functions under this agreement.

d. If You are the Defaulting Party, your scheme is varied or terminated in a manner which materially and adversely impacts on the cost to Us of performing Our functions under this agreement or which renders Our performance of those functions in breach of the law, the rights of any third party or unsafe. Our intention is, in such circumstances, to negotiate with you in good faith variation of this agreement or entry into a new agreement.

4.2 On expiry or termination of this agreement, we must reconcile and adjust between ourselves, within 28 days of the date of expiration or termination, any amounts due between us.

4.3 The parties agree as follows:

a. Each party agrees not to do or permit any third party to do anything which materially prejudice the health and safety or physical or emotional well-being of an officer or employee of the other party, including without limitation engaging in violent, harassing or bullying conduct.

b. Either party may terminate this agreement if the other party has breached its obligation under paragraph a and the terminating party acting reasonably considers it necessary to terminate this agreement in order to protect the health and safety or physical or emotional well-being of the relevant officer or employee.

5. Interpretation

5.1 The following provisions, required by the Property & Stock Agents Act 2002 ("Agent's Act") and Property & Stock Agents Regulation 2022 ("Agent's Regulation"), will apply notwithstanding any contrary provision in this agreement:

a. We do not have and may not exercise any of the powers, authorities, duties or functions of the association that are conferred on another managing agent or managing agent appointed for the association for the time being under Section 196 of the Community Land Management Act 2021.

b. This agreement is terminated on the appointment of a managing agent under Section 196 of the Community Land Management Act 2021 to exercise or perform all the functions of the association.

c. We are not entitled to any remuneration by way of commission or otherwise in respect of any period after termination of this agreement as referred to in paragraph b.

d. We are not entitled to any payment (in the nature of a penalty or otherwise) by reason of the early termination of this agreement as referred to in paragraph b.

e. We are not entitled to indemnity against any liability to pay a fine that arises by virtue of section 61 of the Community Land Management Act 2021.

5.2 Except to the extent permitted by law, and as expressly provided in this agreement, nothing contained in this agreement will be construed so as to permit any of the following:

- Our being indemnified against any losses, claims or liabilities experienced by you as a result of our actions.
- You being required to pay for our professional indemnity liabilities, including insurance excess.
- You being required to indemnify us against any actions, costs, claims, suits, proceedings, expenses or demands that may arise as a result of us performing our duties and functions.
- Limiting our liability to a specified monetary amount or period of time.

and any such provision will be of no force and effect to the extent of any inconsistency.

5.3 This agreement, including the community management proposal which We made to You prior to this agreement, a copy of which is annexed to this agreement, represents the whole of the parties' agreement regarding its subject matter and supersedes any prior understanding, representations and/or agreements, unless expressly reproduced in this agreement.

5.4 Definitions and Interpretation - for the purposes of construing this agreement, the following principles of interpretation will apply:

a. "CPI" as at a date means the Consumer Price Index (All Groups) Sydney last published before that date.
b. "We" and "Us" means the agent so named in page 16 of this agreement.
c. "You" and "Scheme" means the client so named in page 16 of this agreement.
d. Words and expressions defined in legislation will have the same meanings when used in this agreement.
e. A reference to any legislation includes a reference to any regulation or other delegated legislation under that legislation, as well as a reference to any legislation amending or replacing that legislation.
f. An obligation on the part of two or more parties binds them jointly and each of them severally.

cstm stratagroup

NSW

newcastle

1/22 Portside Crescent Wickham NSW 2293
PO Box 268 Wickham NSW 2293
T (02) 4041 5200
E newcastle@cstm.com.au
cstm.com.au/newcastle

new england

208 Beardy Street Armidale NSW 2350
133 Marius Street, Tamworth NSW 2340
T (02) 6766 7543 or (02 6772 0189
E newengland@cstm.com.au
cstm.com.au/newengland

terrigal

Level 1, 72 Terrigal Esplanade, Terrigal NSW 2259
PO Box 100 Terrigal NSW 2259
T (02) 4355 7100
E terrigal@cstm.com.au
cstm.com.au/terrigal

tuggerah

6/19 Reliance Drive Tuggerah NSW 2259
T (02) 4355 7100
E tuggerah@cstm.com.au
cstm.com.au/tuggerah

QLD

noosa

Suite 4, 17 Thomas Street Noosaville QLD 4566
PO Box 1547 Noosa Heads QLD 4567
T (07) 5473 3400
E noosa@cstm.com.au
cstm.com.au/noosa

the small block strata co.

PO Box 268 Wickham NSW 2293
T 1300 764 602
E smallblock@cstm.com.au

Contractor	Mowing Frequency	Est. Annual Mowing Cost (Inc GST)	Extras: Fertiliser/Weeds (Inc GST)	Extras: Aeration/Top Dress (Inc GST)	Total Est. Annual Cost (Inc GST)	Notes/Assumptions
Mow It Down	Assumed 22 cuts/yr (for comparison)	$48,400.00	$5,500.00	Not quoted	$53,900.00	Assumes QU-0142 is a per-service rate ($2,200/cut) and 22 cuts are needed per year to match competitors. Assumes QU-0147 ($5,500) covers the full annual fertilizer/weed program.
Central Coast Property Services	Fortnightly (Sept-May), Monthly (Jun-Aug)	$75,600.00	Included in mowing price	$4,600.00	$80,200.00	Assumes quote is inclusive of GST as no GST is listed. Mowing price includes quarterly fertiliser and pesticide.
Plant It Mow It	Fortnightly (Spring/Summer), Weekly (Xmas), 3-4 Weeks (Autumn/Winter)	$82,808.00	Included (poison to driveway cracks only)	Not quoted	$82,808.00	Does not appear to include lawn fertilising or top dressing in the scope.

QUOTE

0 Kings Avenue, Terrigal NSW

Date
22 May 2026

Quote Number
QU-0147

ABN
79 675 496 483

Mow It Down
0485 981 227

Description	Quantity	Unit Price	GST	Amount AUD
Granular fertiliser all grassed areas (2/3 times a year)	1.00	2,500.00	10%	2,500.00
Herbicide weed spray	1.00	2,500.00	10%	2,500.00
			Subtotal	5,000.00
			TOTAL GST 10%	500.00
			TOTAL AUD	**5,500.00**

QUOTE

0 Kings Avenue, Terrigal NSW

Date
11 May 2026

Quote Number
QU-0142

ABN
79 675 496 483

Mow It Down
0485 981 227

Description	Quantity	Unit Price	GST	Amount AUD
Lawn mowing, edges, blow down verges, take away grass clippings	1.00	2,000.00	10%	2,000.00

Subtotal	2,000.00
TOTAL GST 10%	200.00
TOTAL AUD	**2,200.00**

QUOTE

darren@cstm.com.au

Date
10 Jun 2026

Expiry
10 Jul 2026

Quote Number
QU-0007

ABN
91 738 083 919

Central Coast Property Services
7 Lisa Ave
TERRIGAL NSW 2260
AUSTRALIA

Kings Estate Terrigal

Description	Quantity	Unit Price	GST	Amount AUD
Annually Mow,edge.whipper snip and blow off all verges Maintain grass verges in font of properties to a suitable height, give consideration to the specific type of grass Remove all horticultural debris at the time lawn works are undertaken Fortnightly Sept-May Monthly Jun-Aug Fertilise lawns quarterly Treat lawns with pesticide application quarterly	1.00	75,600.00		75,600.00
Undertake topdressing annually aerating of the lawn areas as needed basis	1.00	4,600.00		4,600.00
			Subtotal	80,200.00
			TOTAL AUD	**80,200.00**

QUOTE

Darren CSTM

Date
22 May 2026

Quote Number
QU-0203

ABN
33 687 518 243

Plant It Mow It Pty Ltd
PO Box 8100
TUMBI UMBI NSW 2261
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Kings Estate Terrigal 270857 CSTM	1.00	75,280.00	10%	75,280.00

Team to complete all mowing over the Estate.

Fortnightly through Spring & Summer
Weekly if required through peak XMAS growing season.
3-4 weeks through Autumn & Winter

-Mow and Whipper snip all front entry ways through to the estate
-Snip back weeds along kerbside areas
-Edge and flat whip all kerbside areas through the estate
-Mow and cut neatly all lawn areas through the estate
-Blow and tidy all kerbsides through the estate per mowing service
-Apply organic poison to cracks of driveway to keep unwanted weed away

*Please note our team is set up for the above works.
Our team will attack the estate with 2-4 workers at a time per service.

Subtotal	75,280.00
TOTAL GST 10%	7,528.00
TOTAL AUD	**82,808.00**

Terms

Payment Information & Terms

Thank you for your continued support — we truly appreciate your business.

Please review the following payment information. All invoices are payable within 7 days from the date of issue.

Direct Bank Transfer (fee-free)
Plant It Mow It
BSB: 082-868
Account: 302 626 404

Card Payment (via Stripe)
• Pay securely online using credit/debit card
• A card processing fee of 1.80% of the invoice amount will be charged to the customer and displayed at checkout

If you have any questions regarding your invoice, please don’t hesitate to contact us. We appreciate your prompt payment and ongoing support.

Logan & the Plant It Mow It Team

PLANT IT MOW IT
All Garden Maintenance

QUOTE

Darren CSTM

Date
22 May 2026

Quote Number
QU-0204

ABN
33 687 518 243

Plant It Mow It Pty Ltd
PO Box 8100
TUMBI UMBI NSW 2261
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Kings Estate Terrigal - CSTM	1.00	58,240.00	10%	58,240.00

Gardening works over the Estate with team of Gardeners.

Every fortnight all year round.
Estimated 2-4 Gardeners on site for a day at a time.
We can split days if required.

-Ensure all entry ways to the estate are kept pruned, hedged and weeded.
-Weed and remove all dead debris over garden areas
-Rake and remove loose debris
-Shape and tidy all native plant varieties
-Cut back and tidy up all grasses over the estate
- Cut and prune larger branches
- Use chainsaws to cut and remove privett and woody weeds
- Remove any wanted plant varieties
- Use organic poison made up in back pack sprayers to apply over the entire estate
- All waste to be disposed in dumpster bins onsite of the estate
- Fertilising main trees on entry of estate
- Deducting hedge plants and small native trees when required

Please note-
- Plants and Fertilisers can be purchased for the estate with an extra fee
- Mulch can be ordered and supplied - spread over areas required with an added fee
- Any extra waste can be taken to the tip for disposal with a fee charged

Subtotal	58,240.00
TOTAL GST 10%	5,824.00
TOTAL AUD	**64,064.00**

Terms

Payment Information & Terms

Thank you for your continued support — we truly appreciate your business.

Please review the following payment information. All invoices are payable within 7 days from the date of issue.

Direct Bank Transfer (fee-free)
Plant It Mow It
BSB: 082-868
Account: 302 626 404

Card Payment (via Stripe)
• Pay securely online using credit/debit card
• A card processing fee of 1.80% of the invoice amount will be charged to the customer and displayed at checkout

If you have any questions regarding your invoice, please don’t hesitate to contact us. We appreciate your prompt payment and ongoing support.

Logan & the Plant It Mow It Team

MGA

LOT 58 DP 270857

LOT 57 DP 270857

LOT 56 DP 270857

LOT 55 DP 270857

LOT 51 DP 270857

PT.1 DP 270857

LOT 75 DP 270857

LOT 147 AREA 886.6m²

LOT 146 AREA 1116m²

PT.1 DP 270857

PT.1 DP 270857

LOT 36 DP 270857

REGINALD DRIVE (15 WIDE)

REGINALD DRIVE (VAR. WIDTH)

R.M DH&W'S FD 7°45'-3.3 & 11.55 (DP 270857)

SSM 136033 TO CNR. 173°17'35" 440.619

33.015 97°45'00"

16.320 97°45'00"

PEG FD. R.M DH&W'S FD 7°45'-3.55 & 11.55 (DP 270857)

FCE (0.05)

7°45' 15

R.M DH&W'S FD 322°30'45"-3.4 & 11.7 (DP 270857)

CH31.395 68°52'10" A32.765 R32.500

CH8.555 37°01'05" R82.500 A8.560

CH20.950 26°45'05" R82.500 A21.005

R.M DH&W'S FD 276°24'-3.335 & 11.6 (DP 270857)

2.785 184°32'50"

CH32.070 9°22'10" R159.00 A32.125

2.705 15°49'30"

60°01'20" 17.415

208°31'31" 153.442

S.S.M 190444 FD. (NOT EST.)

TO P.M 58606

SEE DIAG. A

S.S.M 190445 FD. (NOT EST.)

199°47'32" 112.00

95°30'50" 29.76

7°56'35" 3.825

14°30'50" 7.360

49°27'50" 4.320

25°42'00" 15.145

36°04'25" 15.420

43°13'10" 23.300

322°30'45" 18.495

S.S.M 168535 FD (NOT EST.)

T.P.R (0.04)

54°05'50" 6.950

PEG FD.

137°48'55" 21.810

PEG FD. CH12.040 80°46'04" R47.500 A12.070

(P) (V)

189°01'50" 12.890

(P) CH17.185 63°04'00"

R47.500 156°48' A17.280 3.550

PALING FENCE

355°31'05" 39.710

LAPPED & CAPPED

145°30'40" 34.370

T.P.R (0.04)

PEG FD.

CH 17.375 148°42'10" R 46.000 A17.485

(EAB)

T.P.R (0.08)

SANDSTONE 27.975 WALL

32 230°23'50"

230°23'50"

PEG FD.

(0.46)

(0.57)

98°16'15" 13.010

192°37'40" 25.060

PEG & R.M G.I.P FD. 168°32'-11.765 (DP 1212731)

(ROU) RESTRICTION ON USE OF LAND
(PC) POSITIVE COVENANT

T.P.R - TIMBER POST & RAIL FENCE
(EAB) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP270857) (DOC.1)
(P) EASEMENT FOR LANDSCAPING 3 WIDE (DP270857) (DOC. 4)
(V) EASEMENT FOR FOR DRAINAGE OF SEWAGE OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (DP270857) (DOC. 4)

DIAG. A

SSM 136033 FD. (EST.)

SSM 136033 TO CNR. 173°17'35" 440.619

97°51'04" 367.061 SURV.
97°51'10" 367.043 MGA GND.

S.S.M 190444 FD. (NOT EST.)

"Y" SSM 76423 FD. (EST.)

95°57'28" 125.739

18°46'20" 155.629 SURV.
18°46'20" 155.645 MGA GND.

"X" P.M 58605 FD. (EST.)

COORDINATE SCHEDULE

MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM168535	352 777	6 298 095	U	N/A	SCIMS	FOUND
SSM190445	352 814.7	6 298 200.1	U	N/A	SCIMS	FOUND
SSM190444	352 888	6 298 334.9	E	N/A	SCIMS	FOUND
PM 58605	353 013.024	6 298 321.855	B	0.02	SCIMS	FOUND
SSM76423	353 063.101	6 298 469.202	C	N/A	SCIMS	FOUND
SSM136033	352 699.551	6 298 519.343	C	N/A	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 14/11/2025 MGA ZONE: 56
COMBINED SCALE FACTOR: 0.999859 MGA DATUM: GDA2020

SURVEYOR
Name: SCOTT DEVERIDGE
Date of Survey: 23/10/2025
Reference: BM1286-DP

PLAN OF SUBDIVISION OF LOT 74 IN DP 270857

L.G.A.: GOSFORD
Locality: TERRIGAL
Reduction Ratio: 1:400
Lengths are in metres

REGISTERED

DRAFT
DP 270857
ADDITIONAL SHEET 31

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

LGA: CENTRAL COAST

Locality: TERRIGAL

Parish: KINCUMBER

County: NORTHUMBERLAND

Survey Certificate

I, SCOTT DEVERIDGE .....

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

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

~~*(b) part of the land shown in this plan, being (.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2024*, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3),~~

~~*(c) the land shown in this plan was compiled~~

(d) the survey is accurate and complete

Datum Line: "X"-"Y"

Type: *Urban~~/*Rural~~

*Tolerance required under the SSIR 2024, s.26(3): .....

Signature: ..... Dated: 23/10/2025....

Address: .....

*Name of Firm: ASTREA.....

Surveyor Identification No: SU007453 .....

*Strike out or omit if irrelevant

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office:

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP270857

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

Surveyor's Reference: BM1286-DP

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

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION ON USE OF LAND
3. POSITIVE COVENANT

REGISTERED PROPRIETOR EXECUTION

…….. ……

Signature Witness Signature

LEWIS CHAPMAN THURLBY …….

Name of Witness

…….. ……

Signature Witness Signature

GERALDINE PAULA THURLBY …….

Name of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE EXECUTION

STREET ADDRESS SCHEDULE

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
146	39	REGINALD	DRIVE	TERRIGAL
147	39a	REGINALD	DRIVE	TERRIGAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: BM1286-DP

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74 IN DP 270857

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: ……

Date of endorsement:……

Name of Development (Optional)

Address for Service of Notices

COMMUNITY ASSOCIATON D.P. 270857
P.O. BOX 3171 ERINA NSW 2250

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ ……

** Strike through if inapplicable*
^ Insert registration date of previous schedule

VALUER'S CERTIFICATE (Approved Form 9)

I,……

of……

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

Professional Body:……
Class of membership:……
Membership number:……

certify that:

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

Signature: …… Date: ……

 # Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOW LOTS 9 to 38	SEE SHEETS 6 to 9
3	NOW LOT 39 to 54	SEE SHEETS 10 to 14
4	NOW LOT 39 to 54	SEE SHEETS 10 to 14

CONTINUED ON SHEET 5

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74

IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
5	NOW LOTS 39 to 54	SEE SHEETS 10 to 14
6	NOW LOTS 83 to 103	SEE SHEETS 19 to 22
7	NOW LOT 39 to 54	SEE SHEETS 10 to 14
8	380	
9	415	
10	430	
11	430	
12	430	
13	455	
14	375	
15	345	
16	410	
17	400	
18	400	
19	345	
20	340	
21	400	
22	410	
23	345	
24	415	
25	430	
26	435	
27	455	
28	430	
29	425	
30	425	
31	415	
32	415	
33	415	
34	415	
35	420	
36	425	
37	395	
38	400	
39	350	

CONTINUED ON SHEET 6

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
40	370	
41	375	
42	375	
43	385	
44	395	
45	410	
46	410	
47	400	
48	400	
49	410	
50	420	
51	440	
52	DRAINAGE RESERVE	
53	CONVERTED TO LOT 1	SEE SHEETS 4A AND 5A
54	NOW LOTS 104 to 133	SEE SHEETS 23 to 26
55	435	
56	430	
57	435	
58	435	
59	420	
60	420	
61	430	
62	425	
63	425	
64	425	
65	420	
66	420	
67	430	
68	435	
69	420	
70	420	
71	420	
72	430	
73	420	
74	NOW LOTS 146 to 147	SEE SHEET 31

CONTINUED ON SHEET 7

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
75	490	
76	490	
77	495	
78	450	
79	475	
80	475	
81	520	
82	NOW LOTS 83 to 103	SEE SHEETS 19 to 22
83	420	
84	410	
85	400	
86	390	
87	385	
88	385	
89	385	
90	385	
91	385	
92	390	
93	395	
94	390	
95	400	
96	395	
97	395	
98	395	
99	390	
100	390	
101	390	
102	400	
103	NOW LOTS 104 to 133	SEE SHEETS 23 to 26
104	420	
105	410	
106	400	
107	400	
108	400	
109	400	

CONTINUED ON SHEET 8

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
110	395	
111	385	
112	375	
113	380	
114	375	
115	360	
116	340	
117	365	
118	365	
119	370	
120	370	
121	375	
122	385	
123	390	
124	400	
125	400	
126	400	
127	400	
128	400	
129	410	
130	400	
131	410	
132	DRAINAGE RESERVE	
133	NOE LOT 134 to 145	SEE SHEETS 27 to 30
134	430	
135	410	
136	420	
137	420	
138	420	
139	420	
140	420	
141	400	
142	400	
143	390	
144	375	

CONTINUED ON SHEET 9

Surveyor's Reference: BM1286-DP

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF LOT 74
IN DP 270857

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
145	365	
146	345	
147	135	
TOTAL	53 360	

Surveyor's Reference: BM1286-DP

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

(Sheet 1 of 10 Sheets)

Plan: Subdivision of Lot 74 in DP270857 covered by Subdivision Certificate No: dated:

PART 1

Full name and address of the owner of the land: LEWIS CHAPMAN THURLBY
39 Reginald Drive
TERRIGAL NSW 2260

Full name and address of the mortgagee of the land: MACQUARIE BANK LIMITED
50 Martin Place
SYDNEY NSW 2000

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.	Positive Covenant (Nutrient Control)	147	Central Coast Council
2.	Restriction on the Use of Land (Nutrient Control)	147	Central Coast Council
3.	Positive Covenant (IPA)	147 and 148	Central Coast Council

PART 2

1. Terms of Positive Covenant firstly referred to in the abovementioned plan.

1.1 The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains any part of the "Nutrient Control System":

a) cause and permit stormwater to be filtered by the System;

b) regularly keep the System clean and free from grass clippings, silt, rubbish,

Authorised Person
Council

debris and the like;

c) maintain the System to ensure a maximum outflow from the System

d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;

e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;

f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;

g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on a reasonable notice (but at any time and without notice in the case of an emergency):

(i) to view the state of repair of the System;
(ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
(iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;

h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System and any failure of the Proprietor to comply with the terms of this Positive Covenant.

1.2 The Council shall have the following additional powers;

a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of any emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1.1(f) above or to alleviate the emergency.

b) The Council may recover from the Proprietor as liquidated debt in a court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof;
(ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act 1919 providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

1.3 In Clause 1.1 and 1.2, unless inconsistent with the context:

"System" means in relation to the lot burdened the nutrient control System constructed or to be constructed on the lot burdened including all ancillary pipes, litter baskets, sand layers, walls, grates, and other surfaces designed to control nutrients located on that part of the burdened lot.

"Proprietor" includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

1.4 The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains any part of the "Stormwater Drainage Detention System":

a) cause and permit stormwater to be temporarily detained by the System;

b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like:

c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by Council;

d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;

e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;

f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;

g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of any emergency):

i) to view the state of repair of the System;
ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;

h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the Proprietor, to comply with the terms of this Positive Covenant.

1.5 The Council shall have the following additional powers:

a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1.4(f) above or to alleviate the emergency.

b) The Council may recover from the Proprietor as a liquidated debt in a court of competent jurisdiction:

i) any expense reasonably incurred by it in exercising its powers

under sub-paragraph (a) hereof;

ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

1.6. In Clause 1.4 and 1.5, unless inconsistent with the context:

"System" means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot identified on the abovementioned plan as "stormwater drainage detention System or used as part of that System".

"Proprietor" includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan.

2.1 The Proprietor of the land hereby burdened shall in respect of the land hereby burdened which contains any part of the "Nutrient Control System":

a) Not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;

b) Except in accordance with the written approval of the Council not allow any building, erection, or structure to be constructed or allowed to remain constructed or placed on the System;

c) Not carry out or allow to be carried out any alterations to the System including grates, pipes, or any other materials or elements thereof

outside those normally required for the formation, maintenance and proper function of the System.

2.2 Unless inconsistent with the context words used in this restriction have the same meaning as those ascribed to them in the Positive Covenant firstly referred to in the abovementioned plan.

2.3 The Proprietor of the land hereby burdened shall in respect of the land hereby burdened which contains any part of the "Stormwater Drainage Detention System":

a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;

b) except in accordance with the written approval of the Council not allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;

c) not carry out or allow to be carried out any change of land profile or earthworks on the System;

d) not carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.

2.4 Unless inconsistent with the context words used in this restriction have the same meaning as those ascribed to them in the Positive Covenant firstly referred to in the abovementioned plan.

3. <u>Terms of Positive Covenant fourthly referred to in the abovementioned plan.</u>

3.1 The Proprietor of the land hereby burdened shall at all times maintain the entire lot as an "Inner Protection Area" (IPA):

a) Maintain the (IPA) as outlined within appendix 4 of *'Planning for Bush Fire Protection 2019'* and the *NSW Rural Fire Services document 'Standards for Asset Protection Zones'*;

b) Comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;

c) Permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on a reasonable notice (but at any time and without notice in the case of an emergency):

i. to view the state of repair of the inner protection area (IPA);
ii. to ascertain whether or not there has been any breach of the terms of this Positive Covenant; and
iii. to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;

3.2 The Council shall have the following additional powers;

a) in the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of any emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice to alleviate the emergency.

b) The Council may recover from the Proprietor as liquidated debt in a court of competent jurisdiction:

i. any expense reasonably incurred by it in exercising its powers under sub paragraph (a) hereof;
ii. legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the *Conveyancing Act 1919* providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3.3 In this clause 4, unless inconsistent with the context:

"Proprietor" includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in

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

Plan: Subdivision of Lot 74 in DP 270857 covered by Subdivision Certificate No:
dated:

title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

"Council" means Central Coast Council or its successor.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT FIRSTLY AND THIRDLY REFERRED TO AND THE RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Central Coast Council

Signed sealed and delivered by
LEWIS CHAPMAN THURLBY

In the presence of:

Authorised Person

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

Plan: Subdivision of Lot 74 in DP 270857 covered by Subdivision Certificate No:
dated:

Central Coast Council

Authorised Person
Council

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

Plan: Subdivision of Lot 74 in DP 270857 covered by Subdivision Certificate No:
dated:

Macquarie Bank Limited (registered mortgagee)

Authorised Person

33. Association Property Rights By-Law – Lot 146

33.1 In this Association Property Rights By-Law:

Act means the *Community Land Management Act 2021* (NSW).

Association Property means the common property of the Community Association.

Association Property Rights By-Law means this by-law 33.

By-Law or **By-Laws** means the by-laws of the Community Association.

Community Association means the community association of the Community Scheme.

Community Scheme means community scheme DP270857.

Exclusive Area means that part of the Association Property located directly behind Lot 146 to the south-east being a strip of vacant land running along the length of the southeastern boundary of Lot 146 having a width of 500mm.

Exclusive Use Levy means the amount that the Owner is required to pay for the use of the Exclusive Area calculated in accordance with the Formula and to be invoiced by the Community Association when the Owner is levied for its contributions to the capital works fund and administrative fund.

Extinguishment Event means the Community Association obtaining an order pursuant to section 194 of the Act (or such legislation replacing that section) that replaces the schedule of entitlements of the Community Scheme.

Formula means an amount calculated in accordance with the formula in clause 33.3 of this Association Property Rights By-Law.

Lot means lot 146 in the Community Scheme.

Owner means the owner for the time being of Lot 146

Permitted Use means pedestrian access and transit to and from Lot 146 only.

33.2 **Grant of Association Property Rights By-Law**

(a) The Owner or occupier of Lot 146 has exclusive use and enjoyment of the Exclusive Area for the Permitted Use and may access the Exclusive Area through Lot 146.

(b) The Owner or occupier of Lot 146 may use the Exclusive Area at any time.

(c) That Owner or occupier of Lot 146 must:

(i) Only use the Exclusive Area for the Permitted Use; and

(ii) Not construct, build, or install any item on the Exclusive Area; and

(iii) Not plant any tree, shrub or vegetation of any nature on the Exclusive Area; and

(iv) Not store any item, including temporary items such as pots, furniture or rubbish on the Exclusive Area; and

(v) Not take any action that would cause the Community Association to be in breach of, or compromise, any requirement to maintain any part of the Association Property as an asset protection zone; and

(vi) Pay the Exclusive Use Levy to the Community Association.

(d) The Community Association must carry out routine maintenance and repairs to the Exclusive Area to ensure that the Exclusive Area is always in good order and condition and is kept clean, neat and tidy, well-maintained and good condition and repair.

(e) Association Property Rights By-Law No. 33 cannot be changed without the written consent of the owner of Lot 146.

33.3 **Formula**

The Exclusive Use Levy shall be calculated in accordance with the following formula:

((AF + CWF) x 18.58%)

Where:

AF means the amount levied to Lot 146 for contributions to the Administrative Fund from time to time.

CWF means the amount levied to Lot 146 for contributions to the Capital Works Fund from time to time.

33.4 **Payment of Exclusive Use Levy**

(a) The Community Association shall levy the Exclusive Use Levy with the usual installments of contributions by the Owner to the capital works fund and administrative fund for Lot 146.

(b) For the avoidance of doubt, the Exclusive Use Levy is 18.58% of the amount levied for contributions to the capital works fund and administrative fund for Lot 146.

(c) The Owner and the Community Association agree that the Exclusive Use Levy will cease to be payable if the Extinguishment Event occurs.

(d) The Owner agrees that if the Extinguishment Event occurs then Association Property Rights By-Law shall also be repealed and agrees to consent to its repeal.

33.5 **Worked Example**

For purposes of clarity only, if:

- The total of the administrative fund contribution and the capital works fund contribution, levied against Lot 146 for a particular quarter are $370 then the owner of Lot 146 is liable to pay:
    - $370.00; plus
    - Loading on that figure, being $68.75; making a total of $438.75.

33.6 **Extinguishment Event**

(a) If the Extinguishment Event occurs:

(i) The Owner of Lot 146 is no longer required to pay the Exclusive Use Levy; and

(ii) This Association Property Rights By-Law shall be repealed.

34. Association Property Rights By-Law – Lot 147

34.1 In this Association Property Rights By-Law:

Act means the *Community Land Management Act 2021* (NSW).

Association Property means the common property of the Community Association.

Association Property Rights By-Law means this by-law 34.

By-Law or **By-Laws** means the by-laws of the Community Association.

Community Association means the community association of the Community Scheme.

Community Scheme means community scheme DP270857.

Exclusive Area means that part of the Association Property located directly behind Lot 147 to the south-east being a strip of vacant land running along the length of the southeastern boundary of Lot 147 having a width of 500mm.

Exclusive Use Levy means the amount that the Owner is required to pay for the use of the Exclusive Area calculated in accordance with the Formula and to be invoiced by the Community Association when the Owner is levied for its contributions to the capital works fund and administrative fund.

Extinguishment Event means the Community Association obtaining an order pursuant to section 194 of the Act (or such legislation replacing that section) that replaces the schedule of entitlements of the Community Scheme.

Formula means an amount calculated in accordance with the formula in clause 34.3 of this Association Property Rights By-Law.

Lot means lot 147 in the Community Scheme.

Owner means the owner for the time being of Lot 147

Permitted Use means pedestrian access and transit to and from Lot 147 only.

34.2 **Grant of Association Property Rights By-Law**

(a) The Owner or occupier of Lot 147 has exclusive use and enjoyment of the Exclusive Area for the Permitted Use and may access the Exclusive Area through Lot 147.

(b) The Owner or occupier of Lot 147 may use the Exclusive Area at any time.

(c) That Owner or occupier of Lot 147 must:

(i) Only use the Exclusive Area for the Permitted Use; and

(ii) Not construct, build, or install any item on the Exclusive Area; and

(iii) Not plant any tree, shrub or vegetation of any nature on the Exclusive Area; and

(iv) Not store any item, including temporary items such as pots, furniture or rubbish on the Exclusive Area; and

(v) Not take any action that would cause the Community Association to be in breach of, or compromise, any requirement to maintain any part of the Association Property as an asset protection zone; and

(vi) Pay the Exclusive Use Levy to the Community Association.

(d) The Community Association must carry out routine maintenance and repairs to the Exclusive Area to ensure that the Exclusive Area is always in good order and condition and is kept clean, neat and tidy, well-maintained and good condition and repair.

(e) Association Property Rights By-Law No. 34 cannot be changed without the written consent of the owner of Lot 147.

34.3 **Formula**

The Exclusive Use Levy shall be calculated in accordance with the following formula:

(AF + CWF) x 172.73%

Where:

AF means the amount levied to Lot 147 for contributions to the Administrative Fund from time to time.

CWF means the amount levied to Lot 147 for contributions to the Capital Works Fund from time to time.

34.4 **Payment of Exclusive Use Levy**

(a) The Community Association shall levy the Exclusive Use Levy with the usual installments of contributions by the Owner to the capital works fund and administrative fund for Lot 147.

(b) For the avoidance of doubt, the Exclusive Use Levy is 172.73% of the amount levied for contributions to the capital works fund and administrative fund for Lot 147.

(c) The Owner and the Community Association agree that the Exclusive Use Levy will cease to be payable if the Extinguishment Event occurs.

(d) The Owner agrees that if the Extinguishment Event occurs then Association Property Rights By-Law shall also be repealed and agrees to consent to its repeal.

34.5 **Worked Example**

For purposes of clarity only, if:

- The total of the administrative fund contribution and the capital works fund contribution, levied against Lot 147 for a particular quarter are $145 then the owner of Lot 147 is liable to pay:
    - $145.00; plus
    - Loading on that figure, being $250.46, making a total of $395.46.

34.6 **Extinguishment Event**

(a) If the Extinguishment Event occurs:

(i) The Owner of Lot 147 is no longer required to pay the Exclusive Use Levy; and

(ii) This Association Property Rights By-Law shall be repealed.