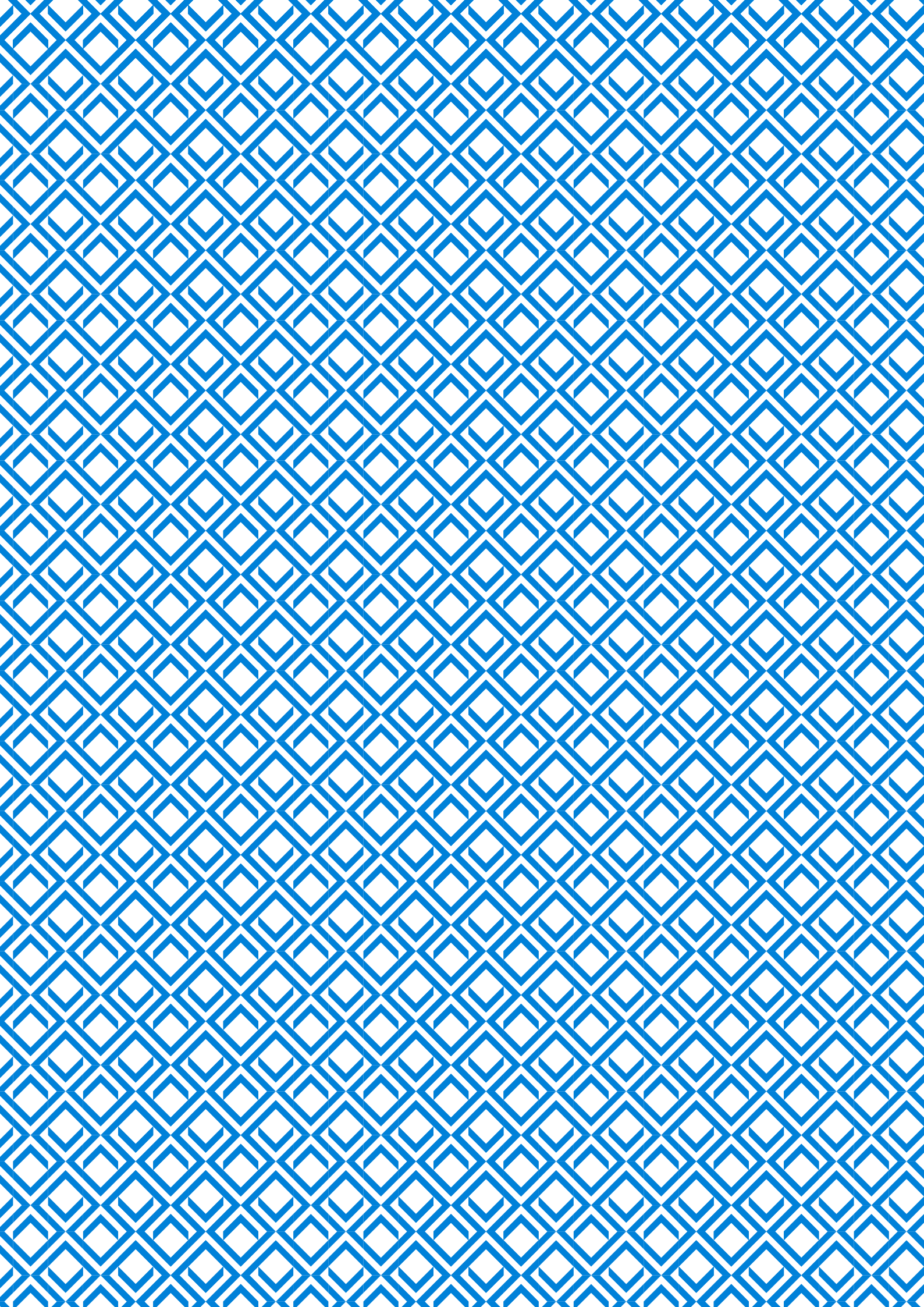


ERINA  1935

# THE SAWMILL

Settlement Pack

DiJONES | COMMERCIAL



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## WELCOME!

Welcome to The Sawmill. We are pleased to welcome you to the day of settlement for stage 2, and to present you with the keys to your investment. It is our hope that this investment delivers a wonderful platform for your business or your investment portfolio.

The Sawmill is an industrial complex designed to capitalise on the amazing location on Central Coast Highway and to support businesses with access to the whole of the Coast. Industrial units ranging from 38m<sup>2</sup> up to 155m<sup>2</sup> with 6m high internal clearance, roller doors and PA doors – these units support a wide range of uses.

Built by Browns using tilt-slab construction, colourbond roofing and infill slabs these units will stand the test of time and provide solid business and investment returns for decades. The BP service station brings potential clients to your doorstep and the professional pylon signage can advertise yours (or your lessee's) business to tens of thousands of local cars daily. With the purpose built Six String brewery at the entry of The Sawmill complex we have achieved a balance of warehousing with business and fun across the whole site.

It has been our privilege to work with Stevens Group and Brown Build to deliver these industrial units in Stage 2, and we look forward to more quality buildings being completed on The Sawmill site over the coming years, including the Six String brewery, the Sawmill Self Storage facility and others.

This booklet contains information relevant to your settlement today and throughout the life of your Sawmill investment. Here you will find contact numbers and information about the construction as well as the registered strata bylaws, details of the Strata managers, pylon signage advertising, tax depreciation schedules and automation of your unit.

Thank you again for your investment into this great complex.

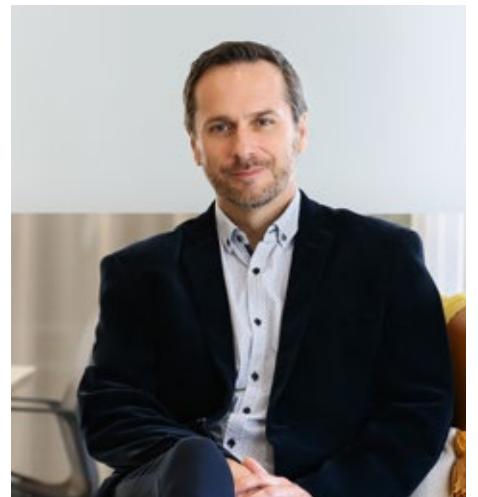
Sincerely,



Brett Hunter  
Partner

0410 630 222

bhunter@dijones.com.au





SAWMILL PURCHASER | INVESTOR

# Sweetheart Deal

(If signed before settlement)

**70%**  
**Discount**

Discount of 70% on the first leasing fee IF the tenant is signed before settlement,

and a discount of **50%** on the first leasing fee IF the tenant is signed after settlement.

**50%**  
**Discount**

Discount of 50% on the marketing of the property for any future vacancies

**50%**  
**Discount**

On leasing deal forever

**30%**  
**Discount**

Discount of 30% on the standard management fees

(UNLESS the management fees are included in outgoings in which case we have negotiated the opportunity for the lessee to pay our full fees on behalf of the lessor), so you (the investor) get us for FREE!

**Zero**  
**Admin Fees**

Zero admin fees annually





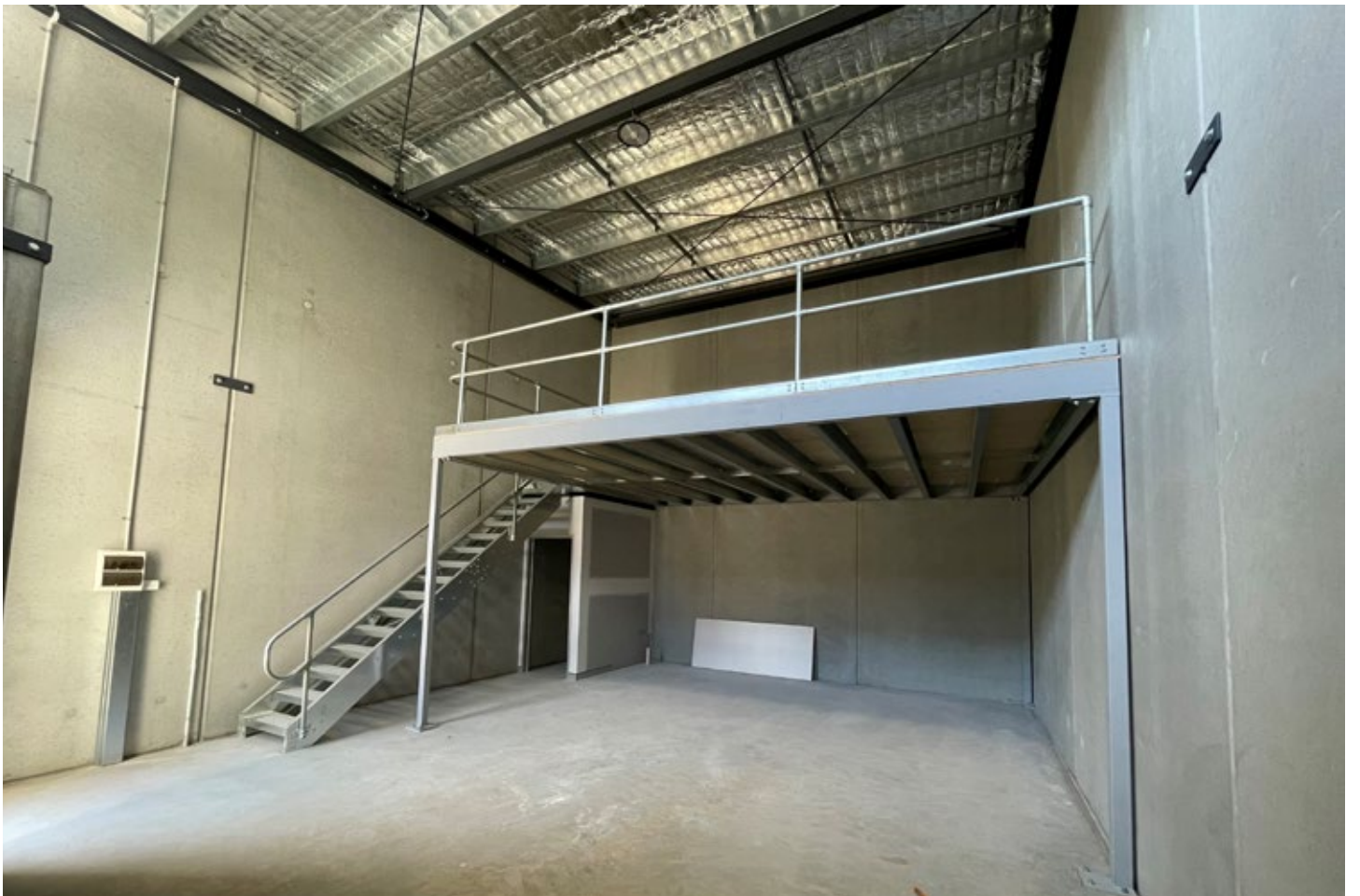
## LEASING

We understand that business operations have become more specialised and the process of finding the most suitable premises requires a dynamic new approach.

Whether it be office, industrial or retail DiJones Commercial offers a broad range of leasing capabilities, including exclusive leasing and pre-commitment strategies, market rental appraisals, sub-lease mitigation and property advisory services across all asset classes.

From delivering consistent specialised advice, to negotiating the best possible deal on leased premises, or providing research and intelligence when assessing the market, our highly-trained industry experts know what it takes to achieve the right results.

Our ability to provide strategic leasing advice and to implement successful leasing campaigns continues to reduce vacancy whilst adding significant value to our clients' property portfolios.



## SALES AND AUCTIONS

# Benefit from our expertise in marketing, auctions, negotiations and selling.

Our wealth of experience in shopping centres, industrial property, retail investments, hotels, resorts, development sites and off the plan enable us to provide the right advice to our clients.

Dijones is a partnership of network of offices who share an open global database of investors, owner-occupiers, fund managers and lessees.

We expose your property through educated database management, automated notifications, targeted social media management, and disciplined & professional call sessions.

The Dijones Magnitude System is a market -leading tool allows your property to reach more people, more effectively and efficiently, ultimately generating greater interest with a premium sale price. Auctions are a cornerstone of our business, with our offices achieving exceptional results under the hammer.

Concentrated marketing campaigns focus the attention of the market on each individual property, maximising exposure to qualified buyers. Our agents are also trained to generate interest, excitement and a sense of urgency around the sale by auction to achieve highly competitive bidding.



OUR TEAM

# Your Sales, Leasing and Asset Management experts.

Thinking or selling or leasing your property? Contact us to discuss how we can help you with property management, leasing or selling your investment today.



## Michael Flood

Commercial Asset Manager

0499 293 909

[mflood@dijones.com.au](mailto:mflood@dijones.com.au)

[dijones.com.au/agents/michael-flood](https://dijones.com.au/agents/michael-flood)



## Brett Hunter

Partner - Residential | Developments | Commercial

0410 630 222

[bhunter@dijones.com.au](mailto:bhunter@dijones.com.au)

[dijones.com.au/agents/brett-hunter](https://dijones.com.au/agents/brett-hunter)



# Body Corporate Services

## Our service promise to you

This sets out our standards of customer service as we aim to continually meet your needs and exceed expectations. We do this by listening to feedback and regularly measuring our performance.

### Industry-leading strata expertise and guidance

Through our network of strata management professionals, Customer Care Centre and a team of specialists, you have access to professional services which is focused on immediate assistance and fast resolution. By regularly gathering your feedback, we also aim to continuously improve your service experience.

### Timely distribution of information

Through our online platform, you can enjoy 24/7 access to information and can rest assured that your meeting minute and documentation will be sent on time, as determined by the state legislation.

### Clear, professional communications

You can be confident of receiving clear and consistent communications of professional standards and according to best practice guidelines.

### Prompt response to all enquiries

You will receive a timely acknowledgement of correspondence, voicemails, and emails within two working days, and other written correspondence within five working days.

Emergencies, such as those which require immediate remedial action, are responded to or actioned as a top priority.

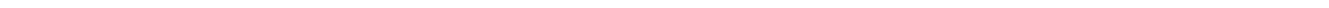
We aim to resolve your query as quickly as possible, although turnaround times may vary depending on the complexity of the enquiry. For more complex matters, you will be provided with a case number and kept informed of the status.

### Confidentiality and security

Your confidential information is secure and handled per the Privacy Act 1988 and applicable legislation. Documents that are privileged or confidential are securely filed with release subject to the approval of the committee or owners corporation.

You can also rest assured that our technology, systems and processes are monitored and kept up to date with the latest data security and risk management practices.

Please treat our staff with the same respect and professionalism that we offer you.





# Body Corporate Services (BCS), Gosford

Offering strata management skills and expertise to meet your individual needs

2,800+

lots managed

---

BCS Gosford is a local business and subsidiary of Australia's largest strata management company, PICA Group, which is centrally located in the business hub of Gosford, New South Wales.

200+

buildings managed

---

In today's environment, community living has become increasingly popular, however the complexities associated with managing this make it essential for property owners to engage a professional, qualified and experienced strata manager to coordinate the administrative, financial and social operations of a strata property.

40+

years of experience

---

BCS offers more than 40 years experience in property services and strata management. Our local team understands the areas demographic and what is required when managing a diverse groups of owners. Our focus is not only on the amenity of your building, but also enhancing community living within it.

1

Team

---

Being powered by PICA Group allows us to offer a unique mix of localised, personal service, combined with the financial strength, benefits and expertise of an industry leading organisation.

Our online portal, Community Hub, provides 24/7 access to their documentation, delivering convenience and improving the transparency of matters related to their property.

BCS Gosford are proud members of Strata Community Australia (SCA).

## Congratulations on the purchase of your investment property

In conjunction with Di Jones Terrigal, BMT Tax Depreciation would like to offer you a reduced fee for a depreciation schedule on your new property.



### What is tax depreciation?

Depreciation is the wear and tear of a building and the plant and equipment items within it. The Australian Taxation Office allows property investors to claim this depreciation as a deduction in their annual tax return, meaning that they pay less tax.

Research shows that approximately 80 per cent of property investors are not claiming the maximum depreciation they are entitled to, which can lead to thousands of dollars missed in tax deductions.

#### Depreciation facts:

- Claim an average of \$5,000 - \$10,000 in deductions in the first full financial year
- Deductions available on old or new properties
- BMT works with your Accountant
- Adjust previous tax returns
- 100% tax deductible

To order your depreciation schedule today, please complete the form overleaf and return to BMT Tax Depreciation or call your local BMT office on [1300 728 726](tel:1300728726).

### Special reduced fee

Reduced fee offer of \$440 incl. GST per commercial unit.

*\*Fee subject to change for any additional fit out works if required.*



**BMT guarantee** if we can't find double our fee in deductions in the first full financial year there will be no charge for our services.



# Application form

The Sawmill - 96 The Entrance Road, ERINA NSW 2250

If you are unsure of any of the below details please leave them blank and we can complete this at the time of ordering your schedule.

## TELL US ABOUT YOU

Name	Name/s the schedule is to be made in		
Your address	State	Postcode	
Email	Phone	Home	
How did you hear about BMT	<b>Di Jones Terrigal</b>		

## TELL US ABOUT YOUR INVESTMENT PROPERTY

Unit number	Purchase price	Settlement date
-------------	----------------	-----------------

Any additional items added to the property since purchase (eg. blinds, \$1,500, 01/07/14)

## ACCOUNTANT DETAILS

Accountant	Company
Phone	Email

## QUOTE ACCEPTANCE

Amount (Commercial properties) **\$ 440 incl. GST**

I hereby accept the quote for a BMT Tax Depreciation Schedule.

Name:	Date:	Signature:
-------	-------	------------

Email completed form to [investor@bmtqs.com.au](mailto:investor@bmtqs.com.au)

# Get open for business with Beevo



# What is Beevo

Beevo is a free connections service for commercial tenants & owner occupiers when they're taking possession of a new premises. Beevo organises your essential services like power, gas, waste, internet & phones etc, from our panel of National suppliers ensuring you're open for business in no time.

Beevo can also review the cost of existing key utility services for tenants & owner occupiers and help identify any savings available.

## How can Beevo connect:



Electricity



Internet



Gas



Waste &  
Recycling



Telcos



Eftpos



Solar



Insurance



Cleaning



Moving

## How to use Beevo:

**Agent** Ask your agent to pass on your details to Beevo and a specialist will be in touch within 24 hours

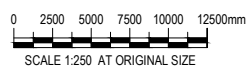
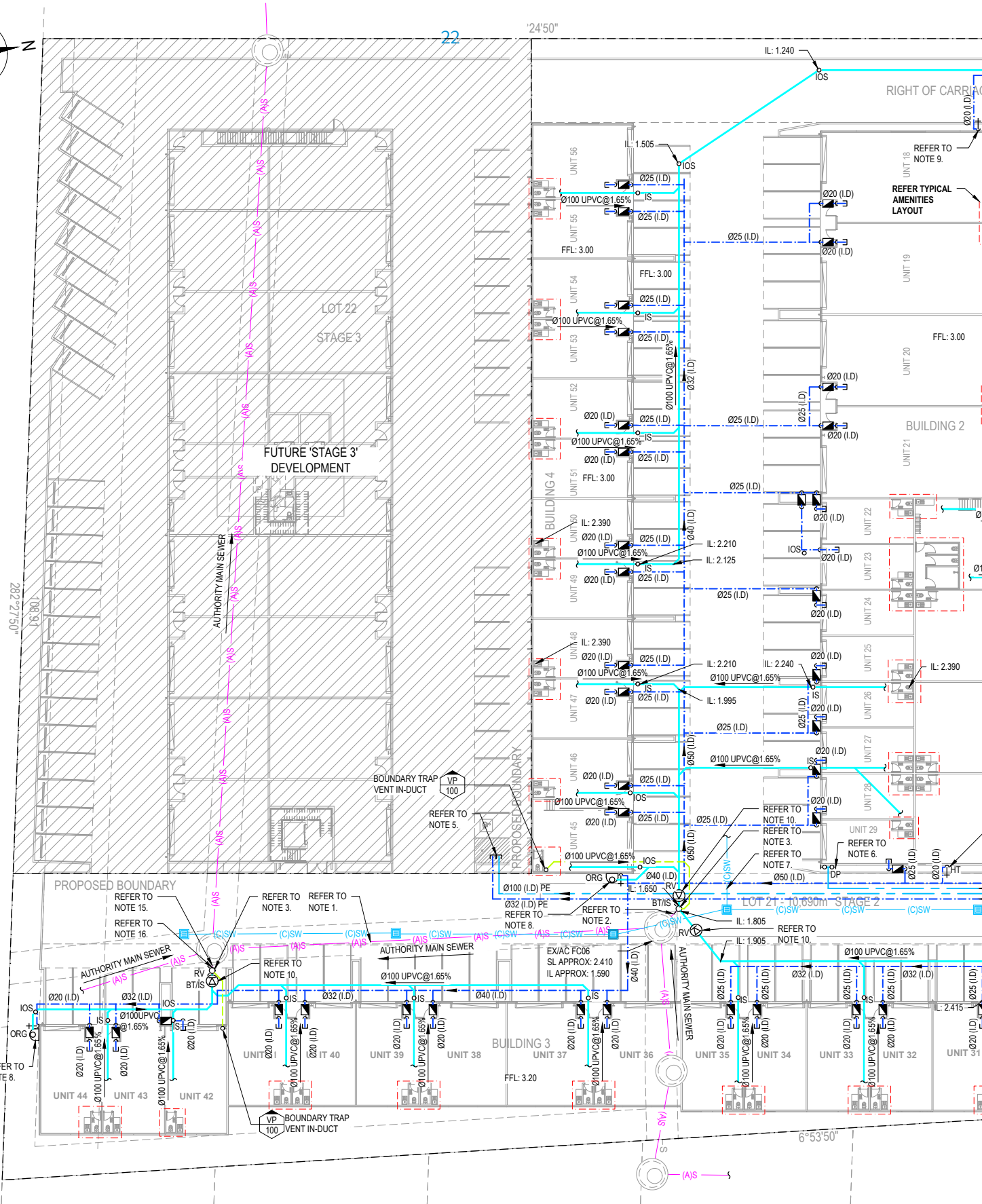
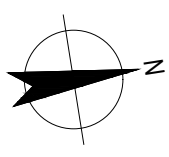
**Call** 1300 763 764 to speak to a specialist  
8am – 6pm Monday – Saturday



## HYDRAULICS

# Hydraulics

Every single unit has the following connections as per the construction image and inline with the hydraulic plans. Some of these 'jump up' riser pipes are only a few millimetres below the concrete and can easily be found by seeking the hollow sounding area of the slab. Others (where the pipes were higher) have protruded through to the surface of the slab. Should you need any additional information please contact the builders.



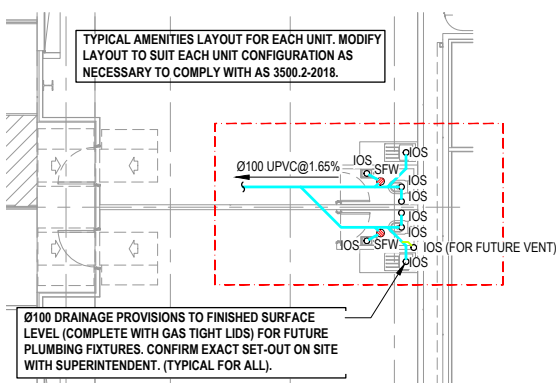
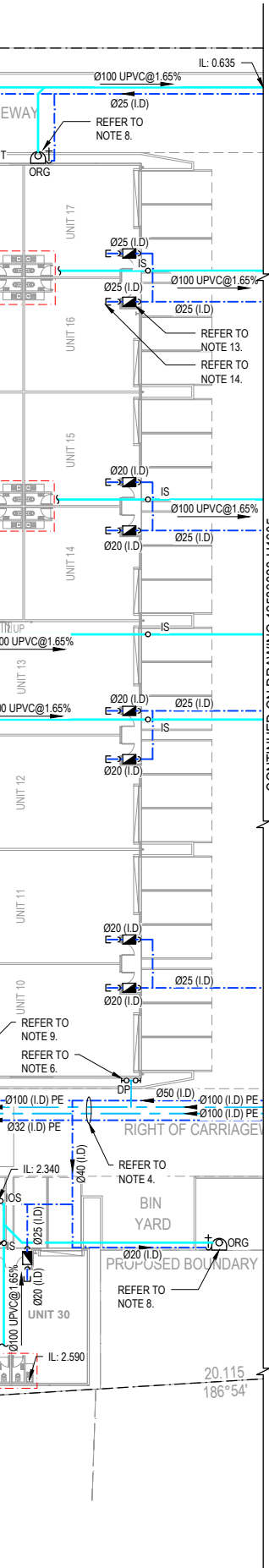
**SITE PLAN - PART 1**  
SCALE 1:250

1	REVISED DRAINAGE DETAILS	SE	BR	09.12.21
0	CONSTRUCTION ISSUE	SE	BR	17.11.21
Rev	Description	Checked	Approved	Date

Author M.PAGULON    Drafting Check -  
 Designer M.PAGULON    Design Check B. REYNOLDS



dijones.com.au



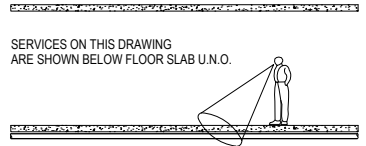
TYPICAL AMENITIES LAYOUT  
SCALE 1:100

CONTINUED ON DRAWING 12533328-H1605

**NOTES**

- APPROXIMATE LOCATION OF EXISTING CENTRAL COAST COUNCIL Ø150 SEWER MAIN ACCORDING TO COUNCIL INFORMATION. SHOWN FOR CLARITY PURPOSES. REFER TO SEWER MAIN MODIFICATION DRAWINGS BY NORTHROP CONSULTING ENGINEERS FOR DETAILS.
- EXISTING 150mm SEWER STUB ACCORDING TO COUNCIL SEWER MAIN WORK AS EXECUTED DRAWINGS. LOCATE, EXCAVATE AND VERIFY THE LOCATION, SIZE AND INVERT LEVEL PRIOR TO COMMENCING WORKS. MAKE CONNECTION IN GROUND AND RESTORE ALL DISTURBED SURFACES UPON COMPLETION.
- SUPPLY AND INSTALL A 150mm BOUNDARY TRAP AT THE POINT OF CONNECTION. COMPLETE WITH A 150mm RISER AND TRAFFICABLE CAST IRON LID AND SURROUND.
- COMMON SERVICES TRENCH. IN-GROUND HYDRAULIC SERVICES TO BE INSTALLED AT A DEPTH OF 600mm. ENCASE IN CLEAN FILL SAND AND LAY DETECTABLE MARKER TAPE OVER. REFER TO DETAIL ON 12533328 - H1603. CLEARANCES BETWEEN SERVICES SHALL COMPLY WITH AS3500 & AS2419.1 REQUIREMENTS.
- 100mm FIRE WATER AND 32mm COLD WATER CAPPED CONNECTION POINTS FOR FUTURE STAGE 3 WORKS. INSTALL A MARKER PLATE AT SURFACE LEVEL.
- SUPPLY AND INSTALL A DOUBLE PILLAR FEED FIRE HYDRANT. REFER TO DETAIL ON 12533328 - H1603.
- SERVICES CROSS OVER BETWEEN STORMWATER AND HYDRAULIC SERVICES. REFER TO STORMWATER MANAGEMENT PLANS PREPARED BY NORTHROP CONSULTING ENGINEERS AND COORDINATE ON SITE.
- SUPPLY AND INSTALL A 20mm VANDAL RESISTANT HOSE TAP, 600mm FROM SURFACE LEVEL, DIRECTLY OVER THE OVERFLOW RELIEF GULLY. A MINIMUM HEIGHT OF 150mm SHALL BE MAINTAINED BETWEEN THE TOP OF THE OVERFLOW GULLY RISER AND THE LOWEST FIXTURE CONNECTED TO THE DRAIN. REFER TO DETAIL ON 12533328 - H1603.
- SUPPLY AND INSTALL A 20mm VANDAL RESISTANT HOSE TAP, 600mm FROM SURFACE LEVEL. COMPLETE WITH VACUUM BREAKER ON THE OUTLET. REFER TO DETAIL ON 12533328 - H1603.
- SUPPLY AND INSTALL A 150mm REFLUX VALVE WITH A 150mm SHAFT RISER TO SURFACE LEVEL. COMPLETE WITH A BRASS GAS TIGHT LID.
- NOT IN USE.
- NOT IN USE.
- SUPPLY AND INSTALL A Ø20 WATER SUB-METER ASSEMBLY MOUNTED AT LOW LEVEL ON THE WALL. INSTALL Ø25 I.D SUPPLY TO METER FRAME FOR FUTURE FIT-OUT. CONFIRM THE EXACT POSITION AND MOUNTING HEIGHT ON SITE WITH THE SUPERINTENDENT (TYPICAL).
- Ø20 CAPPED POINT WITH ISOLATION VALVE FOR FUTURE EXTENSION TO FIXTURES AND HOSE TAPS INSTALLED IN ACCORDANCE WITH AS/NZS 3500.1 (TYPICAL).
- PROPOSED CENTRAL COAST COUNCIL SEWER MAIN CONNECTION. REFER TO NORTHROP SEWER DESIGN DRAWINGS FOR FURTHER DETAILS.
- LOCATE, EXCAVATE AND VERIFY THE EXISTING SEWER CONNECTION SIZE, MATERIAL TYPE AND INVERT LEVEL PRIOR TO COMMENCING WORKS. CALCULATE THE GRADES OF PIPELINES TO COMPLY WITH AS 3500.2 TO CONFIRM CONNECTION IS ACHIEVABLE. MAKE CONNECTION AND RESTORE ALL SURFACES UPON COMPLETION.

THIS DRAWING INCLUDES COLOURED INFORMATION. IF YOU HAVE A BLACK AND WHITE COPY YOU DO NOT HAVE ALL THE INFORMATION. THIS NOTE IS COLOURED RED.



**NOTE**

- THE DEVELOPMENT IS IN A BUSHFIRE PRONE AREA. THE PLUMBING INSTALLATION MUST COMPLY WITH 'PLANNING FOR BUSHFIRE PROTECTION 2019' AND INCLUDE;
  - ALL ABOVE GROUND EXPOSED WATER SERVICES PIPES SHALL BE METAL.
  - ALL SANITARY VENTS PENETRATING THE ROOF SHALL BE COPPER PIPE 1m BELOW ROOF SURFACE, SEALED WITH FIRE RATED SEALANT AND ALUMINUM FLASHING COMPLETE WITH WIRE VENT COWL.
- FALLS TO SEWER ARE CRITICAL. THERE IS NO LEEWAY FOR ERROR. THE PLUMBING CONTRACTOR SHALL CONFIRM ALL LEVELS ON SITE PRIOR TO ANY TRENCHES BEING EXCAVATED OR PIPELINES BEING LAID. SHOULD FALL TO SEWER NOT BE ACHIEVABLE, NOTIFY THE SUPERINTENDED IMMEDIATELY.

**CAUTION**

- UNDERGROUND SERVICES HAVE BEEN LOCATED BY SURFACE INVESTIGATION ONLY & MAY NOT BE EXHAUSTIVE OR CURRENT AT THE TIME OF CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN CURRENT INFORMATION WITH REGARD TO ALL UNDERGROUND SERVICES & TO LOCATE THEM PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- WHERE LOCATION IS CRITICAL TO THE DESIGN IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND LEVEL THE APPROPRIATE SERVICE PRIOR TO CONSTRUCTION.

WARNING: PUBLIC UTILITY SERVICES MAY EXIST ON OR ADJACENT TO THE SITE OF WORKS. THESE SERVICES MAY NOT BE SITUATED WITHIN REGISTERED EASEMENTS OR WITHIN STANDARD FOOTPATH ALLOCATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO IDENTIFY THE LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION WORKS AND TO AVOID DISTURBANCE OF THESE SERVICES

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**DIAL 1100**  
**BEFORE YOU DIG**

GHD Tower, Level 3  
24 Honeysuckle Drive, Newcastle NSW 2300 Australia  
PO Box 5403 Hunter Rgn Mail Cent. NSW 2310  
T 61 2 4979 9999 F 61 2 4979 9988  
E ntlmail@ghd.com W www.ghd.com



Client **STEVENS GROUP**

Project **STAGE-2 INDUSTRIAL UNITS AND STAGE-3 SITE CONNECTIONS**

Status **FOR APPROVAL**

DIOJONES

Drawing Title **HYDRAULIC SERVICES SITE PLAN - PART 1**

Drawing No. **12533328-H1604**

Rev **1**

Status Code **S4**

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Project No. 12533328

INTEGRATING AUTOMATION IN YOUR WORKPLACE IS THE BEST WAY TO:

- CONTROL ACCESS  
Accept Deliveries Remotely
- PROTECT YOUR BUSINESS  
Monitor your premises
- REDUCE ENERGY USAGE  
Smart Control, Lights, AC, Heating etc

GIVING YOU PEACE OF MIND,  
AND MORE MONEY IN YOUR POCKET.



## DISCOVER THE POWER OF AUTOMATION



SMART LIGHTS  
AND SENSORS



SMART LOCKS  
AND CAMERAS



REMOTE  
VISIBILITY



PROGRAM YOUR  
POWER POINTS



CONTROL  
YOUR MUSIC



ENHANCE  
YOUR WORK LIFE

### Why HomeSYS?

There are many brands offering automation products and services out there in the market right now.

**HomeSYS takes the best of the best of all available technology and packages it into one technology agnostic solution.**

Never will you have to worry about being locked into one brand and relying solely on their development team for upgrades. As technology evolves, you can too.

**HomeSYS gives you Freedom, Choice, and Control** - future proofing your investment in your business

### Offering Easy Integration:

At HomeSYS, we take the confusion and hassle out of automating your business.

From a simple intercom camera connected to smart door lock, or roller door to allow deliveries when you are away from your unit

to a fully integrated system that controls all aspects of the unit saving you energy, costs and provide you peace of mind.


Or maybe you don't know if you need automation either way come and have a chat.

CALL MARK ON **0403 047 596**  
OR EMAIL [mark@groupsys.com.au](mailto:mark@groupsys.com.au)  
OR COME AND SAY HELLO AT UNIT 7, SAWMILL SOON





DocuSign Envelope ID: 85FD8AA4-2464-474E-996B-CC1C027F6956

Approved Form 7	Strata Plan By-laws	Sheet 1 of 11 sheets
Registered:  07/03/2023	Office Use Only	Office Use Only <b>SP105929</b>

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

# THE SAWMILL


**Strata Plan No. SP105929**

**Corner 90-96 The Entrance Road,  
and 5-7 Avoca Drive, Erina**

# BY-LAWS

MJG-465391-2-942-V1

DocuSign Envelope ID: 85FD8AA4-2464-474E-996B-CC1C027F6956

Approved Form 7	Strata Plan By-laws	Sheet 2 of 11 sheets
Registered:  07/03/2023	Office Use Only	Office Use Only <b>SP105929</b>

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

**1. Vehicles**

- A. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- B. The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- C. The owners corporation has the power to:
  - I. impose a speed limit for traffic on common property;
  - II. impose restriction on the hours specified vehicles can use common property; and
  - III. impose reasonable restrictions on the use of common property driveways including by, but not limited to:
    - a. installing speed humps and other traffic control devices in common property; and
    - b. installing signs in relation to parking and to control traffic in common property.

**2. Obstruction of common property**


An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**3. Damage to common property**

- A. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- B. An approval given by the owners corporation under clause 3.A cannot authorise any additions to the common property.
- C. This by-law does not prevent an owner or person authorised by an owner from installing:
  - I. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
  - II. any screen or other device to prevent entry of animals or insects on the lot; or
  - III. any sign to advertise the activities of the occupier of the lot if such signage is installed in the area which is below the highlight windows and above the roller door, the width of such signage being no wider than the roller door; or
  - IV. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- D. Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any

MJG-465391-2-942-V1

DocuSign Envelope ID: 85FD8AA4-2464-474E-996B-CC1C027F6956

Approved Form 7	Strata Plan By-laws	Sheet 3 of 11 sheets
Registered:  07/03/2023	Office Use Only	Office Use Only <b>SP105929</b>

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

- E. The owner of a lot must:
- I. maintain and keep in a state of good and serviceable repair any installation referred to in clause 3.C that forms part of the common property and that services the lot; and
  - II. if requested by the owners corporation remove any installation referred to in clause 3.C at the lot owners expense; and
  - III. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause 3.C that forms part of the common property and that services the lot.

**4. Children on common property**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

**5. Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**6. Depositing rubbish and other material on common property**


An owner or occupier of a lot must not deposit or throw on the common property nor allow to remain on a Lot for more than 24 hours, any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

**7. Cleaning windows and door**

- A. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
- I. the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
  - II. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

MJG-465391-2-942-V1

DocuSign Envelope ID: 85FD8AA4-2464-474E-996B-CC1C027F6956

Approved Form 7	Strata Plan By-laws	Sheet 4 of 11 sheets
Registered:  07/03/2023	Office Use Only	Office Use Only <b>SP105929</b>


**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

**8. Garbage disposal**

- A. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- I. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and
  - II. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - III. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and
  - IV. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in subclause A.I, and
  - V. must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
  - VI. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- B. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- I. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - II. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- C. An owner or occupier of a lot must:
- I. comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
  - II. notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- D. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

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- E. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

**9. Appearance of lot**

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

**10. Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

**11. Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

**12. Prevention of hazards**


The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**13. Provision of amenities or services**

- A. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property, one or more of the lots, or to the owners or occupiers of one or more of the lots:
- I. security services;
  - II. promotional services;
  - III. cleaning;
  - IV. garbage disposal and recycling services;
  - V. electricity, water or gas supply; or
  - VI. telecommunication services (for example, cable television).

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- B. If the owners corporation makes a resolution referred to in clause 13.A to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**14. Compliance with planning and other requirements**

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

**15. Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

**16. Controls on hours of operation and use of facilities**


- A. The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- I that commercial or business activities may be conducted on a lot or common property only during certain times; and
  - II that facilities situated on the common property may be used only during certain times or on certain conditions.
- B. An owner or occupier of a lot must comply with a determination referred to in subclause (A).

**17. Plant and Equipment installed on or affixed to Common Property**

- A. The owner or occupier of a lot must not, without the prior written approval of the owners corporation (who may impose such conditions of consent as it sees fit), install or affix any:
- I. air conditioning equipment and/or units; or
  - II. solar panels and associated equipment, or
  - III. other plant or equipment
- to Common Property.
- B. Any approved works carried out pursuant to by-law 17A will void the builders warranty in respect of the lot and will be the individual lot owners or occupiers responsibility.

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**18. Minor Fitout Works**


- A. An owner or occupier must have consent from the owners corporation to carry out minor fitout works within the owners lot (**Minor Fitout Works**).
- B. Before carrying out the Minor Fitout Works, owners and occupiers must:
  - I. obtain all necessary consents from the owners corporation and relevant authorities (including Council, if required); and
  - II. find out where service lines and pipes are located; and
  - III. obtain consent from the owners corporation if it proposes to interfere with or interrupt any services; and
  - IV. give the owners corporation written notice at least 14 days before starting the Minor Fitout Works.
- C. Owners and occupiers carrying out the Minor Fitout Works, must:
  - I. use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation; and
  - II. carry out the Minor Fitout Works in a proper and tradesmanlike manner and to the reasonable satisfaction of the owners corporation; and
  - III. repair any damage caused to common property or the property of another owner or occupier.

**19. Storage Platform**

- A. Notwithstanding clause 17A, an owner may, at its own cost, construct a storage platform within the owners lot (**Storage Platform**) provided that:
  - I. the owner gives the owners corporation written notice at least 14 days before starting the Storage Platform Works; and
  - II. at the time of giving notice to the owners corporation, the owner must give to the owners corporation an engineer's standard adequacy certificate as required by the owners corporation; and
  - III. the owner must ensure that all works, contractors and any subcontractors are adequately insured and, upon request by the owners corporation, provide copies of certificates of currency for each such insurance; and
  - IV. the owner agrees to indemnify the owners corporation against any liability or expense that would not have been incurred if the Storage Platform Works had not been carried out; and
  - V. the owner must provide a fire safety certificate in relation to the Storage Platform Works upon request by the owners corporation; and
  - VI. the owner must provide certification that the Storage Platform Works have been built in accordance with engineering details; and
  - I. the owner must ensure that the Storage Platform Works are completed in a proper and workmanlike manner and by licenced tradespeople; and

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- II. the owner must maintain and keep the common property to which any of the Storage Platform Works are attached in a state of good and serviceable repair; and
  - III. if any of the Storage Platform Works are removed, the owner is responsible for making good any damage to the common property within a reasonable period of time; and
  - IV. the owner accepts responsibility for any damage to any other lots in the strata plan, or the common property, caused by the installation, use, maintenance, repair or removal of the Storage Platform Works.
- B. Once the Storage Platform Works are completed the owner must notify the owners corporation who will ensure the Storage Platform Works within the owner's lot is covered under the buildings insurance policy.
- C. If the owner fails to comply with any obligations under this by law 19, then the owners corporation may:
- I. carry out all necessary work to perform that obligation; and
  - II. enter upon any part of the parcel to carry out that work; and
  - III. recover the costs of carrying out that work from the defaulting owner.


**20. Common Property Exclusive Use**

- A. In this By-Law 20:
- “**Act**” means the *Strata Schemes Management Act 2015* (NSW).
- “**Development Consent**” means the determination of development application 60888/2021 issued by Central Coast Council.
- “**Building**” means the commercial building (but not the car spaces) known as 90-96 The Entrance Road, Erina and includes the common property.
- “**Exclusive Use Area**” means the common property shown as the dividing boundary between lots 24 and 25.
- “**Lots**” means Lots 24 and 25 in the Strata Plan.
- “**Owner/Owners**” means the owner of the Lots.
- “**Owners Corporation**” means the owners corporation of the strata scheme constituted by the registration of the Strata Plan.
- “**Strata Plan**” means the strata plan registered in respect of the Building.
- B. Provided the Owner complies with their obligations under this By-Law 20, the Owner is granted a right of exclusive use over the Exclusive Use Area.
- C. The right to use the Exclusive Use Area will end upon the earlier of:
- I. the date by which the Owner fails to comply with an obligation under this By-Law 20 and any notice served by the Owners Corporation to remedy such failure; or
  - II. the date the lots are not owned by the same registered proprietor; or

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- III. the date this By-Law 20 is repealed by the Owners Corporation in accordance with the Act.
- D. As a condition of Exclusive Use, the Owner must:
- I. maintain the Exclusive Use Area in a state of good and serviceable repair and promptly fix and repair any damage; and
  - II. maintain a policy of public liability insurance covering the Exclusive Use Area at all times.
- E. When the right to use the Exclusive Use Area ends in accordance with this By-Law 20 ("Common Property Wall"), the Owner must construct a Common Property Wall on the Exclusive Use Area. The Common Property Wall must be constructed:
- I. in accordance with any requirement of the Owners Corporation of the Strata Plan;
  - II. in accordance with the specifications shown on the Development Consent; and
  - III. using hebel brick or similar material and complying with all applicable Australian Standards and the National Construction Code; and
  - IV. to the same standard and finish of all other internal walls in the Building; and
  - V. at the Owners sole expense.
- F. The Owner indemnifies and will keep indemnified the Owners Corporation and every other owner of a lot in the Strata Plan against any and all actions, proceedings, claims, demands, costs, damages and expenses arising in respect to:
- I. damage to any property; and
  - II. death or injury to any person as a result of the Owners use of the Exclusive Use Area conferred by this By-Law 20 and the construction of the Common Property Wall.

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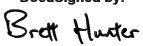
Approved Form 7	Strata Plan By-laws	Sheet 10 of 11 sheets
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**EXECUTIONS PAGE**

**Executed by Miles Properties Pty Ltd  
as owner of  
Lot 21 DP 1278847**


**EXECUTED** by )  
**MILES PROPERTIES PTY LTD** )  
(ACN 091 255 766) )  
pursuant to Section 127 )  
of the Corporations Act 2001 (Cth) by: )

Electronic signature of me, Brett Hunter,  
affixed by me, on 27/02/2023.  
DocuSigned by:  27/2/2023  
8F4E218A328442B...

Signature of Brett Hunter  
Office Held: Director

Electronic signature of me, Michael Peter Norman Hunter  
affixed by me, on 27/02/2023.  
DocuSigned by:  27/2/2023  
51B15EFE7639406...

Signature of Michael Hunter  
Office Held: Director

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**EXECUTIONS PAGE CONTINUED**

**Executed by National Australia Bank Limited  
as mortgagee of AS782568**

**SIGNED, SEALED AND DELIVERED**  
For and on behalf of  
**NATIONAL AUSTRALIA BANK LIMITED**  
**ABN 12 004 044 937**  
By its Attorney who holds the position of  
Level 3 Attorney under Power of Attorney  
Registered No. 39 Book 4512  
in the presence of:



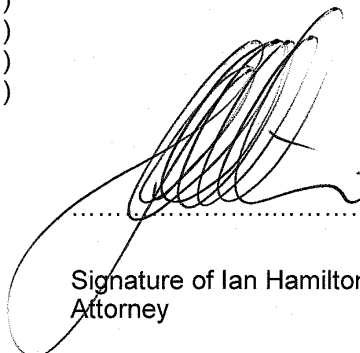
Witness Signature

TIFFANY HUNT

Witness Name

SHOP 21,  
148 THE ENTRANCE ROAD,  
ERINA NSW

Witness Address

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)  
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)  
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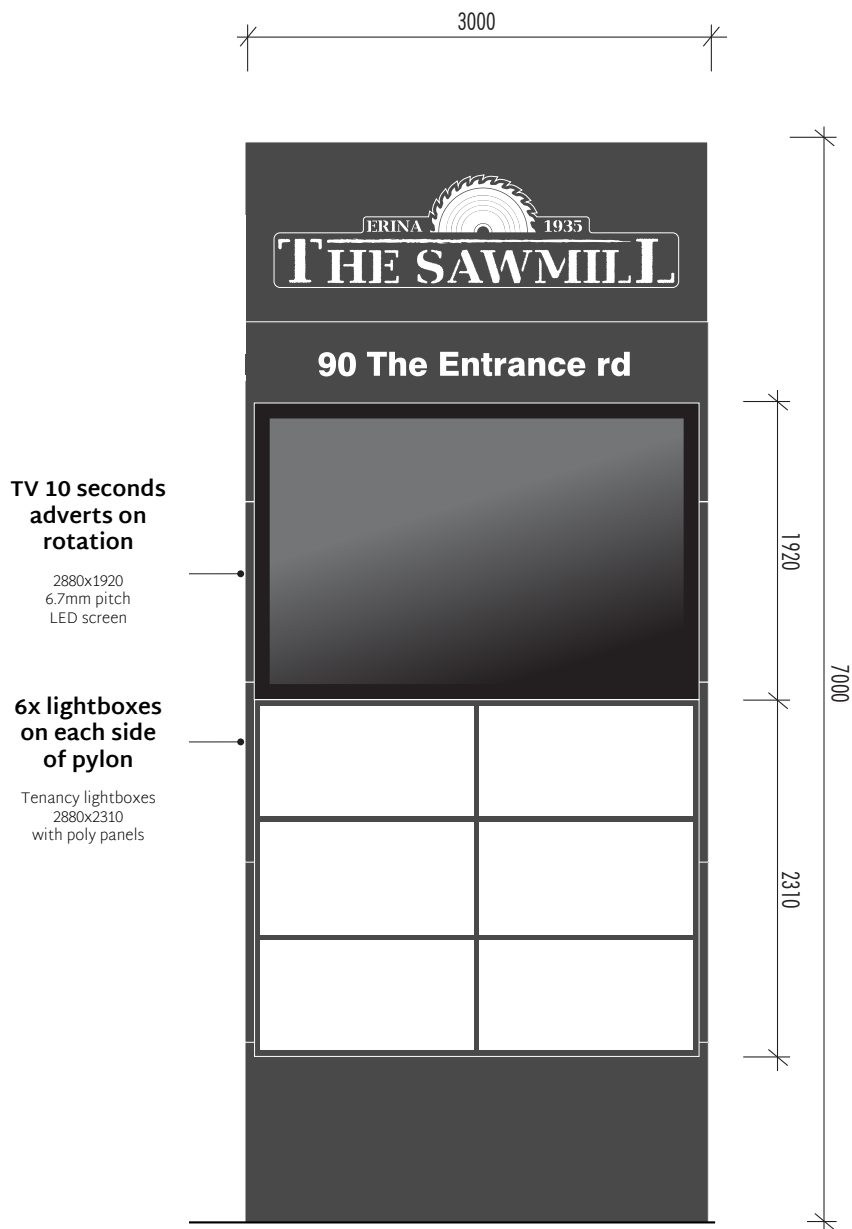
Signature of Ian Hamilton  
Attorney



## PYLON SIGN ADVERTISING

# Annexure A

Businesses within The Sawmill will benefit from fantastic Central Coast Highway exposure. The permanent digital pylon can expose your business to 10,000's of potential clients daily. The Sawmill pylon features: twelve permanent placements and a rotation of digital marketing to suit your business.



# PYLON ADVERTISING CONTRACT

THIS DEED dated

2023

**PARTIES:** MILES PTY LTD (*Licensor*)

\_\_\_\_\_  
(*Licensee*)

## INTRODUCTION

A. In consideration of the Licensee's Agreement to pay the Licence Fee and to observe and perform the Licensee's obligations set out in this Licence, the Licensor agrees that the Licensee should be permitted to use the Sign Pylon in accordance with this Licence.

## IT IS AGREED

### 1. INTERPRETATION

In this Deed, unless otherwise indicated by the context:

- (a) *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney;
- (b) *Sign Pylon* means that structure erected on the land used from time to time for advertising;
- (c) *GST* has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth and includes notional GST of the kind for which payments may be made under section 5 of the *Intergovernmental Agreement Implementation (GST) Act 2000* by a person who is a State entity within the meaning of that Act;
- (d) *Licence* means the licence granted pursuant to this Deed;
- (e) *Licence Fee* means the licence fee specified in Item 3 of the Schedule as varied from time to time in accordance with this Deed;
- (f) *Month* means calendar month;
- (g) *Plan* means the plan annexed and marked 'A';\*
- (h) *Term* means the term described in Item 2 of the Schedule; and

### 2. LICENCE

2.1. The Licensee will have the non-exclusive licence and privilege to use or replace a sign on the sign pylon in positions as designated on the Plan and item 3 of the schedule.

- a) Limited to the Licensee's trading name, the description of its business or the Licensee's trade mark or insignia. The size of the sign shall not exceed the dimensions, and the style approved by the Licensor
- b) Any signs or notices installed by the Licensee shall be maintained by the Licensee in good repair and condition throughout the Term.
- c) Prior to the installation of any sign the Licensee shall seek the approval of the Licensor to the signage design which approval shall not be unreasonably withheld.

2.2. This Licence does not confer upon the Licensee any estate or interest in the Pylon or any part of it and the legal possession and control of the Pylon Area will at all times remain vested in the Licensor.

### 3. TERM

3.1. The Licence will be for the Term referred to in 2 of the Schedule.

### 4. TERMINATION

4.1. This Licence will terminate on the expiry of the Term.

4.2. Upon termination of this Licence, the Licensee will promptly remove the Licensee’s sign from the signage pylon and in default the Licensor will be entitled to remove them and recover the cost of removal from the Licensee. Whatever the Licensor or any person authorised by it will do under this clause will be deemed to be done with the full authority of and as agent for and at risk in all respects of the Licensee.

5. **NO ASSIGNMENT OR SUBLICENSING**

This Licence may not be assigned or sublicensed without the Licensor’s consent in writing which shall not be unreasonably withheld.

**GST**

5.1. The Licensee must pay to the Licensor any amount which is payable by the Licensor for GST as a consequence of any supply made by the Licensor to the Licensee under this Licence, such payment on account of GST to be made by the Licensee at the same time as payment is made for the relevant supply.

5.2. No later than 14 days after the date of payment of any GST the Licensor must provide to the Licensee a tax invoice complying with any legislation under which GST is imposed.

5.3. The Licensee will pay on demand to the Licensor any interest or penalties incurred by the Licensor as a result of the Licensee’s failure to make a payment under clause 6 ITEM 2.

6. **ANNUAL FEE REVIEW**

On each anniversary of this Agreement the monthly Licence Fee payable under this Deed will increase by three percent (3%).

**SCHEDULE  
The Plan**

**Item 1** Land:  
Unit \_\_\_\_ / 90-96 The Entrance Road, Erina

**Item 2** Term:  
The term commencing \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending on the \_\_\_\_/\_\_\_\_/\_\_\_\_ (min. 6 months)

- Item 3** Licence Fee:
- Option A) TV Screen rotating advertisement 6 month contract min. \$50 per week plus GST payable on invoice in advance.
  - Option B) One Side Fixed lightbox advertisement (exclusive for sawmill residents) 6 month contract min. \$80 per week plus GST payable on invoice in advance
  - Option C) Two sided Fixed Lightbox advertisement (exclusive for sawmill residents) 6 month contract min. \$160 per week plus GST payable on invoice in advance

Availability is subject to change and contracts will only be entered into if positions available. At the end of the 6 Month contract, you will need to discuss extensions/new contract or rescission of contracts with your property manager.

**EXECUTED AS A DEED.**

**EXECUTED** for and on behalf of Lessor. (ACN ) in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

.....  
Signature of Lessor

**EXECUTED** for and on behalf of Lessee in accordance with Section 127(1) of the *Corporations Act 2001*:

.....  
Name of Director / Lessee

.....  
Signature of Director/Secretary/ Lessee





## CONTACT US

# For people who know about the site:

### **Michael Flood**

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### **Brett Hunter**

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### **Ryan Riddle**

Stevens Group, Foreman  
Construction  
0421 911 823

### **Pylon Sign Advertising**

Dijones Commercial  
4365 0645

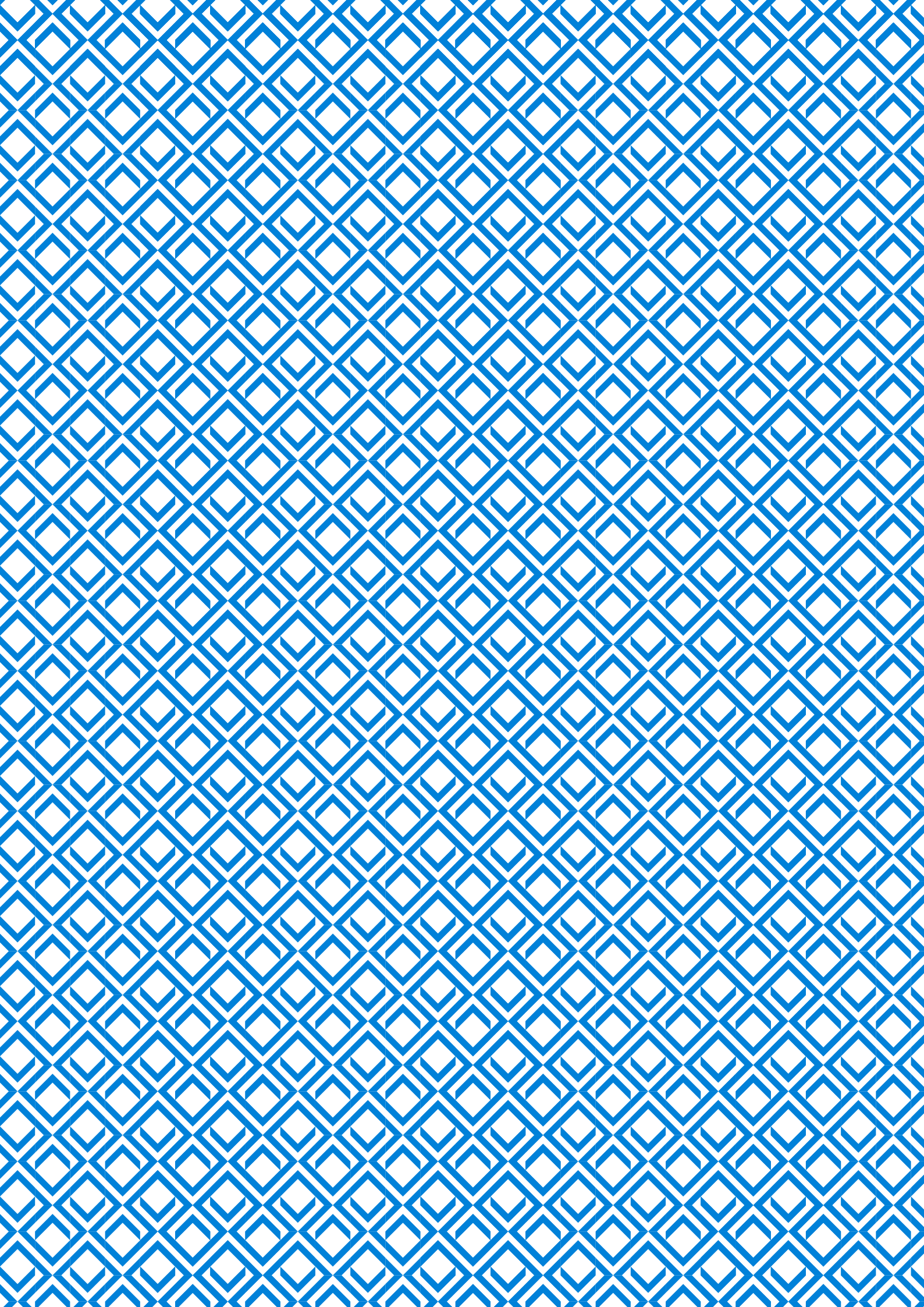
### **Anastasia Menzies**

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02 4331 5305  
anastasia.menzies@bcssm.com.au

### **Brown Build**

Hydraulics, Concrete, Electronics  
02 4966 0218  
info@brownbuild.com.au





# DiJONES

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7 Campbell Crescent  
4385 1000

Avoca Beach  
186 Avoca Dr  
4382 1444

Erina  
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4365 0645

[dijones.com.au](http://dijones.com.au)