

NEIGHBOURHOOD MANAGEMENT STATEMENT

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NEIGHBOURHOOD MANAGEMENT STATEMENT

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COMMUNITY LAND DEVELOPMENT ACT

WARNING

The terms of this management statement are binding on the neighbourhood association, and each person who is a proprietor, lessee, occupier or mortgagee in possession of a neighbourhood lot.

This statement should be read in conjunction with any community management statement or precinct management statement.

Part 1. DEFINITIONS

By-Law 1 DEFINITIONS, INTERPRETATIONS AND GENERAL

1.1 In this Management Statement:

- 1.1.1 "Access Way Plan" means the plan marked "Access Way Plan" contained in Part 7 of the Management Statement.
- 1.1.2 "Amenity Block" means that part of the Neighbourhood Property designated as the "Amenity Block" on the Neighbourhood Property Plan.
- 1.1.3 "Animal" means an animal, insect, reptile or bird and includes Livestock.
- 1.1.4 "Annual General Meeting" means the annual general meeting of the Neighbourhood Association other than the first Annual General Meeting.
- 1.1.5 "Architectural Standards" means the architectural standards marked "River Park Estate Development Standards" in Part 8 of the Management Statement.
- 1.1.6 "Assistance Animal" means an animal referred to in Section 9 of the Disability Discrimination Act 1992 of the Commonwealth.
- 1.1.7 "Authorised Visitor" means a person on the Neighbourhood Parcel with the consent express or implied of a proprietor or occupier of a Neighbourhood Lot or Association or Strata Corporation.
- 1.1.8 "Building Certifier" means a person who is accredited under the Building Professionals Act 2005 pursuant to the Building

Professionals Board Accreditation Scheme as an Accredited Certifier Building Surveying Grade 2.

- 1.1.9 "Building Modification" means any modification, addition or alteration made on or to an existing building or structure on Neighbourhood Property or a Neighbourhood Lot and includes any variation of the Building Modification.
- 1.1.10 "By-Law" means a by-law included in the Management Statement.
- 1.1.11 "Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.
- 1.1.12 "Council" means Port Macquarie Hastings Council, its successors and administrators.
- 1.1.13 "Development Act" means the Community Land Development Act 1989 (New South Wales).
- 1.1.14 "Development Contract" means the instrument, plans and drawings which are registered with the Neighbourhood Property Plan.
- 1.1.15 "Disability" has the same meaning as in the Disability Discrimination Act 1992 of the Commonwealth.
- 1.1.16 "Domestic Animals" means all dogs, cats, birds and other animals commonly kept as household pets.
- 1.1.17 "Effluent Dispersal Expenses" means all expenses and liabilities in connection with the control, management, operation, maintenance and repair of the Off-Site Dispersal Area, the Effluent Mains and any pumps, pipes or equipment used for the dispersal of effluent on the Off-Site Dispersal Area.
- 1.1.18 "Effluent Mains" means the effluent mains and sub mains and pumps shown on the Service Works Plan which convey effluent from an Off-Site Lot to the Off-Site Dispersal Area but does not include any pipes, cables or other equipment contained within an Off-Site Lot which is connected to the Effluent Mains.
- 1.1.19 "EPA" means the Environmental Protection Authority or its successors.
- 1.1.20 "Executive Committee" means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.
- 1.1.21 "Fire Brigade" means any fire fighting service including a local Rural Fire Service Brigade of the New South Wales Rural Fire Service.

- 1.1.22 "Fire Trails" means the fire trails designated on the Access Way Plan or Neighbourhood Property Plan.
- 1.1.23 "First Annual General Meeting" means the General Meeting of the Neighbourhood Association convened and held under Section 10 of the Management Act.
- 1.1.24 "Function" includes a power, authority and duty.
- 1.1.25 "General Meeting" means an Annual General Meeting or a special general meeting of the Neighbourhood Association.
- 1.1.26 "Livestock" includes horses, cattle, goats and sheep and other animals of that nature.
- 1.1.27 "Management Act" means the Community Land Management Act 1989 (New South Wales).
- 1.1.28 "Management Statement" means the statement registered with the Neighbourhood Property Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- 1.1.29 "Neighbourhood Association" means the corporation known as the Neighbourhood Association that:
- (a) is constituted by Section 25 of the Development Act on registration of the Neighbourhood Property Plan; and
 - (b) is established as a neighbourhood association by Section 7 of the Management Act.
- 1.1.30 "Neighbourhood Lot" means a lot in the Neighbourhood Property Plan, which is not Neighbourhood Property, a public reserve or a drainage reserve and is not a lot that has been severed from the Neighbourhood Scheme.
- 1.1.31 "Neighbourhood Parcel" means all of Neighbourhood Lots and the Neighbourhood Property.
- 1.1.32 "Neighbourhood Plan of Subdivision" means a plan of subdivision of a Neighbourhood Lot into 2 or more Neighbourhood Lots.
- 1.1.33 "Neighbourhood Property" means Lot 1 in the Neighbourhood Property Plan.
- 1.1.34 "Neighbourhood Property Plan" means the Neighbourhood Property Plan registered with this Management Statement.
- 1.1.35 "Neighbourhood Scheme" means:

- (a) the subdivision of land by the Neighbourhood Property Plan;
 - (b) the proposals in any related Development Contract; and
 - (c) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property, and persons having interests in or occupying Neighbourhood Lots.
- 1.1.36 “New Construction” means construction of a building that is intended to be carried out on Neighbourhood Property or a Neighbourhood Lot and includes any variation of the New Construction.
- 1.1.37 “Notice Board” means the notice board in By-Law 25.4.
- 1.1.38 “Off-Site Dispersal Area” means that part of the Neighbourhood Property designated as the off-site dispersal area on the Neighbourhood Property Plan for the dispersal of treated sewerage from the Off-Site Lots and includes all pumps, pipes and other equipment on the Off-Site Dispersal Area.
- 1.1.39 “Off-Site Lots” means Neighbourhood Lots 12 and 14 and part Neighbourhood Lots 9 and 16 in the Neighbourhood Property Plan.
- 1.1.40 “On-site Lots” mean the Neighbourhood Property and every other Neighbourhood Lot but excluding the Off-Site Lots.
- 1.1.41 “Open Access Way” means that part of the Neighbourhood Property designated as a open access way on the Access Way Plan and being an open access way under Section 43 of the Development Act.
- 1.1.42 “Open Pathway” means that part of an Open Access Way designated as open pathways on the Access Way Plan and being a open access way under Section 43 of the Development Act.
- 1.1.43 “Open Space Area” means that part of the Neighbourhood Property designated as “Open Space Area” on the Neighbourhood Property Plan.
- 1.1.44 “Private Service” means a Service provided by the Neighbourhood Association passing through or servicing any part of the Neighbourhood Parcel.
- 1.1.45 “Reserve Water Ponds” means that part of the Neighbourhood Property designated as “Reserve Water Ponds” on the Neighbourhood Property Plan.

- 1.1.46 "Restricted Property" means that part of the Neighbourhood Property the use of which has been restricted by this Management Statement.
- 1.1.47 "Revegetation Area" means that part of the Neighbourhood Parcel identified as revegetation areas in the Vegetation Management Plan of Rupert G H Milne of the 26 November 2012;
- 1.1.48 "Revegetation Fencing" means a fence on the Neighbourhood Parcel enclosing or defining a Revegetation Area;
- 1.1.49 "Right of Carriageway" means the following right of carriageways created by registration of the Neighbourhood Property Plan as identified on the Access Way Plan as "Right of Carriageway":
- (a) burdening Neighbourhood Lot 15 and benefiting part Neighbourhood Lot 16; and
 - (b) burdening part Neighbourhood Lot 16 and Neighbourhood Lot 15; and
 - (c) such other Temporary Right of Carriageway, if any, identified from time to time on the Access Way Plan.
- 1.1.50 "Rules" means the rules made under By-Law 48.
- 1.1.51 "Secretary" means the secretary of the Neighbourhood Association.
- 1.1.52 "Service" includes:
- (a) the supply of water, gas or electricity;
 - (b) the provision of sewerage and drainage; and
 - (c) transmission by telephone, radio or television or any other electronic service.
- 1.1.53 "Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is disclosed in the Service Works Plan.
- 1.1.54 "Service Provider" means any statutory or government authority or listed Telecommunication Company.
- 1.1.55 "Service Works Plan" means the diagram relating to the Service Lines marked "Service Works Plan" contained in Part 7 of the Management Statement and prescribed by Section 36 of the Development Act.

- 1.1.56 "Sinking Fund" means the sinking fund referred to in Section 12, Part 4 of Schedule 1 of the Management Act.
- 1.1.57 "Statutory Service" means a Service running through and servicing Neighbourhood Lots or Neighbourhood Property provided by a Service Provider.
- 1.1.58 "Temporary Right of Carriageway" means temporary right of carriageway, if any, identified on the Access Way Plan from time to time.
- 1.1.59 "Tennis Court Area" means that part of the Neighbourhood Property designated as the "Tennis Court Area" on the Neighbourhood Property Plan.
- 1.1.60 "Treasurer" means the treasurer of the Neighbourhood Association.
- 1.2 In the By-Laws unless the contrary intention appears:
- (a) A reference to an instrument includes any variation or replacement of it;
 - (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (c) The singular includes the plural and vice versa;
 - (d) The word "person" includes a firm, a body corporate, an association or an authority;
 - (e) The word "includes" or "including" also means "including but not restricted to";
 - (f) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
 - (g) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
 - (h) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- 1.3 If the whole or any part of a By-Law is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

- 1.4 The Neighbourhood Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 1.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- 1.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 1.7 Any word or expression used in the Management Statement where the first letter is capitalised is a defined term. If such word or expression is not specifically defined in the Management Plan, it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

Part 2. BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the neighbourhood scheme and as such may only be amended or revoked by a unanimous resolution of the neighbourhood association (see Section 17(2) Community Land Management Act 1989).

By-Law 2 ARCHITECTURAL STANDARDS

- 2.1 The Architectural Standards form part of this Management Statement.
- 2.2 The Architectural Standards apply in respect of the Neighbourhood Parcel.
- 2.3 The Architectural Standards bind:
 - (a) the Neighbourhood Association;
 - (b) each proprietor or occupier of a Neighbourhood Lot;

- (c) each mortgagee in possession of a Neighbourhood Lot;
and
 - (d) each lessee of a Neighbourhood Lot.
- 2.4 In addition to the Functions carried out by the Executive Committee under the Management Act it must act as a review sub-committee for the purposes of considering applications made under this By-Law.
- 2.5 A Proprietor of a Neighbourhood Lot must not make an application to Council or a Building Certifier for approval, or a variation of an existing approval, to undertake New Construction or Building Modification on a Neighbourhood Lot until the proprietor has applied for and received approval from the Executive Committee for the New Construction or Building Modification or any variation of approved New Construction or Building Modification.
- 2.6 The plans and specifications submitted for approval by the review sub-committee must show the nature, kind, shape, height, width, colour, size, materials and location of the Building Modification or New Construction;
- 2.7 When considering plans and specifications for a Building Modification or New Construction the Executive Committee will consider the:
 - (a) suitability of design, colour and materials;
 - (b) quality of design, colour and materials;
 - (c) harmony of external design with existing structures;
 - (d) location in relation to surrounding structures and topography;
 - (e) elevation in relation to existing structures and topography;
and
 - (f) harmony with the existing landscape.
- 2.8 The Executive Committee's approval or disapproval of the Building Modification or New Construction must be made solely on the matters set out in:
 - (a) the By-Laws;
 - (b) the Architectural Standards in force at the time of its decision; and
 - (c) the Rules in force at the time of its decision
- 2.9 The Executive Committee in order to make a decision on the Building Modification or New Construction may request:

- (a) additional plans and specifications to be submitted to it;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications, if the changes are required by an authority or the Council; and
 - (d) any other relevant information, facts or materials.
- 2.10 The Executive Committee may impose conditions on its approval of the Building Modification or New Construction.
- 2.11 The Executive Committee must make a decision and deliver to the applicant its written decision within 40 days after it has received all information required by it.
- 2.12 The Executive Committee when performing its Functions as a review sub-committee must ensure minutes of its meeting and records of its decisions are properly kept and retained with the records (and for the required period) referred to in clause 9 Schedule 1 of the Management act.

By-Law 3 NEIGHBOURHOOD PROPERTY

- 3.1 Subject to these By-Laws:
- 3.1.1 The proprietor or occupier of a Neighbourhood Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of Neighbourhood Property.
 - 3.1.2 The proprietor or occupier of a Neighbourhood Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
 - 3.1.3 The proprietor or occupier of a Neighbourhood Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force for the Neighbourhood Parcel, use for his own purposes any part of Neighbourhood Property.
 - 3.1.4 The proprietor or occupier of a Neighbourhood Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
 - 3.1.5 If a proprietor or occupier of a Neighbourhood Lot causes damage to Neighbourhood Property (including, without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plant or flower) in connection with the

development of that Neighbourhood Lot the proprietor of the Neighbourhood Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.

- 3.1.6 A proprietor or occupier of a Neighbourhood Lot or the Fire Brigade may use any part of the Neighbourhood Property for the purpose of fighting fires.

By-Law 4 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

- 4.1 The proprietor or occupier of a Neighbourhood Lot must not, except with the approval of the Neighbourhood Association:
- 4.1.1 construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
 - 4.1.2 attach any item as a fixture or otherwise to Neighbourhood Property; or
 - 4.1.3 alter Neighbourhood Property.
- 4.2 Any construction, attachment or alteration referred to under By-Law 4.1 whether or not done with the approval of the Neighbourhood Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Neighbourhood Lot of which the proprietor or occupier who carried out the construction, attachment or alteration was proprietor or occupier.

By-Law 5 NO INAPPROPRIATE USE

- 5.1 The proprietor or occupier of a Neighbourhood Lot must not use any thing on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

By-Law 6 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON A NEIGHBOURHOOD LOT

- 6.1 The proprietor or occupier of a Neighbourhood Lot must keep the Neighbourhood Lot clean and tidy and in good repair and condition.
- 6.2 The proprietor or occupier of a Neighbourhood Lot must maintain the landscaping on the Neighbourhood Lot to a reasonable standard or such other reasonable standard as may be set by the Neighbourhood Association from time to time.

- 6.3 The proprietor or occupier of a Neighbourhood Lot must carry out all maintenance and repairs in a proper and workmanlike manner.
- 6.4 The Neighbourhood Association may give a notice to the proprietor or occupier of a Neighbourhood Lot requiring him to comply with the terms of this By-Law.

Part 3. RESTRICTED NEIGHBOURHOOD PROPERTY

(These By-Laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the By-Law to use the restricted neighbourhood property (see Section 54 of the Community Land Management Act 1989).

BY-LAW 7 OFF-SITE DISPERSAL AREA

- 7.1 The Off-Site Dispersal Area shall be solely used for the dispersal of treated effluent from the Off-Site Lots by a dispersal system approved by EPA or Council.
- 7.2 The Off-Site Dispersal Area will be available for dispersal of treated effluent 24 hours a day or such other times permitted by the Executive Committee.
- 7.3 No structure shall remain in or on the Off-Site Dispersal Area except that specifically required and necessary to disperse treated effluent.
- 7.4 The Off-Site Dispersal Area may not be used for any other purpose except with the written approval of the Executive Committee and all proprietors of the Off-Site Lots.
- 7.5 The boundaries of the Off-Site Dispersal Area will be fenced and all access gates shall be kept locked to prevent access by unauthorised persons.
- 7.6 The key for all locked access gates to the Off-Site Dispersal Area will be held by the Secretary or such other person authorised by the Executive Committee.
- 7.7 Only persons authorised by the Executive Committee to carry out maintenance on the Off-Site Dispersal Area or an activity permitted under By-Law 7.4 above shall be permitted to enter the Off-Site Dispersal Area.
- 7.8 The Neighbourhood Association is responsible for:
 - 7.8.1 the control, management, operation, maintenance of the Off-Site Dispersal Area and the control, operation, installation, replacement, maintenance and repair of the Effluent Mains and any facilities for the dispersal of treated effluent on the Off-Site

Dispersal Area to at least the standards specified by the EPA (and in the absence of any such standard, by Council or other appropriate authority);

- 7.8.2 suspending the use of the Off-Site Dispersal Area for the dispersal of treated effluent by the Off-Site Lots for such periods as it may determine for the proper operation of the Off-Site Dispersal Area.

- 7.9 The Neighbourhood Association will levy contributions for Effluent Dispersal Expenses on the proprietors of the Off-Site Lots calculated by the following formula;

$$L = A \times \frac{B}{C}$$

Where:

L = the amount of levy payable by the relevant Off-Site Lot;

A = the total amount to be raised by the Contribution;

B = the Unit Entitlement for the relevant Off-Site Lot;

and

C = is the aggregate of Unit Entitlement of the Off-Site Lots.

- 7.10 The Neighbourhood Association is not responsible for the control, management, operation, maintenance, repair or any expenses in relation to the effluent treatment systems located within each of the Off-Site Lots.

- 7.11 The Neighbourhood Association may delegate its Functions set out in clause 7.8 to any one or more of the proprietors of the Off-Site Lots or persons qualified to undertake such Functions

By-Law 8 **TENNIS COURT**

- 8.1 The Tennis Court is available for use and hire by:

8.1.1 the proprietors and occupiers of Neighbourhood Lots, Authorised Visitors; and

8.1.2 such other persons as determined by the Neighbourhood Association on such terms and conditions as the Neighbourhood Association determines from time to time.

- 8.2 The Tennis Court is to be maintained by the Neighbourhood Association in good order and condition.

- 8.3 The Tennis Court is available for use and hire by such persons as may be permitted by the Neighbourhood Association from time to time.

By-Law 9 OPEN SPACE AREA AND AMENITY BLOCK

- 9.1 The Open Space Area and Amenity Block is available for use by:
- 9.1.1 The proprietors and occupiers of Neighbourhood Lots, Authorised Visitors and such other persons as determined by the Neighbourhood Association from time to time on such terms and conditions as the Neighbourhood Association shall determine from time to time.
- 9.2 The Open Space Area and Amenity Block are to be maintained by the Neighbourhood Association in good order and condition.
- 9.3 The Open Space Area and Amenity Block are available for use and hire by such persons as may be permitted by the Neighbourhood Association from time to time.

By-Law 10 SECURITY KEYS

- 10.1 The Neighbourhood Association may restrict access to the Tennis Court, Open Space Area and Amenity Block and any Neighbourhood Property by means of security leys or other means.
- 10.2 The Neighbourhood Association may make security keys available to:
- 10.2.1 proprietors and occupiers of Neighbourhood Lots and Authorised Visitors;
- 10.2.2 any other persons authorised by it; and
- 10.2.3 such other persons as it may from time to time determine.
- 10.3 A person to whom a security key is made available must:
- 10.3.1 not duplicate or copy the security key;
- 10.3.2 Immediately notify the Neighbourhood Association if the security key is lost or misplaced;
- 10.3.3 When requested by the Neighbourhood Association, immediately return the security key to the Neighbourhood Association; and
- 10.3.4 Take all reasonable steps to safeguard the security key against loss, damage or theft.

Part 4. MANDATORY MATTERS

By-Law 11 **NEIGHBOURHOOD PROPERTY**

11.1 The Neighbourhood Property comprises:

- 11.1.1 The Open Access Way;
- 11.1.2 The Open Pathway;
- 11.1.3 The Open Space Area;
- 11.1.4 The Tennis Court Area;
- 11.1.5 The Off-Site Dispersal Area;
- 11.1.6 The Amenity Block; and
- 11.1.7 The Reserve Water Ponds.

By-Law 12 **OPEN ACCESS WAY**

- 12.1 Access to the Neighbourhood Parcel is by way of Open Access Way.
- 12.2 The Open Accessway is available for use by the Proprietors and occupiers of Neighbourhood Lots, Authorised Visitors and members of the public.
- 12.3 The Neighbourhood Association is responsible for the control, management, operation and maintenance of the Open Access Way.
- 12.4 The proprietor or occupier of a Neighbourhood Lot and Authorised Visitors must not drive (or permit to be driven) any motor vehicle on the Open Access Way or any other part of the Neighbourhood Parcel:
 - 12.4.1 at a speed in excess of 50 kph;
 - 12.4.2 which is not registered for use on public roads in accordance with the laws of any State or Territory of Australia;
 - 12.4.3 which:
 - (a) is too large, too heavy or otherwise inappropriate for the Open Access Way;
 - (b) is excessively noisy or which emits an excessive level of exhaust.
- 12.5 To the extent that this By-Law does not govern road rules in the Neighbourhood Scheme the provisions of the Road Transport (Safety and Management) Act 1997 (NSW) and its regulations apply to the

Open Access Way in addition to the provisions of Section 116 of the Management Act.

By-Law 13 OPEN PATHWAY

- 13.1 The Open Pathway is available for use by the proprietor and occupiers of Neighbourhood Lots, Authorised Visitors and members of the public.
- 13.2 The Neighbourhood Association is responsible for the control, management, operation and maintenance of the Open Pathway.
- 13.3 The Proprietor or Occupier of a Neighbourhood Lot, Authorised Visitors and members of the public must not drive (or permit to be driven) any motor vehicle on the Open Pathway unless authorised by the Executive Committee however emergency vehicles or fire fighting vehicles do not require authorisation.

By-Law 14 OPEN SPACE AREA

- 14.1 The Open Space Area is available for use by the proprietors and occupiers of Neighbourhood Lots and Authorised Visitors.
- 14.2 The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Open Space Area.

By-Law 15 TENNIS COURT AREA

- 15.1 The Tennis Court Area is available for use by the proprietors and occupiers of Neighbourhood Lots and Authorised Visitors.
- 15.2 The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Tennis Court Area.

By-Law 16 AMENITY BLOCK

- 16.1 The Amenity Block is available for use by the proprietors and occupiers of Neighbourhood Lots and Authorised Visitors.
- 16.2 The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Amenity Block.

By-Law 17 RESERVE WATER PONDS

- 17.1 The Reserve Water Ponds are available for use by the proprietors and occupiers of Neighbourhood Lots, Authorised Visitors and Fire Brigades for fighting fires on or threatening the Neighbourhood Parcel and for such purposes will have unrestricted access to take as much water as may be required.
- 17.2 The Neighbourhood Association is responsible for the control, management, operation, use, maintenance and repair of the Reserve Water Ponds.

By-Law 18 RIGHT OF CARRIAGEWAY

- 18.1 The Right of Carriageways are only available for use by the proprietors and occupiers of Neighbourhood Lots having the benefit of the Right of Carriageway and their Authorised Visitors.
- 18.2 The proprietors and occupiers of Neighbourhood Lots having the benefit of the Right of Carriageways are responsible for the control, maintenance and repair of the Right of Carriageway.
- 18.3 The proprietor or occupier of Neighbourhood Lot 15 and part Neighbourhood Lot 16 must not construct a fence or gate across the Right of Carriageway but may construct a cattle ramp on the common boundary of the Right of Carriageway with the Open Access Way and Riverbend Road to prevent Livestock escaping the Neighbourhood Lot.

By-Law 19 TEMPORARY RIGHT OF CARRIAGEWAY

- 19.1 The Temporary Right of Carriageways are only available for use by the proprietors and occupiers of Neighbourhood Lots having the benefit of the Right of Carriageway and their Authorised Visitors.
- 19.2 The proprietor or occupier of Neighbourhood Lot burdened may only construct a fence or gate on the Temporary Right of Carriageway with the consent of the Neighbourhood Association but no consent is required to construct a ramp preventing Livestock escaping the Neighbourhood Lot burdened.
- 19.3 The proprietors and occupiers of Neighbourhood Lots having the benefit of a Temporary Right of Carriageway are responsible for the maintenance and repair of the Temporary Right of Carriageway on the Neighbourhood Lot burdened.
- 19.4 The Temporary Right of Carriageway may be extinguished after an Open Access Way has been constructed on the Neighbourhood Property in substitution for the Temporary Right of Carriageway serving all Neighbourhood Lots having the benefit of the Temporary Right of Carriageway either by:

- 19.4.1 The Neighbourhood Association doing all things necessary including execution of documents to extinguish the Temporary Right of Carriageway; or
- 19.4.2 the proprietors and occupiers of Neighbourhood Lots having the benefit of a Temporary Right of Carriageway, and the proprietors and occupiers of Neighbourhood Lots having the burden of a Temporary Right of Carriageway doing all things necessary including execution of documents within 21 days of receipt of a request from the Neighbourhood Association to extinguish the Temporary Right of Carriageway.

**By-Law 20 MANAGING OPERATING AND MAINTAINING
NEIGHBOURHOOD PROPERTY**

- 20.1 The Neighbourhood Association may contract with persons to provide management, operational, maintenance and other services in connection with Neighbourhood Property.
- 20.2 Without limiting By-Law 20.1, the Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of any Revegetation Area on the Neighbourhood Property, including the maintenance and repair of any Revegetation Fencing and any Revegetation Area to ensure that the ongoing integrity of the Revegetation Area is maintained in accordance with the Vegetation Management Plan of Rupert G H Milne of the 26 November 2012.

By-Law 21 INTERNAL FENCING

- 21.1 Subject to the terms of this By-Law, the Dividing Fences Act 1991 applies as between the following parts of the Neighbourhood Parcel and the respective proprietor or occupier of those parts:
 - 21.1.1 Neighbourhood Property and a Neighbourhood Lot; and
 - 21.1.2 a Neighbourhood Lot and another Neighbourhood Lot.
- 21.2 Despite By-Law 21.1, the proprietor or occupier of a Neighbourhood Lot may construct a fence only if:
 - 21.2.1 the proposed fence complies with the Architectural Standards;
 - 21.2.2 the Executive Committee has approved the construction of the fence; and
 - 21.2.3 any fencing dividing a Neighbourhood Lot and Neighbourhood Property or any fencing otherwise erected on a Neighbourhood Lot by a proprietor or occupier of a Neighbourhood Lot is erected without cost to the Neighbourhood Association.

- 21.3 The Neighbourhood Association may, without seeking a contribution under the Dividing Fences Act 1991 from proprietors of adjacent Neighbourhood Lots, erect and maintain all boundary and internal fencing required for the management or operation of Neighbourhood Property

By-Law 22 GARBAGE

- 22.1 The Neighbourhood Association is responsible for the control, management and operation of garbage collection from the Neighbourhood Parcel.
- 22.2 The Neighbourhood Association will appoint a garbage contractor to collect and dispose of garbage from each Neighbourhood Lot. The proprietor or occupier of a Neighbourhood Lot will pay all garbage collection fees rendered for the collection of garbage from that Neighbourhood Lot within 7 days of receiving an invoice from the Neighbourhood Association.
- 22.3 The proprietor or occupier of a Neighbourhood Lot will, within seven days of receiving a request reimburse the Neighbourhood Association for any garbage collection fees incurred by the Neighbourhood Association for the collection of garbage from that Neighbourhood Lot.
- 22.4 No garbage shall be disposed of or stored on Neighbourhood Property except with the prior written approval of the Neighbourhood Association.

By-Law 23 SERVICES

- 23.1 The Management Statement includes a Service Works Plan creating a statutory easement pursuant to Section 36 of the Development Act over those parts of Neighbourhood Parcel designated in the Service Works Plan for Services through Service Lines.
- 23.2 The Neighbourhood Association is responsible for and must maintain and repair Service Lines.
- 23.3 Subject to the Development Act, if a Service is provided after registration of this Management Statement and the Service Works Plan then the Neighbourhood Association must submit a further service works plan to the proprietor of a Neighbourhood Lot affected by the amendment to enable that proprietor to:
- 23.3.1 endorse their consent to the amendment if such consent is required; and
- 23.3.2 make available all necessary documents including the certificate of title for the Neighbourhood Lot to facilitate registration of the amendment.

- 23.4 Subject to the Development Act, the Neighbourhood Association must ensure that any further service works plan is registered.
- 23.5 The Neighbourhood Association must ensure that each Neighbourhood Lot is separately metered for water consumption.
- 23.6 The Neighbourhood Association must levy its members for contributions toward payment of water charges in accordance with each proprietor's usage as determined by the meters referred to in By-Law 23.5 or if such meters are not installed then by the following formula:

$$L = A \times \frac{B}{C}$$

Where:

L = the amount of levy payable by a Neighbourhood Lot;

A = the total amount to be raised by the Contribution;

B = the Unit Entitlement of the relevant Neighbourhood Lot;

and

C = the aggregate Unit Entitlement of the Neighbourhood Parcel.

By-Law 24 INSURANCE OF THE NEIGHBOURHOOD PROPERTY

- 24.1 The Neighbourhood Association shall effect and maintain all insurances required by the Management Act.
- 24.2 The Neighbourhood Association must review, on an annual basis:
- 24.2.1 all insurances effected by it; and
 - 24.2.2 the need for new or additional insurances.
- 24.3 Notice of an Annual General Meeting must:
- 24.3.1 include a form of motion to decide whether insurances effected by the Neighbourhood Association should be confirmed, varied or extended; and
 - 24.3.2 for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Neighbourhood Property made by a qualified valuer.
- 24.4 The Neighbourhood Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Neighbourhood Property.

By-Law 25 EXECUTIVE COMMITTEE PROCEDURES

Constitution

- 25.1 The Executive Committee shall be established as provided in the Management Act.

Meeting

- 25.2 Subject to By-Law 25.8 and 25.9 and the provisions of the Management Act the Executive Committee may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Place of Meeting

- 25.3 The Executive Committee shall be entitled to use any site approved by the Neighbourhood Association for the purpose of its meetings.

Notice Board

- 25.4 The Executive Committee shall fix a notice board to an outside wall of the Amenity Block or at any other site within the Neighbourhood Property as it determines.

Notice of Meetings

- 25.5 The secretary or a member of the Executive Committee who convenes a meeting shall not less than 72 hours immediately before the meeting of the executive committee:

- 25.5.1 display and keep displayed on the Notice Board until the meeting of the Executive Meeting is completed:

- (a) a notice of the meeting specifying the time, date and place of the proposed meeting; and
- (b) the proposed agenda for the meeting.

- 25.5.2 Deliver a copy of the notice of the meeting and the proposed agenda for the meeting to each proprietor by email or if the proprietor does not have email then by hand, post, fax or by any other method approved by the Executive Committee.

Agenda

- 25.6 The agenda for the meeting shall include details of all business to be dealt with at the meeting.
- 25.7 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Meeting at Request of Members

- 25.8 The Secretary or in their absence, any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 25.9 Where:

- 25.9.1 By-Law 25.5 has been complied with in relation to a meeting;
- 25.9.2 each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- 25.9.3 the resolution has been approved in writing by all members of the Executive Committee;

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

- 25.10 A proprietor of a Neighbourhood Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

Minutes of Meetings

- 25.11 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

- 25.12 The Executive Committee must, within 7 days after holding a meeting, deliver a copy of the minutes of that meeting to each proprietor of a Neighbourhood Lot by email or if the proprietor does not have email by hand, post, or facsimile or by any other method approved by the Executive Committee.

Treasurer

- 25.13 The functions of the treasurer include:-

- 25.13.1 the Functions set out in the Management Act;
- 25.13.2 maintaining and keeping up-to-date books of account and other financial records of the Neighbourhood Association as required by the Management Act and the Executive Committee;

- 25.13.3 preparing accounts and financial reports for the Neighbourhood Association as required by the Management Act and the Executive Committee;
- 25.13.4 expending and receiving and supervising the expenditure and receipt of monies of the Neighbourhood Association;
- 25.13.5 notifying proprietors of Neighbourhood Lots of any contributions levied under the Management Act;
- 25.13.6 receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- 25.13.7 preparing any certificate applied for under Clause 2 of Schedule 4 to the Management Act;
- 25.13.8 notifying proprietors of Neighbourhood Lots of any contribution levied under the Management Statement and collecting such contribution;
- 25.13.9 performing such other Functions as the Executive Committee may determine subject to the provisions of the Management Act from time to time.

Secretary

25.14 The Functions of the Secretary include:-

- 25.14.1 preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;
- 25.14.2 giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
- 25.14.3 maintaining the Neighbourhood Association roll;
- 25.14.4 supplying certificates in accordance with clause 2 of Schedule 4 to the Management Act;
- 25.14.5 answering communications addressed to the Neighbourhood Association or the Executive Committee;
- 25.14.6 convening meetings of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
- 25.14.7 performing administrative or secretarial functions on behalf of the Neighbourhood Association;
- 25.14.8 performing administrative or secretarial functions on behalf of the Executive Committee;

- 25.14.9 keeping records under Part 3 of Schedule 1 to the Management Act, and
- 25.14.10 performing such other Functions as the Executive Committee may determine subject to the provisions of the Management Act.

Remuneration

- 25.15 Members of the Executive Committee are not entitled to any remuneration for the performance of their Functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their Functions.

Protection of Executive Committee members from Liability

- 25.16 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

Sub Committees

- 25.17 The executive committee may from time to time appoint sub-committees comprising one or more of its members to:
 - 25.17.1 conduct investigations;
 - 25.17.2 perform Functions on behalf of the Executive Committee; and
 - 25.17.3 report the findings of the sub-committee to the executive committee

Part 5. OPTIONAL MATTERS

By-Law 26 STORAGE OF FLAMMABLE LIQUIDS

- 26.1 The proprietor or occupier of a Neighbourhood Lot must not, except with the approval of the Neighbourhood Association, use or store on the Neighbourhood Lot or any other part of the Neighbourhood Parcel any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for the lawful activities carried out on the Neighbourhood Lot and then only:
 - 26.1.1 in such quantities as are reasonably necessary for those activities; and
 - 26.1.2 in a safe and secure manner and in accordance with the requirements of any relevant authority.

By-Law 27 TREATMENT OF EFFLUENT

- 27.1 A proprietor or occupier of an On-site Lot must not occupy an On-site Lot unless the proprietor or occupier;
- 27.1.1 installs, operates and maintains an effluent treatment system connected to a dispersal system for the treatment and dispersal of effluent wholly within the boundaries of the On-site Lot subject to the continual approval of EPA or Council; and
 - 27.1.2 connects all things on the On-site Lot that may produce effluent to the effluent treatment system.
- 27.2 A proprietor or occupier of an Off-Site Lot must not occupy an Off-Site Lot unless the proprietor or occupier
- 27.2.1 installs, operates and maintains wholly within the boundaries of the Off-Site Lot an effluent treatment system subject to the continual approval of EPA or Council; and
 - 27.2.2 connects all things on the Off-Site Lot that may produce effluent to the effluent treatment system; and
 - 27.2.3 connects the effluent treatment system to the Effluent Mains and transports all treated effluent produced by the effluent treatment system through the Effluent Mains for dispersal onto the Off-Site Dispersal Area.
- 27.3 The Neighbourhood Association will not construct or operate on Neighbourhood Property any thing that produces raw effluent unless the Neighbourhood Association;
- 27.3.1 installs, operates and maintains an effluent treatment system connected to a dispersal system for the treatment and dispersal of effluent wholly within the boundaries of the Neighbourhood Property subject to the continual approval of EPA or Council; and
 - 27.3.2 connects all things on the Neighbourhood Property that may produce effluent to the effluent treatment system.

By-Law 28 DAMS

- 28.1 A proprietor or occupier of a Neighbourhood Lot must not construct a dam on a Neighbourhood Lot except with the approval of the Executive Committee.
- 28.2 A proprietor or occupier of a Neighbourhood Lot must not alter or damage the water levels, banks or size of any existing dam or water course on a Neighbourhood Lot except with the approval of the Executive Committee.

By-Law 29 HANGING OF WASHING

- 29.1 A proprietor or occupier of a Neighbourhood Lot may only install, operate and maintain a clothes line if it is installed behind the building line on the Neighbourhood Lot and screened or located so that it is unobtrusive from an Open Access Way.

By-Law 30 FIRE TRAILS

- 30.1 The proprietor or occupier of a Neighbourhood Lot must keep all Fire Trails on the Neighbourhood Lot in a clean, tidy and trafficable condition.
- 30.2 The proprietor or occupier of a Neighbourhood Lot must not:
- 30.2.1 construct any improvement on a Fire Access Way,
 - 30.2.2 place any obstruction on a Fire Access Way; or
 - 30.2.3 lock any gate on the Fire Access Way.
- 30.3 The proprietor or occupier of a Neighbourhood Lot may erect a boundary fence across a Fire Access Way on the Neighbourhood Lot only if it includes a steel mesh gate of at least 3.5 metres wide permitting direct access to or across the Fire Access Way.

By-Law 31 WEAPONS AND HUNTING

- 31.1 A proprietor, occupier or Authorised Visitor must not use any weapons or hunt any Animals within the Neighbourhood Parcel unless authorised by the Executive Committee.

By-Law 32 ANIMALS

- 32.1 Subject to By-Law 32.10 the proprietor or occupier of a Neighbourhood Lot may keep any Domestic Animal without further approval of the Neighbourhood Association provided:
- 32.1.1 no more than two of any type of Domestic Animal is kept on any Neighbourhood Lot;
 - 32.1.2 they are housed in a reasonable and adequately enclosed yard or kennel;
 - 32.1.3 they are kept on a leash at all times when not on the Neighbourhood Lot; and
 - 32.1.4 they are micro-chipped and registered with Council.

- 32.2 The proprietor or occupier of a Neighbourhood Lot shall not keep any other Animal on the Neighbourhood Lot except in accordance with the Rules or with the approval of the Executive Committee.
- 32.3 In determining whether to grant its approval pursuant to By-Law 32.2 the Executive Committee may take into consideration the type and size of the Animal proposed, whether the relevant proprietor or occupier has obtained approval to the keeping of any other Animal and any other matter which the Executive Committee considers relevant.
- 32.4 Where the Executive Committee has adopted a policy of not permitting the keeping of certain types, sizes or numbers of Animals, the Executive Committee may withhold its approval to the keeping of those Animals.
- 32.5 Where a proprietor or occupier of a Neighbourhood Lot or any Authorised Person brings or keeps an Animal onto the Neighbourhood Lot or any other part of the Neighbourhood Parcel the proprietor or occupier is:
- 32.5.1 liable to the proprietors and occupiers of other Neighbourhood Lots and all other Authorised Persons lawfully on the Neighbourhood Parcel for any:
 - (a) noise, odour or pollution which is unreasonable and disturbing to others; and
 - (b) for damage to or loss of property or injury to any person; caused by the Animal; and
 - 32.5.2 responsible for cleaning up after the Animal has used any part of another Neighbourhood Lot or any part of the Neighbourhood Parcel.
- 32.6 Subject to By-Law 32.10 the Executive Committee may remove and impound any dog found unleashed more than twice when not on its owner's Neighbourhood Lot or otherwise regularly causing a disturbance within the Neighbourhood Parcel.
- 32.7 No proprietor shall take back or allow anyone on their behalf to take back to the Neighbourhood Parcel any dog removed from the Neighbourhood Parcel by the Executive Committee.
- 32.8 The liability and responsibility imposed on proprietors and occupiers of Neighbourhood Lots by By-Law 32.5 exist notwithstanding that proprietor or occupier has obtained the approval of the Neighbourhood Association to keep an Animal on a Neighbourhood Lot.

32.9 The Neighbourhood Association reserves to itself the right to order the removal of an Animal from the Neighbourhood Parcel if:

32.9.1 any Animal kept or allowed on a Neighbourhood Lot becomes offensive, vicious or audibly or visually a nuisance; or

32.9.2 any Animal is kept in breach of any conditions of approval imposed by the Neighbourhood Association under By-Law 32.1 and 32.2

32.10 By-Laws 32.1 to 32.4 inclusive shall not:

32.10.1 affect the keeping on a Neighbourhood Lot of an Animal that is used as an Assistance Animal by a person with a Disability who is a proprietor or occupier of a Neighbourhood Lot or an Authorised Person; or

32.10.2 affect the use on a Neighbourhood Lot, or on the Neighbourhood Parcel of an Assistance Animal by a person with a Disability.

By-Law 33 RUBBISH AND WASTE MATERIAL

33.1 The proprietor or occupier of a Neighbourhood Lot must use a garbage bin of the type and size approved by Council or the Neighbourhood Association.

33.2 The proprietor or occupier of a Neighbourhood Lot must keep all garbage bins on the Neighbourhood Lot secure, hidden from view from an Open Access Way and ensure they do not emit odours.

33.3 The proprietor or occupier of a Neighbourhood Lot must not store any used bottles, boxes, containers, waste, rubbish, junk or vehicle bodies on a Neighbourhood Lot if they may be viewed from outside the Neighbourhood Lot.

33.4 The proprietor or occupier of a Neighbourhood Lot must not store or permit the accumulation of any rubbish, waste material or junk that is or may become a fire hazard.

By-Law 34 RESTRICTIONS ON PARKING

34.1 No parking of any vehicles, caravans, boats or trailers on the Neighbourhood Property is permitted except in accordance with the Rules.

34.2 A proprietor or occupier of a Neighbourhood Lot must not park any vehicle, caravan, boat or trailer on a Neighbourhood Lot except in accordance with the Rules.

By-Law 35 RESTRICTIONS ON USE OF A NEIGHBOURHOOD LOT

- 35.1 A proprietor or occupier of a Neighbourhood Lot must not use any Neighbourhood Lot as a fuel depot.
- 35.2 A proprietor or occupier of a Neighbourhood Lot shall not permit any person to live in a caravan, temporary dwelling or partly constructed building on a Neighbourhood Lot.
- 35.3 A proprietor or occupier of a Neighbourhood Lot shall not permit the construction of a main building on a Neighbourhood Lot unless it is connected to the electricity supply by underground cables except with the approval of the Executive Committee.
- 35.4 A proprietor or occupier of a Neighbourhood Lot shall not permit any transportable building, shipping container or other storage facility to remain free standing on a Neighbourhood Lot.
- 35.5 A proprietor or occupier of a Neighbourhood Lot shall not use a Neighbourhood Lot for any commercial purpose, trade or business including, animal boarding or breeding, educational institution, general store, nursery, offensive or hazardous industries other than a home business as defined by the Hastings Local Environmental Plan 2001 provided any car parking associated with a home business is wholly provided within that Neighbourhood Lot.

By-Law 36 REVEGETATION AREA

- 36.1 The proprietor or occupier of a Neighbourhood Lot which includes, or is adjacent to, a Revegetation Area must not:
- (a) damage or interfere with any Revegetation Fencing on the Neighbourhood Lot and if any Revegetation Fencing is damaged to immediately repair and restore the Revegetation Fencing;
 - (b) permit Livestock on the Neighbourhood Lot entering or remaining upon a Revegetation Area;
 - (c) permit Livestock on the Neighbourhood Lot damaging the 'native to the area' vegetation within any Revegetation Area; and
 - (d) do anything likely to damage or destroy the 'native to the area' vegetation within the Revegetation Area.
- 36.2 The proprietor or occupier of a Neighbourhood Lot which includes, or is adjacent to, a Revegetation Area will upon receipt of reasonable notice give the Neighbourhood Association free and unlimited access to any Revegetation Area on the Neighbourhood Lot to maintain the Revegetation Areas and Revegetation Fencing.

By-Law 37 FURTHER SUBDIVISION

- 37.1 A proprietor of Neighbourhood Lots 7, 8, 9 and 16 (and any residue created by the subdivision of those Neighbourhood Lots) may subdivide those Neighbourhood Lots in accordance with the Development Contract without the consent of the Executive Committee or the proprietors or occupiers of any other Neighbourhood Lot.
- 37.2 Subject to By-Law 37.1 a proprietor or occupier of a Neighbourhood Lot shall not subdivide a Neighbourhood Lot except with the approval of the Executive Committee.

By-Law 38 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

- 38.1 The Neighbourhood Association may contract with persons to:
- 38.1.1 provide management, operational maintenance and other services in connection with Association Property or Common Property; and
- 38.1.2 provide services or amenities to Association Property, Common Property or the proprietors and occupiers of the Neighbourhood Lots.

By-Law 39 PRIVATE SERVICES

- 39.1 The Neighbourhood Association may:
- 39.1.1 provide Private Services to a Neighbourhood Lot or the proprietor or occupier of a Neighbourhood Lot;
- 39.1.2 arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- 39.1.3 contract with persons to monitor or provide, in part or in whole, Private Services.
- 39.2 The Service Lines for any Private Service are owned by the Neighbourhood Association.
- 39.3 The proprietor or occupier of a Neighbourhood Lot must not:
- 39.3.1 carry out any works which interfere with Private Services except with the approval of the Neighbourhood Association; or
- 39.3.2 obstruct access to, overload or damage Private Services.
- 39.4 If a proprietor or occupier of a Neighbourhood Lot becomes aware of damage to or the defective operation of Private Services they must

immediately give notice to the Executive Committee of that damage or defective operation.

- 39.5 The proprietor or occupier of a Neighbourhood Lot must pay on time any levies, charges or rates in respect of any Private Service and if a proprietor or occupier fails to pay such amount then the Neighbourhood Association may pay it on behalf of such proprietor or occupier and recover the amount from the proprietor as if it were a contribution levied by the Neighbourhood Association under the Management Act.

By-Law 40 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

- 40.1 Subject to Section 60 of the Management Act, the Neighbourhood Association and persons authorised by it may enter a Neighbourhood Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services.
- 40.2 The Neighbourhood Association must give the proprietor or occupier of a Neighbourhood Lot reasonable notice of entry.
- 40.3 If an emergency exists the Neighbourhood Association and persons authorised by it may enter a Neighbourhood Lot at any time without notice.

By-Law 41 POLLUTION OF WATERWAYS

- 41.1 A proprietor or occupier of a Neighbourhood Lot must not do or permit anything to be done which pollutes the waterways or Reserve Water Ponds on or around the Neighbourhood Parcel
- 41.2 Without limiting the liability of a proprietor or occupier who breaches this By-Law, the Neighbourhood Association may remedy any breach of the By-Law if, after a period of reasonable notice, the proprietor or occupier who breached the By-Law has not rectified that breach to the reasonable satisfaction of the Neighbourhood Association. The provisions of By-Law 44 apply to any remedy of a breach by the Neighbourhood Association.

By-Law 42 CONTROL OF LESSEES AND LICENSEES

- 42.1 A proprietor whose Neighbourhood Lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to him under the lease or licence agreement to ensure that the lessee or licensee of the Neighbourhood Lot and any person on the Neighbourhood Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

By-Law 43 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 43.1 A proprietor or occupier of a Neighbourhood Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws and Rules.
- 43.2 If an Authorised Visitor does not comply with the By-Laws or Rules then the proprietor or occupier must withdraw the approval of the person to be on the Neighbourhood Parcel and request that person to leave the Neighbourhood Parcel.
- 43.3 If the By-Laws or Rules prohibit a proprietor or occupier of a Neighbourhood Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

By-Law 44 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO REMEDY

- 44.1 The Neighbourhood Association may do anything on a Neighbourhood Lot which should have been done by the proprietor or occupier of a Neighbourhood Lot under the By-Laws but which has not been done or not done properly.
- 44.2 If the Neighbourhood Association exercises its right under By-Law 44.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Neighbourhood Lot, the Neighbourhood Association and persons authorised by it may enter the Neighbourhood Lot and remain there.
- 44.3 The Neighbourhood Association may enter and remain on the Neighbourhood Lot under By-Law 44.2 only after the date specified in a notice given by it to the proprietor or occupier of the Neighbourhood Lot stating its intention to enter.

By-Law 45 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 45.1 A proprietor or occupier of a Neighbourhood Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 45.2 The costs, charges and expenses under By-Law 45.1 shall include, without limitation, its administration costs and those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern in connection with those events.

By-Law 46 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

- 46.1 The Neighbourhood Association may recover any money owing to it under the By-Laws such as levies, costs, charges and expenses as a debt.

By-Law 47 INTEREST ON OVERDUE MONEY

- 47.1 A proprietor or occupier of a Neighbourhood Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 47.2 During the period that an amount under By-Law 47.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$10,000.
- 47.3 Interest which is not paid when due for payment may be capitalised by the Neighbourhood Association at monthly intervals and is payable on capitalised interest at the rate and in the manner specified to in By-Law 47.2.
- 47.4 Nothing in this By-Law 47 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

By-Law 48 RULES

- 48.1 The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel including, without limitation the control, management, operation and use of the:
- 48.1.1 Open Access Way;
 - 48.1.2 Open Pathway;
 - 48.1.3 Right of Carriage Way;
 - 48.1.4 Temporary Right of Carriageway;
 - 48.1.5 Fire Trails;
 - 48.1.6 Off-Site Dispersal Area;

- 48.1.7 Effluent Mains;
 - 48.1.8 Amenity Block;
 - 48.1.9 Tennis Court Area;
 - 48.1.10 Reserve Water Ponds; and
 - 48.1.11 Open Space Area; and
 - 48.1.12 The storage, disposal and collection of garbage.
- 48.2 The Neighbourhood Association may at any time add to or alter the Rules.
- 48.3 The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 48.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Neighbourhood Lot and each Neighbourhood Association.
- 48.5 The Executive Committee shall display and keep displayed the Rules on the Notice Board.

By-Law 49 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

- 49.1 A proprietor or occupier of a Neighbourhood Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Neighbourhood Lot and the use or occupation of the Neighbourhood Lot.

By-Law 50 NOTICES TO BE OBSERVED

- 50.1 A proprietor or occupier of a Neighbourhood Lot must comply with the terms of any notice displayed on the Notice Board, or on Neighbourhood Property by the Neighbourhood Association, Service Provider or other relevant authority.

By-Law 51 INSTRUCTING CONTRACTORS

- 51.1 A proprietor or occupier of a Neighbourhood Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorised to do so by the Neighbourhood Association.

By-Law 52 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

- 52.1 Complaints, notices or applications to or requests for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent of the Neighbourhood Association or the Secretary if no managing agent is appointed.

By-Law 53 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

- 53.1 An approval, notice or authorisation by the Neighbourhood Association or Executive Committee under the By-Laws must be in writing.

By-Law 54 APPROVALS BY NEIGHBOURHOOD ASSOCIATION AND EXECUTIVE COMMITTEE

- 54.1 The Neighbourhood Association and the Executive Committee may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

By-Law 55 NO INTERFERENCE

- 55.1 A proprietor or occupier of a Neighbourhood Lot shall not:
- 55.1.1 do anything or permit anything to be done on or in relation to that Neighbourhood Lot so that –
- (a) any support or shelter provided by that Neighbourhood Lot for another Neighbourhood Lot or Neighbourhood Property or any part of it is interfered with; or
 - (b) Service Lines, garbage services or Services are interfered with; or
- 55.1.2 use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Neighbourhood Lot or Authorised Visitor.

Part 6. BY-LAWS REQUIRED BY PUBLIC AUTHORITY

By-Law 56 RESTRICTION ON AMENDMENTS

- 56.1 The Management Statement must not be amended where amendments would be in breach of any conditions of the Project Approval issued under Section 75 J of the Environmental Planning

and Assessment Act 1979 by the Deputy Director-General of New South Wales Department of Planning on 22 December 2010 and the Concept Approval pursuant to Section 75O of the Environmental Planning and Assessment Act 1979 issued by the Minister for Planning by his delegate Deputy Director-General of New South Wales Department of Planning on 22 December 2010, unless written approval from Council is obtained.

- 56.2 This By-Law may not be amended or revoked without the consent of Council.

Execution by the original proprietor

Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Project Approval No and
- (b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date:

Execution of consent authority

Part 7. PLANS

SERVICE WORKS PLAN



NEIGHBOURHOOD MANAGEMENT STATEMENT

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ACCESS WAY PLAN



NEIGHBOURHOOD MANAGEMENT STATEMENT

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Part 8. RIVER PARK ESTATE DEVELOPMENT STANDARDS

RIVER PARK ESTATE DEVELOPMENT STANDARDS

SITE AND ARCHITECTURE STANDARDS

1 DEVELOPMENT THEME

- 1.1 River Park Estate is cleared and undulating rural land on the banks of the Hastings River and has a distinctive rural character.
- 1.2 The aim of these Standards is to protect the quality and character of River Park Estate by ensuring that any future development is compatible with a rural character and that all development is maintained to a quality standard.
- 1.3 Future additional development may take place on any part of the Neighbourhood Parcel. The driving principle in determining what constitutes appropriate future development on a Neighbourhood Lot is the degree of compatibility that the proposed future development has with the development currently on that Neighbourhood Lot or adjacent Neighbourhood Lots.
- 1.4 Mixing of substantially different architectural characters between Neighbourhood Lots is undesirable.
- 1.5 The architectural character of future development on a Neighbourhood Lot should:
 - 1.5.1 be appropriate in a rural environment;
 - 1.5.2 maintain the rural character of River Park Estate; and
 - 1.5.3 be appropriate development and management of the Neighbourhood Lots.

2 DEVELOPMENT STANDARDS

- 2.1 Future development on all of the Neighbourhood Lots will reflect these Standards in their Site and Architectural treatment.
- 2.2 Note although these Standards are part of the Management Statement all existing development is exempt from these requirements. All future development will fully comply with all of the Standards.

3 SITE STANDARDS

- 3.1 The aim of the Site Standards is to control the overall appearance of River Park Estate by ensuring that there is consistency between the development of individual Neighbourhood Lots. The Standards relate to common elements such as roads, parking and paths and deal with relationship between Neighbourhood Lots.
- 3.2 Plans for all site works for New Construction or Building Modifications must be submitted to the Executive Committee for approval.
- 3.3 **Site of Buildings**

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- 3.3.1 Buildings shall maintain minimum setback distance from all Neighbourhood Lot boundaries as required by the Building Code of Australia ("BCA").
- 3.3.2 Adjacent buildings on the same Neighbourhood Lot must maintain a fire rating to their external walls equivalent to that required by the BCA.
- 3.3.3 Buildings must not overshadow any part of another building on another Neighbourhood Lot or any part of an area of amenity related to another building on another Neighbourhood Lot, between the hours of 9 am and 3 pm at any time of the year.
- 3.3.4 Buildings on a Neighbourhood Lot must not obstruct the view from a main building on the Neighbourhood Lot or on another Neighbourhood Lot of any significant element of scenic interest on the Neighbourhood Lot, another Neighbourhood Lot or in the distance.

3.4 Orientation

- (a) Buildings should minimise west facing unprotected glazing.
- (b) Areas within or around buildings designed to receive sun should preferably be located on the north side and be able to be protected from summer sun and admit winter sun.

3.5 Excavation or Fill

- 3.5.1 No earth, stone or gravel shall be removed or excavated from a Neighbourhood Lot except where such removal or excavation is necessary for the erection of a building or structure for the safety of the occupants or the prospective occupants and only with the approval of the Executive Committee.
- 3.5.2 No excavation or fill which alters the present topography of a Neighbourhood Lot by greater than one metre shall be permitted unless it is secured by a retaining wall and completed prior to habitation of any dwelling on the Neighbourhood Lot.
- 3.5.3 No fill shall be permitted below the one in twenty year flood level except with the consent of the Executive Committee.

3.6 Roads

- 3.6.1 No Neighbourhood Lot with a frontage to Sancrox Road is permitted direct vehicle access to Sancrox Road.
- 3.6.2 A Neighbourhood Lot with a frontage to Riverbend Road, Ferry Street or Wharf Street may construct a secondary direct vehicle access to Riverbend Road Ferry Street or Wharf Street with the consent of the Executive Committee.
- 3.6.3 The main vehicle access to each Neighbourhood Lot must be from an Open Access Way.

3.7 Pedestrian Paths

- 3.7.1 Pedestrian Paths are to be located within the Private Pathways.
- 3.7.2 Informal pedestrian paths that appear to develop as "desire lines" in the landscape will be discouraged by either passively redirecting pedestrian

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traffic back onto a Private Pathway or by creating additional formal paths to remove the problem.

3.7.3 Private Pathways will be wide enough to permit two people to comfortably walk abreast.

3.7.4 Paths will be made of such material as approved by the Executive Committee.

3.8 Signage

3.8.1 Signage are free standing elements or attached to buildings or supporting structures. It is recognised that signs are required to direct and inform the public and signal the features of River Park Estate. The aim is to limit the necessity and dependence on signs.

3.8.2 The form of the signage is discretionary and subject to the approval of the Executive Committee, but may take the form of a sign "tree", or suspended by chain links from a timber frame. No "sandwich board" type signs are permitted.

3.8.3 Signs are to be of professional "signwritten" quality with standard script characters permitted and no surface is to be applied to the sign.

3.8.4 Internationally recognised signs indicating such things as toilets, handicapped access, parking and prohibited access are permitted.

3.8.5 Traffic signs should be limited and restricted to those that are absolutely necessary for adequate safety. These signs must be standard RTA design and construction.

3.8.6 No advertisement hoarding, sign or any matter of any description shall be erected or displayed or permitted to remain erected or displayed on a Neighbourhood Lot or any part of the Neighbourhood Lot except signs advertising the Neighbourhood Lot "For Sale" or "For Lease", except with the consent of the Executive Committee.

3.9 Fencing and Gates

3.9.1 Tennis court fencing is permitted.

3.9.2 No fence shall be erected between the front building line of the main building on a Neighbourhood Lot and an Open Access Way providing vehicle access to that Neighbourhood Lot.

3.9.3 No fence shall be erected on a boundary or within any lot (including a swimming pool fence) unless the type of fence, materials and colour scheme are first approved in writing by the Executive Committee.

3.9.4 All boundary fences and internal fences of a Neighbourhood Lot:

- (a) must be sympathetic to a rural residential environment;
- (b) must be constructed using wood, concrete or metal posts, aluminium spacers, wooden rails (split or sawn), plain wire or wire mesh, or any combination of these materials;
- (c) cannot be constructed, using Colorbond™ products or any other solid metal sheeting or panels;

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- (d) must have all gates made of wooden, steel, iron or aluminium with mesh in-fills or other material or ornamental application as approved by the Executive Committee; and
 - (e) must be no more than 1.6 metres high (other than a swimming pool fence) unless approved by the Executive Committee.
- 3.9.5 Any ornamental fencing and gates should be styled, detailed and finished in the character of the architecture of the Neighbourhood Lot in which they occur.

4 ARCHITECTURE STANDARDS

- 4.1 The aim of the Architecture Standards is to ensure that any future architectural development of each Neighbourhood Lot is executed in harmony with the character that has already been established on that Neighbourhood Lot. Also, any future development must not only be in character with the architecture already on the Neighbourhood Lot, but it must comfortably relate to the whole of River Park Estate development.
- 4.2 Mixing of architectural character and hybrid architectural character within the same Neighbourhood Lot is not permitted.
- 4.3 Plans for all New Construction or Building Modification must be submitted to the Executive Committee for approval.
- 4.4 **Authority Approvals**
 - 4.4.1 All construction work must comply with all relevant aspects of the BCA and any additional requirements deemed to apply by Council and any other relevant authorities.
 - 4.4.2 Construction approval must be granted by Council or a Building Certifier prior to any building work being undertaken.
 - 4.4.3 Notwithstanding Standard 4.4.2 no construction will be permitted with a construction certificate issued by a Building Certifier if the Neighbourhood Lot does not have available at its boundary a constructed Open Access Way suitable for use by vehicles, and water, electricity and telecommunication services, except with the consent of the Executive Committee.
- 4.5 **Main Buildings**
 - 4.5.1 No more than one main building may be erected or permitted to remain erected on a Neighbourhood Lot.
 - 4.5.2 The main building on each Neighbourhood Lot shall not be used or be permitted to be used other than as a single private dwelling.
 - 4.5.3 No main building shall be erected or be permitted to remain erected on a Neighbourhood Lot with an external floor area of less than 200 square metres.
 - 4.5.4 No main building shall be erected on a Neighbourhood Lot using an "A" Frame Construction.

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- 4.5.5 The roof pitch of the principal roof of the main building on a Neighbourhood Lot must be 30 degrees or greater and the roof pitch of ancillary roofs to verandas including a conservatorium, solarium or lean-to must not be less than 12 degrees.
- 4.5.6 If a garage is an integral part of the main building on a Neighbourhood Lot then it shall not be constructed forward of the front building line of the main building except with the approval of the Executive Committee.

4.6 Outbuildings

- 4.6.1 An outbuilding is a building including a garage that is separate to the main building on a Neighbourhood Lot.
- 4.6.2 No outbuilding shall be erected or permitted to be erected on a Neighbourhood Lot until after construction of the main building on that Neighbourhood Lot has commenced.
- 4.6.3 No more than one outbuilding shall be constructed on a Neighbourhood Lot, except with the approval of the Executive Committee.
- 4.6.4 There is no limit to the size of the floor area of an outbuilding if all or part of the floor area of the outbuilding is no more than 5 metres from an external wall of the main building on that Neighbourhood Lot and the outbuilding is constructed using the same materials and architectural style as the main building on that Neighbourhood Lot.
- 4.6.5 Subject to Standard 4.6.4, no outbuilding that is a garage shall be constructed on a Neighbourhood Lot having an internal floor area of more than:
 - (a) 125 square metres if the Neighbourhood Lot is four hectares or more;
 - (b) 75 square metres if the Neighbourhood Lot is between two hectares but less than four hectares;
 - (c) 50 square metres if the Neighbourhood Lot is less than two hectares.
- 4.6.6 Subject to Standard 4.6.4, no outbuilding that is not a garage shall be constructed on a Neighbourhood Lot having an internal floor area of more than;
 - (a) 125 square metres if the Neighbourhood Lot is four hectares or more;
 - (b) 75 square metres if the Neighbourhood Lot is between two hectares but less than four hectares;
 - (c) 35 square metres if the Neighbourhood Lot is between one hectare but less than two hectares; and
 - (d) 25 square metres if the Neighbourhood Lot is less than one hectare;unless approved by the Executive Committee:
- 4.6.7 Any outbuilding on a Neighbourhood Lot must be constructed:
 - (a) behind the rear building line of the main building on that Neighbourhood Lot; and

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- (b) with a maximum roof height of no greater than 4.5 metres from the natural ground level or such other height approved by the Executive Committee, provided however if all or part of the floor area of the outbuilding is no more than 5 metres from an external wall of the main building on that Neighbourhood Lot and the outbuilding is constructed using the same materials and architectural style as the main building on that Neighbourhood Lot then the height of the roof of the outbuilding cannot be greater than the height of the roof of the main building on that Neighbourhood Lot.

4.7 All Buildings

- 4.7.1 No buildings taller than two storeys are permitted on a Neighbourhood Lot excluding a wholly underground basement.
- 4.7.2 No building previously erected elsewhere either wholly or in part shall be moved or erected upon any Neighbourhood Lot except with the consent of the Executive Committee.
- 4.7.3 No building shall employ pipes, stilts or similar means to raise the floor level of the building above the natural ground level that are visible from the boundary of a Neighbourhood Lot.
- 4.7.4 It is desirable that buildings should be broken down in scale by employing interesting roof shapes, recessed areas, verandas, porches and overhangs to keep the building more in scale with existing buildings.
- 4.7.5 No flat roofs will be permitted for any building on a Neighbourhood Lot.
- 4.7.6 Where possible, verandas should be added to buildings along principal elevations.

4.8 Materials

- 4.8.1 Only new or substantially new materials are permitted without the consent of the Executive Committee.
- 4.8.2 External walls may be rendered or unrendered brick, stone, concrete, glass, timber or cellulose fibre or any combination of these materials provided that cellulose fibre shall not be used except as infill panels in conjunction with any of the other specified materials or as gable ends. The proportion of cellulose fibre in relation to the total external wall area shall not exceed five percent.
- 4.8.3 Timber shall not be used except in conjunction with any of the specified materials and the proportion of timber used in relation to the total external wall area shall not exceed five percent.
- 4.8.4 No roof shall be constructed of any material other than concrete or clay tiles or a Colorbond™ type material or any new material with the approval of the Executive Committee. Roofing materials should be non reflective. No roofs shall be constructed using materials such as Zinalume™ or galvanised iron.
- 4.8.5 Any garage or outbuilding may only be constructed on a Neighbourhood Lot using Colorbond material, or material matching or

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similar to the material on the main building on that Neighbourhood Lot or such other material approved by the Executive Committee.

5 LANDSCAPING STANDARDS

5.1 River Park Estate has no landscaping standards except that:

- (a) No trees shall be planted on a Neighbourhood Lot that materially obstructs or will have the potential to materially obstruct the major view from the main building on another Neighbourhood Lot.
- (b) No trees shall be planted on any Neighbourhood Lot that materially overshadows or will have the potential to materially overshadow the main building on another Neighbourhood Lot.

6 DEFINITIONS

6.1 The definitions set out in the Management Statement apply to the Architecture Standards unless the context suggests otherwise.