

COMMUNITY MANAGEMENT STATEMENT

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COMMUNITY LAND DEVELOPMENT ACT, 1989

COMMUNITY LAND MANAGEMENT ACT, 1989

COMMUNITY ASSOCIATION DP NO

WARNING: THE TERMS OF THIS MANAGEMENT STATEMENT ARE BINDING UPON THE COMMUNITY ASSOCIATION, EACH SUBSIDIARY BODY WITHIN THE COMMUNITY SCHEME AND EACH PERSON WHO IS A PROPRIETOR, LESSEE, OCCUPIER OR MORTGAGEE IN POSSESSION OF A COMMUNITY DEVELOPMENT LOT, PRECINCT DEVELOPMENT LOT, NEIGHBOURHOOD LOT OR STRATA LOT WITHIN THE COMMUNITY SCHEME.

This Management Statement should be read with reference to Part 1.

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 1 of the Management Statement.
- 1.1.2 “Amenity Block” means that part of the Community Property designated as the “Amenity Block” on the Concept 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 Community 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 "Association" means the Community Association or an association of a subsidiary body.
- 1.1.8 "Association Property" in relation to a subsidiary scheme means the lot shown in the plan for that scheme as precinct or neighbourhood property as the case may be.
- 1.1.9 "Authorised Visitor" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot or Association or Strata Corporation.
- 1.1.10 "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.
- 1.1.11 "Building Modification" means any modification, addition or alteration made on or to an existing building or structure on Association Property, Common Property or a Lot and includes any variation of the Building Modification.
- 1.1.12 "By-Law" means a by-law included in the Management Statement.
- 1.1.13 "Common Property" means the common property in a Strata Plan.
- 1.1.14 "Community Association" means the corporation that:
 - (a) is constituted by Section 25 of the Development Act on registration of the Community Plan; and
 - (b) is established as a community association by Section 5 of the Management Act.
- 1.1.15 "Community Development Lot" means a lot in the Community Plan, which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a subsidiary scheme or a lot that has been severed from the Community Scheme.
- 1.1.16 "Community Parcel" means the land the subject of the Community Scheme.
- 1.1.17 "Community Plan" means the community plan registered with this Management Statement.
- 1.1.18 "Community Property" means Lot 1 in the Community Plan.

- 1.1.19 “Community Scheme” means:
- (a) the subdivision of land by the Community Plan;
 - (b) the subdivision of land in the Community Plan by a Neighbourhood Plan;
 - (c) the proposals in any related Development Contract; and
 - (d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Community Association, Community Property, the Neighbourhood Associations and persons having interests in or occupying Lots.
- 1.1.20 “Community Titles Legislation” means the Development Act, the Management Act and cognate legislation.
- 1.1.21 “Concept Plan” means the plan marked “Concept Plan” contained in Part 1 of the Management Statement.
- 1.1.22 “Council” means Port Macquarie Hastings Council, its successors and administrators.
- 1.1.23 “Development Act” means the Community Land Development Act 1989 (New South Wales) and the regulations made under it.
- 1.1.24 “Disability” has the same meaning as in the Disability Discrimination Act 1992 of the Commonwealth.
- 1.1.25 “Domestic Animals” means all dogs, cats, birds and other animals commonly kept as household pets.
- 1.1.26 “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.
- 1.1.27 “Effluent Mains” means the effluent mains and sub mains and pumps shown on the Prescribed Diagram which convey effluent from an Off-Site Lot to the Off-Site Dispersal Area but do not include any pipes, cables or other equipment contained within an Off-Site Lot which is connected to the Effluent Mains.
- 1.1.28 “EPA” means the Environmental Protection Authority or its successors.

- 1.1.29 "Executive Committee" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.
- 1.1.30 "Fire Brigade" means any fire fighting service including a local Rural Fire Service Brigade of the New South Wales Rural Fire Service.
- 1.1.31 "Fire Trails" means the fire trails designated on the Concept Plan.
- 1.1.32 "First Annual General Meeting" means the General Meeting convened and held under Section 9 of the Management Act.
- 1.1.33 "General Meeting" means an Annual General Meeting or a special general meeting of the Community Association.
- 1.1.34 "Function" includes a power, authority and duty.
- 1.1.35 "Livestock" includes horses, cattle, goats and sheep and other animals of that nature.
- 1.1.36 "Lot" means a Community Development Lot, a Neighbourhood Lot or a Strata Lot.
- 1.1.37 "Management Act" means the Community Land Management Act 1989 (New South Wales) and the regulations made under it.
- 1.1.38 "Management Statement" means the statement registered with the Community Plan, from time to time added to, modified or amended in accordance with the Community Titles Legislation.
- 1.1.39 "Neighbourhood Plan" means a neighbourhood plan, which subdivides a Community Development Lot.
- 1.1.40 "Neighbourhood Property" means the lot shown as neighbourhood property in a Neighbourhood Plan.
- 1.1.41 "New Construction" means construction of a building that is intended to be carried out on Association Property, Common Property or a Lot and includes any variation of the New Construction.
- 1.1.42 "Notice Board" means the notice board in By-Law 20.4.
- 1.1.43 "Off-Site Dispersal Area" means that part of the Community Property designated as the off-site dispersal area on the Concept Plan for the dispersal of treated sewerage from the Off-Site Lots and includes all pumps, pipes and other equipment on the Off-Site Dispersal Area.

- 1.1.44 "Off-Site Lots" means Lots 45, 46, 47, 48 and 49 in the Community Plan.
- 1.1.45 "On-site Lots" mean the Community Property and every other Lot but excluding the Off-Site Lots.
- 1.1.46 "Open Space Area" means that part of the Community Property designated as "Open Space Area" on the Concept Plan.
- 1.1.47 "Prescribed Diagram" means the diagram relating to the Service Lines marked "Prescribed Diagram" contained in Part 1 of the Management Statement and prescribed by Section 36 of the Development Act.
- 1.1.48 "Private Access Way" means that part of the Community Property designated as a private access way on the Access Way Plan and being a private access way under Section 44 of the Development Act.
- 1.1.49 "Private Pathway" means that part of a Private Access Way designated as private pathways on the Access Way Plan and being a private access way under Section 44 of the Development Act.
- 1.1.50 "Private Service" means a private Service provided by the Community Association running through or servicing Lots, Community Property or Neighbourhood Property.
- 1.1.51 "Reserve Water Ponds" means that part of the Community Property designated as "Reserve Water Ponds" on the Concept Plan.
- 1.1.52 "Restricted Property" means that part of the Community Property the use of which has been restricted by this Management Statement.
- 1.1.53 "Right of Carriageway" means the right of carriageway created by registration of the Community Plan, burdening Lots 7; 8; 18; 19; 54 and 55 as identified on the Access Way Plan as "Right of Carriageway".
- 1.1.54 "Rules" means the rules made under By-Law 43.
- 1.1.55 "Secretary" means the secretary of the Community Association.
- 1.1.56 "Service" includes:
- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
 - (b) the provision of sewerage and drainage; and

- (c) transmission by telephone, radio or television or any other electronic service.
 - 1.1.57 “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 Prescribed Diagram.
 - 1.1.58 “Service Provider” means any statutory or government authority or listed Telecommunication Company.
 - 1.1.59 “Sinking Fund” means the sinking fund referred to in Section 12, Part 4 of Schedule 1 of the Management Act.
 - 1.1.60 “Statutory Service” means a Service running through and servicing Lots, the Common Property or Association Property provided by a Service Provider.
 - 1.1.61 “Strata Corporation” means a body corporate created under the Strata Titles Act 1973 on subdivision of a Lot by Strata Plan.
 - 1.1.62 “Strata Plan” means a strata plan under the Strata Titles Act 1973.
 - 1.1.63 “Tennis Court Area” means that part of the Community Property designated as the “Tennis Court Area” on the Concept Plan.
 - 1.1.64 “Treasurer” means the treasurer of the Community 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 Community 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 Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community 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 community scheme and accordingly may only be amended or revoked by unanimous resolution of the community association. See Section 17(2) of the 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 Community Parcel.
- 2.3 The Architectural Standards bind:
 - (a) the Community Association;
 - (b) each proprietor or occupier of a Lot;
 - (c) each Subsidiary Body;
 - (d) each mortgagee in possession of a Lot; and
 - (e) each lessee of a 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 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 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 COMMUNITY PROPERTY

- 3.1 Subject to these By-Laws:
- 3.1.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, leave anything on or obstruct the use of Community Property.
 - 3.1.2 Subject to By-Law 3.1.1 the proprietor or occupier of a Lot must not damage Community Property including without limitation, any

paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property.

- 3.1.3 The proprietor or occupier of a Lot must not, except with the approval of the Community Association or pursuant to By-Laws in force for the Community Parcel, use for his own purposes any part of Community Property.
- 3.1.4 The proprietor or occupier of a Lot must give notice to the Community Association of any damage to or defect in Community Property immediately the proprietor or occupier becomes aware of it.
- 3.1.5 If a proprietor or occupier of a Lot causes damage to Community 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 Lot the proprietor of the Lot is liable for any costs incurred by the Community Association in restoring the Community Property.
- 3.1.6 A proprietor or occupier of a Lot or the Fire Brigade may use any part of the Community Property for the purpose of fighting fires.

By-Law 4 CONSTRUCTION ON COMMUNITY PROPERTY

- 4.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association:
 - 4.1.1 construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Community Property;
 - 4.1.2 attach any item as a fixture or otherwise to Community Property; or
 - 4.1.3 alter Community Property.
- 4.2 Any construction, attachment or alteration referred to under By-Law 4.1 whether or not done with the approval of the Community Association must, unless the Community 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 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 Lot must not use any thing on the Community Parcel for any purpose other than that for which it was constructed or provided.

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

- 6.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 6.2 The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a reasonable standard or such other reasonable standard as may be set by the Community Association from time to time.
- 6.3 The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.
- 6.4 The Community Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

Part 3

RESTRICTED COMMUNITY PROPERTY

(These By-Laws restricting the use of property may not be amended or revoked by amending this Management Statement during the initial period for the Community Scheme or without the written consent of each person entitled by the By-Law to use the Restricted 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 Community 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 Community 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 Community 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 Community 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
- 7.12 There is no other Restricted Community Property.

Part 4

MANDATORY MATTERS

By-Law 8 COMMUNITY PROPERTY

- 8.1 The Community Property comprises:
 - 8.1.1 The Private Access Way;
 - 8.1.2 The Open Space Area;
 - 8.1.3 The Tennis Court Area;
 - 8.1.4 The Off-Site Dispersal Area;
 - 8.1.5 The Amenity Block; and
 - 8.1.6 The Reserve Water Ponds.

By-Law 9 PRIVATE ACCESS WAY

- 9.1 Access to the Community Parcel is to be by way of Private Access Way.
- 9.2 The Community Association is responsible for the control, management, operation and maintenance of the Private Access Way.
- 9.3 Subject to By-Law 9.4 the proprietor or occupier of a Lot and Authorised Visitors must not drive (or permit to be driven) any motor vehicle on the Private Access Way or any other part of the Community Parcel:
 - 9.3.1 at a speed in excess of 50 kph;
 - 9.3.2 which is not registered for use on public roads in accordance with the laws of any State or Territory of Australia;
 - 9.3.3 if the driver is not licensed to drive the vehicle on a public road in accordance with the laws of any State or Territory of Australia;
 - 9.3.4 which:

- (a) is too large, too heavy or otherwise inappropriate for the Private Access Way;
- (b) is excessively noisy or which emits an excessive level of exhaust.

9.3.5 To the extent that this By-Law does not govern road rules in the Community Scheme the provisions of the Road Transport (Safety and Management) Act 1997 (NSW) and its regulations apply.

9.4 The Proprietor or Occupier of a Lot and Authorised Visitors must not drive (or permit to be driven) any vehicle on Private Pathways unless authorised by the Executive Committee.

By-Law 10 OPEN SPACE AREA

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

By-Law 11 TENNIS COURT AREA

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

By-Law 12 AMENITY BLOCK

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

By-Law 13 RESERVE WATER PONDS

- 13.1 The Reserve Water Ponds are available for use by the proprietors and occupiers of Lots, Authorised Visitors and Fire Brigades for fighting fires on or threatening the Community Parcel and for such purposes will have unrestricted access to take as much water as may be required.

- 13.2 The Community Association is responsible for the control, management, operation, use, maintenance and repair of the Reserve Water Ponds.

By-Law 14 RIGHT OF CARRIAGEWAY

- 14.1 The Right of Carriageway is available for use by the proprietors and occupiers of Lots and Authorised Visitors.
- 14.2 The proprietor or occupier of Lot 18 shall not construct a fence or gate on the common boundary of the Right of Carriageway and the Private Access Way or Riverbend Road but may construct a ramp preventing Livestock escaping the Lot.
- 14.3 The Community Association is responsible for the control, maintenance and repair of the Right of Carriageway.

By-Law 15 MANAGING OPERATING AND MAINTAINING COMMUNITY PROPERTY

- 15.1 The Community Association may contract with persons to provide management, operational, maintenance and other services in connection with Community Property.

By-Law 16 INTERNAL FENCING

- 16.1 Subject to the terms of this By-Law, the Dividing Fences Act 1991 applies as between the following parts of the Community Parcel and the respective proprietor or occupier of those parts:
- 16.1.1 Community Property and a Community Development Lot; and
- 16.1.2 a Community Development Lot and another Community Development Lot.
- 16.2 Despite By-Law 16.1, the proprietor or occupier of a Lot may construct a fence only:
- 16.2.1 if the proposed fence complies with the Architectural Standards;
- 16.2.2 the Executive Committee has approved the construction of the fence; and
- 16.2.3 any fencing dividing a Lot and Community Property or any fencing otherwise erected on a Lot by a proprietor or occupier of a Lot shall be erected without cost to the Community Association.

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

By-Law 17 GARBAGE

- 17.1 The Community Association is responsible for the control, management and operation of garbage collection from Community Property and Lots.
- 17.2 The Community Association will appoint a garbage contractor to collect and dispose of garbage from each Lot.
- 17.3 The proprietor or occupier of a Lot will pay all garbage collection fees rendered for the collection of garbage from that Lot.
- 17.4 The proprietor or occupier of a Lot will, within seven days of receiving a request reimburse the Community Association for any garbage collection fees incurred by the Community Association for the collection of garbage from that Lot.
- 17.5 No garbage shall be disposed of or stored on Community Property except with the prior written approval of the Community Association.

By-Law 18 SERVICES

- 18.1 The Management Statement includes a Prescribed Diagram in respect of the following Private Services:
- 18.1.1 Water reticulation;
 - 18.1.2 Electricity;
 - 18.1.3 Telecommunications;
 - 18.1.4 Stormwater drainage; and
 - 18.1.5 Effluent Mains.
- 18.2 On installation of a Service Line, an easement will be created over the parts of Community Property and those Lots designated in the Prescribed Diagram for the provision of Services through Service Lines.
- 18.3 The Community Association is responsible for and must maintain and repair Service Lines.

- 18.4 Subject to the Development Act, if a Service is provided after registration of the Management Statement and Prescribed Diagram then the Community Association must submit a further prescribed diagram to the proprietor of a Lot or Subsidiary Body affected by the amendment to enable that proprietor or Subsidiary Body to:
- 18.4.1 endorse their consent to the amendment if such consent is required; and
- 18.4.2 make available all necessary documents including the certificate of title for the Lot to facilitate registration of the amendment.
- 18.5 Subject to the Development Act, the Community Association must ensure that any further prescribed diagram is registered.
- 18.6 The Service Lines for the water reticulation system are private Service Lines owned by the Community Association.
- 18.7 The Community Association must ensure that each Community Development Lot is separately metered for water consumption.
- 18.8 The Community 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 18.7 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 Lot;

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

B = the Unit Entitlement of the relevant Lot;

and

C = the aggregate Unit Entitlement of the Community Parcel.

By-Law 19 INSURANCE OF THE COMMUNITY PROPERTY

- 19.1 The Community Association shall effect and maintain all insurances required by the Management Act.
- 19.2 The Community Association must review, on an annual basis:
- 19.2.1 all insurances effected by it; and
- 19.2.2 the need for new or additional insurances.

- 19.3 Notice of an Annual General Meeting must:
- 19.3.1 include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
 - 19.3.2 for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 19.4 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property.

By-Law 20 EXECUTIVE COMMITTEE PROCEDURES

Constitution

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

Meeting

- 20.2 Subject to By-Law 20.8 and 20.9 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

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

Notice Board

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

Notice of Meetings

- 20.5 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:
- 20.5.1 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.

20.5.2 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

20.6 The agenda for the meeting shall include details of all business to be dealt with at the meeting.

20.7 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

20.8 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

20.9 Where:

20.9.1 By-Law 20.5 has been complied with in relation to a meeting;

20.9.2 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

20.9.3 the resolution has been approved in writing by a majority of 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

20.10 A proprietor of a 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

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

Distribution of Minutes

- 20.12 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 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

- 20.13 The functions of the treasurer include:-

- 20.13.1 the Functions set out in the Management Act;
- 20.13.2 maintaining and keeping up-to-date books of account and other financial records of the Community Association as required by the Management Act and the Executive Committee;
- 20.13.3 preparing accounts and financial reports for the Community Association as required by the Management Act and the Executive Committee;
- 20.13.4 expending and receiving and supervising the expenditure and receipt of monies of the Community Association;
- 20.13.5 notifying proprietors of Lots and Neighbourhood Associations of any contributions levied under the Management Act;
- 20.13.6 receiving, acknowledging, banking and accounting for any money paid to the Community Association;
- 20.13.7 preparing any certificate applied for under Clause 2 of Schedule 4 to the Management Act;
- 20.13.8 notifying proprietors of Lots and Neighbourhood Associations of any contribution levied under the Management Statement and collecting such contribution;
- 20.13.9 performing such other Functions as the Executive Committee may determine subject to the provisions of the Management Act from time to time.

Secretary

- 20.14 The Functions of the Secretary include:-

- 20.14.1 preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- 20.14.2 giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
- 20.14.3 maintaining the Community Association roll;
- 20.14.4 supplying certificates in accordance with clause 2 of schedule 4 to the Management Act;
- 20.14.5 answering communications addressed to the Community Association or the Executive Committee;
- 20.14.6 convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
- 20.14.7 performing administrative or secretarial functions on behalf of the Community Association;
- 20.14.8 performing administrative or secretarial functions on behalf of the Executive Committee;
- 20.14.9 keeping records under Part 3 of schedule 1 to the Management Act, and
- 20.14.10 performing such other Functions as the Executive Committee may determine subject to the provisions of the Management Act.

Remuneration

- 20.15 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

- 20.16 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

- 20.17 The executive committee may from time to time appoint sub-committees comprising one or more of its members to:

- 20.17.1 conduct investigations;
- 20.17.2 perform Functions on behalf of the Executive Committee; and
- 20.17.3 report the findings of the sub-committee to the executive committee

Part 5

OPTIONAL MATTERS

By-Law 21 STORAGE OF FLAMMABLE LIQUIDS

- 21.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, use or store on the Lot or any other part of the Community 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 Lot and then only:
 - 21.1.1 in such quantities as are reasonably necessary for those activities; and
 - 21.1.2 in a safe and secure manner and in accordance with the requirements of any relevant authority.

By-Law 22 TREATMENT OF EFFLUENT

- 22.1 A proprietor or occupier of an On-site Lot must not occupy the On-site Lot unless the proprietor or occupier;
 - 22.1.1 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
 - 22.1.2 connects all things on the On-site Lot that may produce effluent to the effluent treatment system.
- 22.2 A proprietor or occupier of an Off-Site Lot must not occupy the Off-Site Lot unless the proprietor or occupier
 - 22.2.1 installs, operates and maintains wholly within the boundaries of the Off-Site Lot an effluent treatment system connected to the Effluent Mains subject to the continual approval of EPA or Council; and

- 22.2.2 sends the treated effluent produced by the effluent treatment system through the Effluent Mains for dispersal onto the Off-Site Dispersal Area; and
- 22.2.3 connects to the effluent treatment system all things on the Off-Site Lot that may produce effluent.
- 22.3 The Community Association will not construct or operate on Community Property any thing that produces raw effluent unless the Community Association;
 - 22.3.1 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 Community Property subject to the continual approval of EPA or Council; and
 - 22.3.2 connects all things on the Community Property that may produce effluent to the effluent treatment system.

By-Law 23 WATER TANKS

- 23.1 A proprietor or occupier must not occupy a Lot unless the proprietor or occupier installs, operates and maintains a water tank of not less than 20,000 litres in capacity on that Lot that;
 - 23.1.1 catches and takes all rain water from the roof of the main building on the Lot;
 - 23.1.2 is connected by a trickle feed system to the Service delivering water to the Lot; and;
 - 23.1.3 supplies water to all things using water on the Lot except those things providing water for drinking, cooking, showers or baths.
- 23.2 A proprietor or occupier must not occupy a Lot unless the Service providing water to the Lot is only connected to:
 - 23.2.1 those things providing water for drinking, cooking, showers or baths; and
 - 23.2.2 the water tank by a trickle feed system.
- 23.3 A proprietor or occupier of a Lot must not install a water tank forward of the building line of the main building erected on a Lot.
- 23.4 By-law 23.1 and 23.2.2 does not apply to any residence existing on a Lot as at the date of this Management Statement.

By-Law 24 DAMS

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

By-Law 25 HANGING OF WASHING

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

By-Law 26 FIRE TRAILS

- 26.1 The proprietor or occupier of a Lot must keep all Fire Trails on the Lot in a clean, tidy and trafficable condition.
- 26.2 The proprietor or occupier of a Lot must not:
 - 26.2.1 construct any improvement on a Fire Access Way,
 - 26.2.2 place any obstruction on a Fire Access Way; or
 - 26.2.3 lock any gate on the Fire Access Way.
- 26.3 The proprietor or occupier of a Lot may erect a boundary fence across a Fire Access Way on the 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 27 WEAPONS AND HUNTING

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

By-Law 28 ANIMALS

- 28.1 Subject to By-Law 28.10 the proprietor or occupier of a Lot may keep any Domestic Animal without further approval of the Community Association provided that no more than two domestic dogs are kept on any Lot and they are:

- 28.1.1 housed in a reasonable and adequate enclosed yard and kennel;
- 28.1.2 kept on a leash at all times when not on the Lot; and
- 28.1.3 micro-chipped and registered with Council.
- 28.2 The proprietor or occupier of a Lot shall not keep any other Animal on the Lot except in accordance with the Rules or with the approval of the Executive Committee.
- 28.3 In determining whether to grant its approval pursuant to By-Law 28.2 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.
- 28.4 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.
- 28.5 Where a proprietor or occupier of a Lot or any Authorised Person brings or keeps an Animal onto the Lot or any other part of the Community Parcel the proprietor or occupier is:
 - 28.5.1 liable to the proprietors and occupiers of other Lots and all other Authorised Persons lawfully on the Community 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
 - 28.5.2 responsible for cleaning up after the Animal has used any part of another Lot or any part of the Community Parcel
- 28.6 Subject to By-Law 28.10 the Executive Committee may remove and impound any dog found unleashed more than twice when not on its owner's Lot or otherwise regularly causing a disturbance within the Community Parcel.
- 28.7 No proprietor shall take back or allow anyone on their behalf to take back to the Community Parcel any dog removed from the Community Parcel by the Executive Committee.
- 28.8 The liability and responsibility imposed on proprietors and occupiers of Lots by By-Law 28.5 exist notwithstanding that proprietor or occupier has

obtained the approval of the community Association to keep an Animal on a Lot.

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

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

28.9.2 any Animal is kept in breach of any conditions of approval imposed by the Community Association under By-Law 28.1 and 28.2

28.10 By-Laws 28.1 to 28.4 inclusive shall not:

28.10.1 affect the keeping on a 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 Lot or an Authorised Person; or

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

By-Law 29 RUBBISH AND WASTE MATERIAL

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

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

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

29.4 The proprietor or occupier of a 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 30 RESTRICTIONS ON PARKING

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

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

By-Law 31 RESTRICTIONS ON USE OF A LOT

- 31.1 A proprietor or occupier of a Lot must not use any Lot as fuel depot.
- 31.2 A proprietor or occupier of a Lot shall not permit any person to live in a caravan, temporary dwelling or partly constructed building on a Lot.
- 31.3 A proprietor or occupier of a Lot shall not permit the construction of a main building on a Lot unless it is connected to the electricity supply by underground cables except with the approval of the Executive Committee.
- 31.4 A proprietor or occupier of a Lot shall not permit any transportable building, shipping container or other storage facility to remain free standing on a Lot.
- 31.5 A proprietor or occupier of a Lot shall not use a 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 Lot.

By-Law 32 FURTHER SUBDIVISION

- 32.1 A proprietor or occupier of a Lot shall not subdivide a Lot except with the approval of the Executive Committee.

By-Law 33 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

- 33.1 The Community Association may contract with persons to:
 - 33.1.1 provide management, operational maintenance and other services in connection with Association Property or Common Property; and
 - 33.1.2 provide services or amenities to Association Property, Common Property or the proprietors and occupiers of the Lots.

By-Law 34 PRIVATE SERVICES

- 34.1 The Community Association may:
 - 34.1.1 provide Private Services to a Lot or the proprietor or occupier of a Lot;

- 34.1.2 arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- 34.1.3 contract with persons to monitor or provide, in part or in whole, Private Services.
- 34.2 The proprietor or occupier of a Lot must not:
 - 34.2.1 carry out any works which interfere with Private Services except with the approval of the Community Association; or
 - 34.2.2 obstruct access to, overload or damage Private Services.
- 34.3 If a proprietor or occupier of a 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.
- 34.4 The proprietor or occupier of a 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 Community 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 Community Association under the Management Act.

By-Law 35 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

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

By-Law 36 POLLUTION OF WATERWAYS

- 36.1 A proprietor or occupier of a Lot must not do or permit anything to be done which pollutes the waterways or Reserve Water Ponds on or around the Community Parcel
- 36.2 Without limiting the liability of a proprietor or occupier who breaches this By-Law, the Community 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 Community Association. The provisions of By-Law 39 apply to any remedy of a breach by the Community Association.

By-Law 37 CONTROL OF LESSEES AND LICENSEES

- 37.1 A proprietor whose 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 Lot and any person on the Community Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

By-Law 38 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 38.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws and Rules.
- 38.2 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 Community Parcel and request that person to leave the Community Parcel.
- 38.3 If the By-Laws or Rules prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

By-Law 39 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

- 39.1 The Community Association may do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws but which has not been done or not done properly.
- 39.2 If the Community Association exercises its right under By-Law 39.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there.
- 39.3 The Community Association may enter and remain on the Lot under By-Law 39.2 only after the date specified in a notice given by it to the proprietor or occupier of the Lot stating its intention to enter.

By-Law 40 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 40.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community 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.
- 40.2 The costs, charges and expenses under By-Law 40.1 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 41 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

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

By-Law 42 INTEREST ON OVERDUE MONEY

- 42.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 42.2 During the period that an amount under By-Law 42.1 remains unpaid, on demand or at times notified by the Community 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 Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$10,000.
- 42.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner specified to in By-Law 42.2.
- 42.4 Nothing in this By-Law 42 prevents the Community 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 43 RULES

43.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:

43.1.1 the control, management, operation and use of the

- (a) Private Access Way,
- (b) Private Pathways;
- (c) Right of Carriage Way;
- (d) Fire Trails;
- (e) Off-Site Dispersal Area;
- (f) Effluent Mains;
- (g) Amenity Block;
- (h) Tennis Court Area;
- (i) Reserve Water Ponds; and
- (j) Open Space Area; and

43.1.2 the storage, disposal and collection of garbage.

43.2 The Community Association may at any time add to or alter the Rules.

43.3 The Community 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.

43.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

43.5 The Executive Committee shall display and keep displayed the Rules on the Notice Board.

By-Law 44 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

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

By-Law 45 NOTICES TO BE OBSERVED

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

By-Law 46 INSTRUCTING CONTRACTORS

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

By-Law 47 COMMUNICATIONS WITH COMMUNITY ASSOCIATION

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

By-Law 48 COMMUNICATIONS FROM COMMUNITY ASSOCIATION

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

By-Law 49 APPROVALS BY COMMUNITY ASSOCIATION AND EXECUTIVE COMMITTEE

- 49.1 The Community 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 50 NO INTERFERENCE

- 50.1 A proprietor or occupier of a Lot shall not:
- 50.1.1 do anything or permit anything to be done on or in relation to that Lot so that –
 - (a) any support or shelter provided by that Lot for another Lot or Community Property or any part of it is interfered with; or
 - (b) Service Lines, garbage services or Services are interfered with; or

- 50.1.2 use or enjoy the Community Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the owner or occupier of any other Lot or Authorised Visitor.

Part 6

By-Law 51 PUBLIC AUTHORITY BY-LAWS

- 51.1 There are no such by-laws

By-Law 52 RESTRICTION ON AMENDMENTS

- 52.1 The Management Statement must not be amended where amendments would be in breach of any conditions of the Development Application referred to below, unless written approval from Council is obtained:
- 52.2 Development Application No. xxxxxxxxxxxxxxxxxxxx issued zzzzzzzz.
- 52.3 This By-Law may not be amended or revoked without the consent of Council.

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Part 7

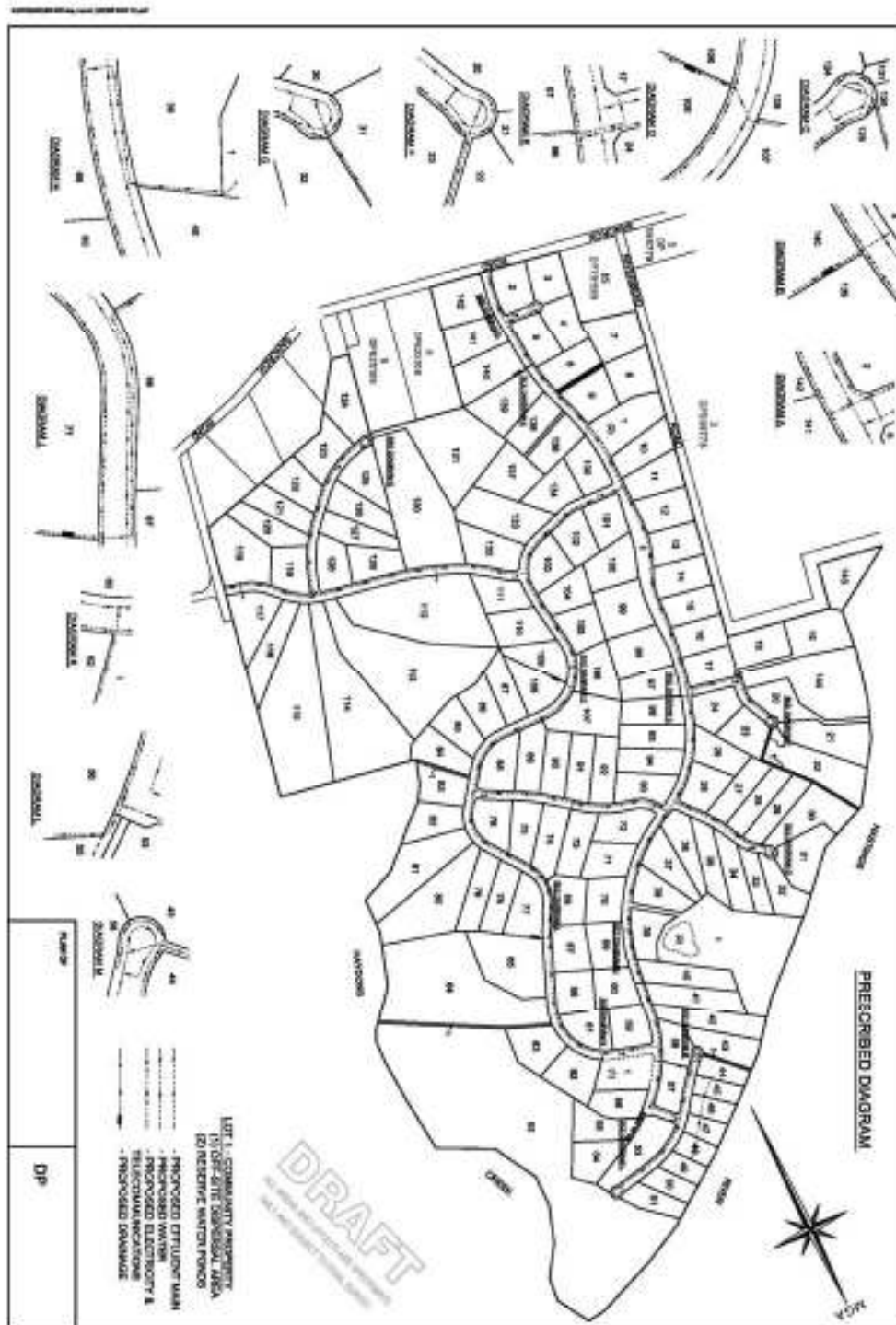
CONCEPT PLAN



COMMUNITY MANAGEMENT STATEMENT

Sheet 38 of 48

PRESCRIBED DIAGRAM



COMMUNITY MANAGEMENT STATEMENT

Sheet 39 of 48

ACCESS WAY PLAN



Part 8

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 Community Parcel. The driving principle in determining what constitutes appropriate future development on a Lot is the degree of compatibility that the proposed future development has with the development currently on that Lot or adjacent Lots.
- 1.4 Mixing of substantially different architectural characters between Lots is undesirable.
- 1.5 The architectural character of future development on a 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 Lots.

2 DEVELOPMENT STANDARDS

- 2.1 Future development on all of the 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 Lots. The Standards relate to common elements such as roads, parking and paths and deal with relationship between 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**

- 3.3.1 Buildings shall maintain minimum setback distance from all Lot boundaries as required by the Building Code of Australia ("BCA").
- 3.3.2 Adjacent buildings on the same 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 Lot or any part of an area of amenity related to another building on another Lot, between the hours of 9 am and 3 pm at any time of the year.
- 3.3.4 Buildings on a Lot must not obstruct the view from a main building on the Lot or on another Lot of any significant element of scenic interest on the Lot, another 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.
- (c) The front of the main building erected on a Lot must face towards a Private Access Way providing main vehicle access to that Lot.

3.5 Excavation or Fill

- 3.5.1 No earth, stone or gravel shall be removed or excavated from a 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 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 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 Lot with a frontage to Sancrox Road is permitted direct vehicle access to Sancrox Road.
- 3.6.2 A 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 Lot must be from a Private 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

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 concrete or such other 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 No internally illuminated signs are permitted.
- 3.8.5 Internationally recognised signs indicating such things as toilets, handicapped access, parking and prohibited access are permitted.
- 3.8.6 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.
- 3.8.7 No advertisement hoarding, sign or any matter of any description shall be erected or displayed or permitted to remain erected or displayed on a Lot or any part of the Lot except signs advertising the 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 Lot and the Private Access Way providing vehicle access to that 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 Lot:
 - (a) must be sympathetic to a rural residential environment;
 - (b) must be constructed using wooden 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 palings, Colorbond™ products or any other solid sheeting or panels;
 - (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 1.2 metres high (other than a swimming pool fence).
- 3.9.5 Any ornamental fencing and gates should be styled, detailed and finished in the character of the architecture of the 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 Lot is executed in harmony with the character that has already been established on that Lot. Also, any future development must not only be in character with the architecture already on the 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 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 Lot does not have available at its boundary a constructed Private 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 Lot.
 - 4.5.2 The main building on each 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 Lot with an external floor area of less than 200 square metres.
 - 4.5.4 No main building shall be erected on a Lot using an "A" Frame Construction.

- 4.5.5 The roof pitch of the principal roof of the main building on a 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 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 Lot.
- 4.6.2 No outbuilding shall be erected or permitted to be erected on a Lot until after construction of the main building on that Lot has commenced.
- 4.6.3 No more than one outbuilding shall be constructed on a 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 10 metres from an external wall of the main building on that Lot and the outbuilding is constructed using the same materials and architectural style as the main building on that Lot.
- 4.6.5 Subject to Standard 4.6.4, no outbuilding that is a garage shall be constructed on a Lot having an internal floor area of more than:
 - (a) 125 square metres if the Lot is four hectares or more;
 - (b) 75 square metres if the Lot is between two hectares but less than four hectares;
 - (c) 50 square metres if the Lot is between less than two hectares.
- 4.6.6 Subject to Standard 4.6.4, no outbuilding that is not garage shall be constructed on a Lot having an internal floor area of more than;
 - (a) 125 square metres if the Lot is four hectares or more;
 - (b) 75 square metres if the Lot is between two hectares but less than four hectares;
 - (c) 35 square metres if the Lot is between one hectare but less than two hectares; and
 - (d) 20 square metres if the Lot is less than one hectare:
- 4.6.7 Any outbuilding on a Lot must be constructed:
 - (a) behind the rear building line of the main building on that Lot; and
 - (b) with a 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 10 metres from an external wall of the main building on that Lot and the outbuilding is constructed using the same materials and architectural style as the main building on that 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 Lot.

4.7 All Buildings

- 4.7.1 No buildings taller than two storeys are permitted on a 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 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.
- 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 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 Lot using Colorbond material, or material matching or similar to the material on the main building on that 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 Lot that materially obstructs or will have the potential to materially obstruct the major view from the main building on another Lot.
 - (b) No trees shall be planted on any Lot that materially overshadows or will have the potential to materially overshadow the main building on another Lot.

6 DEFINITIONS

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

SIGNATURES, CONSENTS AND APPROVALS

DATED

day of

CERTIFICATE OF APPROVAL

It is certified:

1. that the consent authority has approved of the development described in Development Application No. ; and
2. that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date:

Signature on behalf

of Port Macquarie Hastings Council

COMMUNITY MANAGEMENT STATEMENT

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EXECUTION PAGE

To be signed by all registered proprietors