

**MANAGEMENT STATEMENT**

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DP 270100

**COMMUNITY MANAGEMENT STATEMENT**

**MYALL QUAYS**

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**COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989**

**COMMUNITY MANAGEMENT STATEMENT**

**WARNING**

The terms of this Management Statement are binding on 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 or Strata Lot within the Community Scheme.

This Management Statement should be read with reference to Part 6.

**PART 1**

**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 as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Community Land Management Act 1989.

**BY-LAW 1.1 ARCHITECTURAL AND LANDSCAPE STANDARDS**

- 1.1.1 The Community Association may prescribe Architectural and Landscape Standards for the Community Property.
- 1.1.2 Each Subsidiary Body must prescribe Architectural and Landscape Standards for the relevant Subsidiary Body.
- 1.1.3 On prescription of the standards referred to in this By-Law the standards shall become Architectural and Landscape Standards for the Community Scheme.
- 1.1.4 The Architectural and Landscape Standards bind:
  - (a) the Community Association and each Subsidiary Body;
  - (b) each proprietor or occupier of a Lot;
  - (c) each mortgagee in possession of a Lot; and
  - (d) each lessee of a Lot.

**BY-LAW 1.2 AMENDING ARCHITECTURAL AND LANDSCAPE STANDARDS**

- 1.2.1 The Community Association may from time to time add to or alter the Architectural and Landscape Standards by unanimous resolution. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-Law.
- 1.2.2 The proprietor of a Lot or a Subsidiary Body may make application to the Community Association requesting additions or alterations to Architectural and Landscape Standards.

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- 1.2.3 An application under By-Law 1.2.2 must contain sufficient details of the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations. The Community Association may request additional information to enable it to make a decision on an application.
- 1.2.4 The Community Association must refer an application under By-Law 1.2.2 to a General Meeting for its decision by unanimous resolution.
- 1.2.5 If the Architectural and Landscape Standards are added to or altered, in accordance with this By-Law, then the Community Association must, within a reasonable time, deliver a copy of the additions or alterations to each Subsidiary Body and each proprietor of a Community Development Lot.
- 1.2.6 The Community Association must, when requested by the proprietor of a Lot or a Subsidiary Body, provide the proprietor of the Lot or Subsidiary Body at the reasonable cost of that proprietor or Subsidiary Body with an up to date copy of the Architectural and Landscape Standards.

**BY-LAW 1.3 APPROVALS**

- 1.3.1 All plans and specifications must be submitted to the Original Proprietor for consideration and approval including, without limitation, plans and specifications for Building Modifications, New Constructions or Landscape Modifications for as long as the Original Proprietor owns a Lot and is willing to act in this capacity. After that, the Executive Committee must consider and approve plans and specifications.
- 1.3.2 No Building Modification, New Construction or Landscape Modification may commence or take place until the plans and specifications for it have been approved by the Executive Committee as to:

**For Building Modification or New Construction:**

- (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 existing landscaping; or

**For Landscape Modification:**

- (g) suitability of design, colour, plant species and landscape materials and features;

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- (h) quality of design, colour, plant species and landscape materials and features;
- (i) location in relation to surrounding structures and topography;
- (j) elevation in relation to existing structures and topography;
- (k) harmony with existing landscaping and structures; and
- (l) the removal of or dealing with existing plants, flowers, shrubs and trees.

1.3.3 The plans and specifications submitted for approval must:

**For Building Modification or New Construction:**

- (a) show the nature, kind, shape, height, width, colour, size, materials and location of the Building Modification or New Construction; and
- (b) contain a landscaping proposal; or

**For Landscape Modification:**

- (c) show the nature, kind, shape, colour, height, quantity and location of the proposed plants, flowers, shrubs and trees; and
- (d) show the nature and type of proposed landscaping material and features.

1.3.4 Approval or disapproval under this By-Law of plans and specifications must be made solely on the matters set out in:

- (a) the By-Laws;
- (b) the Architectural and Landscape Standards in force at the time of its decision; and
- (c) the Rules in force at the time of the decision.

1.3.5 The Original Proprietor or the Executive Committee are the sole approving bodies for applications for approval under By-Law 1.3.2. This does not prevent the Original Proprietor or the Executive Committee from referring any application to the Community Association for a direction given by a General Meeting of the Community Association.

**BY-LAW 1.4 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION**

If the Community Association wants to make or permit:

- (a) a Building Modification;
- (b) a Landscape Modification; or
- (c) a New Construction

on Community Property, then it must comply or ensure compliance with the Architectural and Landscape Standards.



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PART 2

RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Community Property in accordance with section 54 of the Community Land Management Act 1989.

BY-LAW 2.1 DEVELOPMENT IN STAGES

- 2.1.1 Use of Community Property as it is comprised from time to time (except the Area Not Required For Development) and Service Lines owned by the Community Association is restricted to the proprietors for the time being of Community Development Lots 3, 4 & 5 (excluding a Subsidiary Body) ("Developer") jointly and severally in the manner and for the purposes set out in these By-Laws.
- 2.1.2 Restricted use of the Community Property referred to in this By-Law shall cease when the Developer serves upon the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased. Despite this the Developer may give such a notice at any time in relation to part of the Community Property if Development Activities on that part of the Community Property have ceased at which time restricted use of that part of the Community Property will cease.
- 2.1.3 The Developer and all persons authorised by the Developer have the Development Rights for the purpose of facilitating development of the Community Parcel in stages and carrying out Development Activities on the Community Parcel.
- 2.1.4 The terms and conditions relating to use of the Community Property under this By-Law are the Development Conditions.
- 2.1.5 Access to Community Property referred to in this By-Law is to be exercised by public road or Access Ways set apart under the Development Act.
- 2.1.6 If the Developer locks up or secures any of the Community Property referred to in this By-Law, the Developer must give the Secretary a Security Key for that locked or secured area.
- 2.1.7 Subject to any requirements imposed by the Council, the restricted use rights conferred on the Developer in this By-Law may be exercised between the hours of 7.00 am and 7.00 pm on Mondays to Saturdays inclusive or such other times as may be permitted by the Council, excepting Sundays, Christmas Days and Good Fridays.
- 2.1.8 Subject to the obligations imposed by the Development Conditions the Community Association must maintain the Community Property.
- 2.1.9 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the Developers under this By-Law.

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See Rq. 6346634

See new by-laws 2.1.10  
filed as ANNEXURE 'D'

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**PART 3**

**MANDATORY MATTERS**

**BY-LAW 3.1 ACCESS WAY**

No part of the Community Property has been set apart as an Access Way.

**BY-LAW 3.2 COMMUNITY PROPERTY AND SPECIAL FACILITIES**

- 3.2.1 The Community Association is responsible for the control, management and maintenance of the Community Property in accordance with the Management Act.
- 3.2.2 The Community Association is entitled to make Rules relating to use of the Community Property but such Rules are subject to the By-Laws and must not impede any express rights in relation to the use of Community Property or Special Facilities granted under a By-Law.
- 3.2.3 The Community Association may contract with persons to provide management operational, maintenance and other services in connection with Community Property.
- 3.2.4 (a) The proprietor of each Community Development Lot must procure for the Community Association on registration of a Subsidiary Plan exclusive use by exclusive use by-laws (or care and control by some other means) of the Restricted Subsidiary Association Property in the relevant Subsidiary Scheme.
- (b) If the exclusive use by-laws referred to in paragraph (a) of this By-Law are not created on registration of the relevant Subsidiary Plan, then the proprietor for the time being of the relevant former Community Development Lot must promptly procure the Subsidiary Body created on subdivision of that Community Development Lot to enter into an agreement for the care and control of the Restricted Subsidiary Association Property by the Community Association or pass a by-law to grant exclusive use of the Restricted Subsidiary Association Property to the Community Association.(or both).
- (c) The Community Association must accept a grant of exclusive use or care and control of the relevant Resticted Subsidiary Association Property under paragraph (a) or (b) of this by-law and, subject to paragraph (d) of this By-Law, is responsible for the control management, operation, maintenance, and repair of the Restricted Subsidiary Association Property as if it was Community Property.

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- (d) the exclusive use by-law and the agreement contemplated by By-Laws 3.2.4(a) and (b) must provide for the relevant Subsidiary Association to reimburse the Community Association for the costs associated with the operation, management, maintenance and repair of the Restricted Subsidiary Association Property in that Subsidiary Scheme. The costs payable by the relevant Subsidiary Association under this By-Law 3.2.4(d) are to be calculated by reference to actual costs or a method of calculation which fairly apportions these costs.
- (e) The Restricted Subsidiary Association Property is available for use by persons entitled to use Community Property as if it were Community Property.
- (f) The grant of exclusive use under paragraph (a) or (b) of this By-Law must contain a provision imposing on the members of the Community Association the obligation to contribute towards the costs of control, management, operation, maintenance and repair of the Restricted Subsidiary Association Property as if those costs were Community Association costs levied under the Management Act.

**BY-LAW 3.3 INTERNAL FENCING**

3.3.1 Subject to this By-Law 3.3, provision of, and payment for internal fencing on the Community Parcel is governed by the Dividing Fences Act 1991.

3.3.2 Neither the Community Association or any Subsidiary Body has any obligation in relation to the provision of, or payment for internal fencing on the Community Parcel, unless they resolve otherwise.

3.3.3 With the approval of the Executive Committee, a fence may be constructed parallel with the Access Way at the front of the Lot ("Front Fence").

3.3.4 If a Front Fence is constructed it must:

- (a) be constructed forward of the building line but not closer than 1 metre to the front boundary line;
- (b) not exceed 0.8 metres in height; and
- (c) extend for the length of the side boundaries to the side boundary fence.

~~3.3.5 A fence may be constructed with 5 metres of and parallel with the rear boundary line of a Lot ("Rear Fence").~~

~~3.3.6 If a Rear Fence is constructed it must:~~

- ~~(a) be constructed of powder coated aluminium "looped" pool fencing;~~
- ~~(b) not exceed 1.2 metres in height;~~
- ~~(c) be of a colour that is in keeping with the external walls of any dwelling constructed on the Lot; and~~

REPEALED

See Rq. 5851594

See new by-laws  
filed as ANNEXURE A

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~~(d) not be constructed of solid "Colourbond" fencing or other similar material.~~

~~3.3.7 An existing Rear Fence constructed on a Lot adjacent to Community Property or Association Property that is a public walkway or public open space, must not be altered without the written approval of the Original Proprietor or Executive Committee according to By Law 1.3.~~

~~3.3.8 A fence constructed along the side boundary line of a Lot ("Side Fence") must:~~

~~(a) be constructed at least 1 metre to the rear of the building line;~~

~~(b) be at least 5 metres from the rear boundary line;~~

~~(c) be of height of 1800 mm except for the end closest to the rear boundary which may taper to 1200 mm in height from a point located 4.8 metres from the end of that fence; and~~

~~(d) be constructed of:~~

~~(i) lapped and capped timber palings treated with copper chromium arsenate (C.C.A.);~~

~~(ii) bagged and painted brick;~~

~~(iii) brushwood; or~~

~~(iv) any other material approved by the Executive Committee.~~

3.3.9 To assist koalas that frequent the area to travel safely throughout the Community Parcel, if a fence fully encloses any part of any Lot and is more than 0.8 metre in height, square lattice panels must be fitted to each Side Fence that are:

(a) not less than 1.5 metres x <sup>1.5</sup>~~1.0~~ metres;

(b) not less than 10 metres apart; and

(c) securley fitted vertically to the inside of the fence.

SEE 8537409 BY-LAWS  
3.3.10 TO 3.3.12 ADDED  
SEE ANNEXURE 'E'

**BY-LAW 3.4 GARBAGE**

3.4.1 Garbage must be sorted, stored and made available for collection in accordance with the requirements of the Community Association and Council. Council's requirements prevail if there is any inconsistency.

3.4.2 Neither the Community Association nor any Subsidiary Body has any obligation to collect garbage (subject to their obligations to properly maintain Community Property or Subsidiary Association Property as the case may be).

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REPEALED  
See Rg. 5851594  
See new by-laws  
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**BY-LAW 3.5 SERVICES**

- 3.5.1 The relevant Service Provider is responsible for and must maintain and repair Statutory Services and associated Service Lines within the Community Parcel.
- 3.5.2 The Community Association is responsible for and must maintain and repair Private Services and associated Service Lines within the Community Parcel.
- 3.5.3 If a Service Line is shown as a proposed Service Line in the Prescribed Diagram for the Community Scheme or a Subsidiary Scheme, and it is installed in a position different from that shown in the relevant Prescribed Diagram, each proprietor of a Lot, any Subsidiary Body and the Community Association must take whatever action is necessary under Section 36(4) of the Development Act to enable a later prescribed diagram to be registered as an amendment of the Management Statement or as an amendment of any relevant Neighbourhood Management Statement.

**BY-LAW 3.6 INSURANCE**

- 3.6.1 In addition to the provisions of the Management Act which apply in relation to insurances the following By-Laws apply.
- 3.6.2 The Community Association must review, on an annual basis:
  - (a) all insurances effected by it; and
  - (b) the need for new or additional insurances.
- 3.6.3 Notice of an Annual General Meeting must:
  - (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
  - (b) (unless the Executive Committee otherwise resolves) 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.
- 3.6.4 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 or the Community Association.
- 3.6.5 A proprietor or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:
  - (a) void or prejudice insurance effected by the Community Association; or
  - (b) increase any insurance premium payable by the Community Association.

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**BY-LAW 3.7 EXECUTIVE COMMITTEE**

- 3.7.1 In addition to the provisions of the Management Act in relation to the Executive Committee, the following By-Laws apply.
- 3.7.2 The office bearers of the Executive Committee are the officers required by the Management Act.
- 3.7.3 The Functions of office bearers of the Executive Committee are:
- (a) those set out in the Community Titles Legislation; and
  - (b) the usual Functions performed by the relevant office bearer in an organisation.
- 3.7.4 The Management Act applies in relation to meetings of the Executive Committee.
- 3.7.5 The Executive Committee must fix (and maintain) a notice board to some prominent part of the Community Property.
- 3.7.6 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 48 hours immediately before the Executive Committee holds a meeting, display on the notice board:
- (a) the notice of intention to hold the meeting; and
  - (b) the proposed agenda for the meeting.
- 3.7.7 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 3.7.8 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 3.7.9 A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee but that person may not address the meeting unless authorised by the Executive Committee.
- 3.7.10 The Management Act applies in relation to the keeping of minutes of Executive Committee meetings, records of its decisions and records of notices given to the Secretary.

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**PART 4**

**OPTIONAL MATTERS**

**BY-LAW 4.1 RESTRICTIONS ON PARKING**

- 4.1.1 A proprietor or occupier of a Lot must not park a vehicle, boat or trailer on or over any paved footpath, or bicycle way, on the Community Parcel.
- 4.1.2 A proprietor or occupier of a Lot must ensure that their invitees use any visitor parking area only for the purposes of casual parking.

**BY-LAW 4.2 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS**

4.2.1 The Community Association may, on its own behalf or on behalf of any Subsidiary Body, contract with persons to:

- (a) provide management, operational maintenance and other services in connection with Community Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots; and
- (c) provide other services or amenities to Community Property, Subsidiary Association Property or the proprietors and occupiers of the Lots.

4.2.2 (a) The Community Association is empowered, on its own behalf or on behalf of each Subsidiary Body, to contract with the Original Proprietor or its nominee ("**Manager**") to provide management maintenance and operational services in relation to the Community Scheme.

(b) The Community Association intends during the initial period to enter into a management agreement the effect of which is disclosed for the purposes of the Management Act as follows:

**Parties:** The Community Association and Manager.

**Term:** 5 years with 1 option of 5 years.

**Duties:** The duties of the Manager are:

- (a) in accordance with the directions of the Community Association, the cleaning, caretaking, security, supervision and service of the Community Property and Subsidiary Association Property use of which is restricted to the Community Association or any personal property vested in the Community Association and for the general repair and maintenance or renewal and replacement of that property;

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- (b) the provision of services to the Community Association and Subsidiary Bodies or the proprietors and occupiers of Lots, including without limitation, the services of a handyman, room cleaning and servicing, food and non-alcoholic drink service;
- (c) a letting or property management and sales service;
- (d) the supervision of any employees or contractors of the Community Association;
- (e) any other matter, activity or thing which the Community Association agrees is necessary or desirable having regard to the operational and management requirements of the Community Association,

but excluding any services which only a Managing Agent may perform.

**Privileges of the Manager:** The Manager has the sole right to conduct a letting service and to provide ancillary and other services to Subsidiary Bodies and proprietors of Lots in the Community Scheme.

**Remuneration:** An annual sum equivalent to 20% of the annual operational, management and maintenance costs of the Community Scheme excluding the costs incurred by a Managing Agent.

**Assignment:** The Manager has the right to assign its rights under the agreement to a respectable and responsible assignee.

**Termination:** The agreement may be terminated by the Community Association if:

- (i) the Manager assigns its interest in the agreement in breach of assignment provisions;
- (ii) the Manager fails or neglects to carry out its duties after 21 days notice of same from the Community Association;
- (iii) the Manager is guilty of gross misconduct or gross negligence in performance of its duties; or
- (iv) the Manager enters into liquidation.

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The agreement may be terminated by the Manager:

- (i) if the Community Association fails or neglects to carry out its duties after 21 days notice of same from the Manager;
- (ii) if the Community Association fails to pay to the Manager its remuneration or other moneys payable within 14 days of the due date whether or not any formal demand has been made;
- (iii) if an order is made by the Supreme Court of New South Wales for variation or termination of the Community Scheme; or
- (iv) at any time during the term of the agreement upon giving 3 months prior notice to the Community Association.

**BY-LAW 4.3 PRIVATE SERVICES**

4.3.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:

- (a) provide Private Services to a Subsidiary Body or the proprietor or occupier of a Lot;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with persons to monitor or provide, in part or in whole, Private Services.

4.3.2 The proprietor or occupier of a Lot must not:

- (a) carry out any works which interfere with Private Services;
- (b) carry out any works which interfere with Private Services except with the approval of the Community Association; or
- (c) obstruct access to, overload or damage Private Services.

4.3.3 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 Community Association of that damage or defective operation.

**BY-LAW 4.4 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES**

Subject to giving notice in accordance with section 60(2) of the Management Act, the Community Association and persons authorised by it may enter a Lot to maintain, repair, alter, add to, increase the capacity of or renew Private Services.

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**BY-LAW 4.5 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS**

- 4.5.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws as if that Authorised Visitor were a proprietor or occupier of a Lot.
- 4.5.2 If an Authorised Visitor does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 4.5.3 If the By-Laws 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 4.6 THINGS NOT IN KEEPING**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.

**BY-LAW 4.7 MAINTENANCE OF BUILDING ON A LOT**

- 4.7.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 4.7.2 The Community Association may give a notice to the proprietor or occupier of a Lot requiring them to comply with the terms of this By-Law.

**BY-LAW 4.8 RULES**

- 4.8.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation, the control, management operation and use of the Access Way and any Special Facilities or any Subsidiary Association Property under its control.
- 4.8.2 The Community Association may at any time add to or alter the Rules.
- 4.8.3 The Community Association may not make a Rule or add to or other a Rule so that it becomes inconsistent or in conflict with the Management Act, Development Act or the By-Laws.
- 4.8.4 Rules bind proprietors of Lots, Authorised Visitors, occupiers, mortgagees in possession and lessees of Lots and any Subsidiary Body.

**BY-LAW 4.9 ADDITIONAL RESTRICTIONS**

- 4.9.1 A proprietor or occupier of a Lot must not:
  - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using Community Property or Subsidiary Association Property; or

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- (b) obstruct lawful use of Community Property or Subsidiary Association Property by any person.
- 4.9.2 A proprietor or occupier of a Lot when on Community Property or Subsidiary Association Property (or on any part of a Lot so as to be visible or audible from another Lot or from Community Property or Subsidiary Association Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using Community Property or Subsidiary Association Property.
- 4.9.3 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any area of Community Property or Subsidiary Association Property or unless accompanied by an adult remain on any area of Community Property or Subsidiary Association Property comprising a car parking area or other area of possible danger or hazard to children.
- 4.9.4 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of Council.
- 4.9.5 A proprietor or occupier of a Lot must not use the Lot for any purpose that may impugn the good reputation of the Community Scheme.
- 4.9.6 A proprietor or occupier of a Lot must keep the Lot, including all glass in windows and all external doors and so much of such windows and doors as is Common Property (where applicable) (which are safely accessible to that proprietor or occupier), clean and in good repair.
- 4.9.7 A proprietor or occupier of a Lot must not operate or permit to be operated on the Community Parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Community Parcel.
- 4.9.8 A proprietor or occupier of a Lot must not do or permit anything including, without limitation, bring or permit to be brought into the Community Parcel any heavy article, which might cause structural damage to the Community Parcel or any building on the Community Parcel.
- 4.9.9 A proprietor or occupier of a Lot must not do anything to interfere with, damage or deface Community Property or Subsidiary Association Property without the prior written consent of the Community Association or the relevant Subsidiary Body.
- 4.9.10 A proprietor or occupier of a Lot must not damage any lawn, plant, tree or garden forming part of or situated on Community Property or Subsidiary Association Property or use for the proprietor's or occupier's purpose as a garden any part of the Community Property or Subsidiary Association Property.

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- 4.9.11 A proprietor or occupier of a Lot must not, without the prior written consent of the Community Association or Subsidiary Body (as applicable), interfere with Community Property or Subsidiary Association Property or remove any article from the Community Property or Subsidiary Association Property placed there by direction or authority of the Community Association or Subsidiary Body and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.
- 4.9.12 A proprietor or occupier of a Lot must not, without the authority of the Community Association or Subsidiary Body (as applicable) interfere with the operation of any equipment installed in the Community Property or Subsidiary Association Property.
- 4.9.13 A proprietor or occupier of a Strata Lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within that Strata Lot) without the prior written consent of the relevant Strata Corporation which consent must not be unreasonably withheld.
- 4.9.14 A proprietor or occupier of a Lot must not do or permit anything which may prejudice the security or safety of the Community Parcel and, without limitation, a proprietor or occupier of a Lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- 4.9.15 A proprietor or occupier of a Lot must promptly notify the Executive Committee of any damage to or defect in the Community Property or Subsidiary Association Property or any personal property vested in the Community Association or any Subsidiary Body.
- 4.9.16 The proprietor or occupier of a Lot is liable to compensate the Community Association or any Subsidiary Body in respect of any damage to the Community Property or Subsidiary Association Property or personal property vested in the Community Association or any Subsidiary Body caused by that proprietor or occupier or any lessee, licensee or invitee of that proprietor or occupier.
- 4.9.17 The Community Association or any Subsidiary Body must take all reasonable steps to ensure the security of the Community Parcel (or any part of it) from intruders and to preserve the safety of the Community Parcel from fire or other hazard.
- 4.9.18 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, use, keep or store on the Lot or any other part of the Community Parcel, any flammable chemical, gas or other materials other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.
- 4.9.19 The proprietor or occupier of a Lot must not use any storage area outside the habitable part of the Lot for storage of any perishable substances and must keep such storage areas free of vermin at all times.

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- 4.9.20 The proprietor or occupier of a Lot must not enclose any storage area outside the habitable part of the Lot without the prior written consent of Council and the Community Association. This does not apply to such areas already enclosed when this Statement is registered.

**BY-LAW 4.10 ANIMALS**

- 4.10.1 The proprietor or occupier of a Lot in a Neighbourhood Scheme may keep or allow in their lot any:
- (a) goldfish or other fish kept in an indoor aquarium;
  - (b) canaries, budgerigars or other similar birds kept indoors at all times;
  - (c) a domestic dog with the consent of the Executive Committee; and
  - (d) a domestic cat provided the animal is confined indoors between sunset and sunrise.

No other Animals may be kept or allowed in any other Lot or on any part of the Community Parcel.

- 4.10.2 In determining whether to grant its consent pursuant to paragraph (c), the Executive Committee may take into consideration the type and size of the dog, whether the relevant proprietor or occupier has obtained consent to the keeping of any other dog and any other matter which the Executive Committee considers relevant.

**Consent Not Granted**

- (e) The Executive Committee will not give its consent for a dog to be kept on a Lot if:
  - (i) it is not registered in accordance with the Dog Act 1966; or
  - (ii) it has been declared a dangerous dog under the Dog Act 1966.
- (f) The Executive Committee will generally not grant consent for the keeping of the dogs which - in the view of the Executive Committee - are accepted to be or have a reputation as being vicious, aggressive, noisy or difficult to control.

**Consent Will Be Given**

- (g) The Executive Committee will generally grant consent for the keeping of a small or medium sized dog which - in the opinion of the Executive Committee - are not accepted as being or have a reputation as being vicious, aggressive, noisy or difficult to control.

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**Implied Conditions**

**4.10.3 Despite anything in this By-Law:**

- (a) a completely or partially blind proprietor or occupier of a Lot may keep a dog used as a guide on a Lot; and
- (b) a completely or partially blind person may use a dog as a guide on a Lot or on any other part of the Community Parcel.

**4.10.4 Where a proprietor or occupier of a Lot or any person who is on the Community Parcel with the proprietor's consent (express or implied) brings or keeps an Animal on a Lot or any other part of the Community Parcel the proprietor or occupier is:**

- (a) responsible for ensuring that the Animal (in the case of a dog) is at all times restrained on a leash.
- (b) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the Animal; and
- (c) responsible for cleaning up after the Animal has used any part of another Lot or any other part of the Community Parcel.

**4.10.5 The liability and responsibility imposed on the proprietors and occupiers of Lots under this By-Law exists notwithstanding that a proprietor or occupier has obtained the approval of the Community Association to keep an Animal on a Lot in a Neighbourhood Scheme.**

**4.10.6 The Executive Committee reserves absolutely to itself the right to order the removal of an Animal from the Community Parcel if after consideration of all evidence placed before it:**

- (a) any Animal kept or allowed on a Lot becomes offensive, vicious or audibly or visually a nuisance; or
- (b) any Animal is kept in breach of any conditions of approval imposed by the Community Association under paragraph (b); or
- (c) the Animal is brought onto the Community Parcel, kept or used in breach of this By-Law.

**4.10.7 If the Executive Committee orders the removal of an Animal under this By-Law then the proprietor or occupier who owns the Animal (or has the care or control of it) must remove the Animal from the Community Parcel in accordance with the terms of the order.**

- (i) Any consent by the Executive Committee for the keeping of an Animal under this By-Law is subject to any requirement by a relevant Government Authority.

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**BY-LAW 4.11 PESTICIDES, FERTILIZERS & INSECTICIDES**

A proprietor or occupier of a Lot must, before applying any pesticide, fertilizer, insecticide or chemical of any description to or around a Lot, (or building on a Lot), ensure that the substance proposed to be used will not damage the environment on, around or below the surface level of the Lot, or any other Lot or Community Property or Subsidiary Association Property.

**BY-LAW 4.12 PERMITTED ENCROACHMENTS**

- 4.12.1 In this By-Law, the term "Permitted Encroachment" means eaves, guttering and downpipes or any part of them on a structure erected on Lot in a Neighbourhood Scheme, which encroaches onto an adjoining Lot to a maximum extent of 0.18 metres.
- 4.12.2 The proprietor of a Lot in a Neighbourhood Scheme on which an adjoining Lot encroaches (Lot Burdened) must accept any Permitted Encroachments onto that Lot and, without limitation, and subject to this By-Law, must in respect of the Permitted Encroachment, consent to the creation of any easement under Section 88B of the Conveyancing Act 1919 which benefits the adjoining Lot (Lot Benefited) and burdens the Lot Burdened.
- 4.12.3 An easement created under this By-Law should require that the proprietor of a Lot Burdened to:
- (a) refrain from causing or permitting any support provided by the soil of the lot burdened to the Permitted Encroachment to be removed; and
  - (b) use best endeavours to prevent any damage to or defacement of a Permitted Encroachment; and
  - (c) grant reasonable access to the Lot Burdened for the proprietor of the Lot Benefited (or that proprietor's agents) to inspect, repair, paint or replace a Permitted Encroachment.
- 4.12.4 An easement created under this By-Law should entitle the proprietor of a Lot Benefited to maintain and keep that part of the structure which is a Permitted Encroachment on and over that part of a Lot Burdened.
- 4.12.5 An easement created under this By-Law should require the proprietor of a Lot Benefited to:
- (a) except in the case of emergency, give the proprietor of a Lot Burdened not less than 7 days notice of access;
  - (b) cause as little disturbance to the Lot Burdened or its occupants as reasonably possible; and
  - (c) promptly make good all damage occasioned to that Lot.
- 4.12.6 An easement created under this By-Law should require the proprietor of the Lot Benefited to indemnify the proprietor of the Lot Burdened against:

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- (a) any costs, damages, expenses or awards arising out the existence of any encroachment referred to in this By-Law; or
- (b) the exercise by the proprietor of the Lot Benefited of any rights under the easement.

4.12.7 In this By-Law, the word "proprietor" includes lessee, occupier, mortgagee and covenant chargee.

**BY-LAW 4.13 INTEGRATED HOUSING**

4.13.1 A proprietor or occupier of a Lot must not erect a dwelling on any Lot less than 550m<sup>2</sup> in area unless the dwelling is in accordance with the siting and design provisions of Great Lakes Council's Policy for Integrated Housing (D.C.P.No.7).

4.13.2 A proprietor or occupier of a Lot must ensure that the design of a dwelling erected under this By-Law maximises solar access, acoustic and visual privacy and provides adequate and usable open space accessible to interior living areas to the satisfaction of the Great Lakes Council.

**BY-LAW 4.14 MINIMUM AREAS**

4.14.1 Despite any requirements of By-Law 1.1 and 1.2, the following minimum size covenant applies to a dwelling on a Lot in a Neighbourhood Scheme:

- (a) on any Lot of 400 square metres or less in area, a dwelling of not less than 115 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or
- (b) on any Lot not less than 400 square metres in size but not more than 550 square metres in area, a dwelling of not less than 130 square metres in area including any fully enclosed garage but excluding any carport, breezeway, patio or verandah; or

REPEALED

See Rg. 5051594  
See new by-laws  
filed as ANNEXURE 'A'

~~(c) on any Lot of 550 square metres or more in area, a dwelling of not less than 155 square metres in area including any fully enclosed garage but excluding any carport, breezeway, patio or verandah.~~

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**BY-LAW 4.15 REVETMENT WALLS**

4.15.1 Revetment Walls must be built to a design approved by Great Lakes Council on developed Lots with absolute frontage to any Waterbody to protect the Lot from erosion and to protect the Waterbody from pollution.

4.15.2 A proprietor or occupier of a Lot must not damage or deface a Revetment Wall, or fix any permanent item or structure to the Revetment Wall or alter or allow to be altered the level of the sand or soil abutting, or in the vicinity of the Revetment Wall.

4.15.3 Despite a Revetment Wall being located entirely within the boundary of a Lot, the Community Association is responsible for keeping the Revetment Wall in a true and structurally sound position.

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4.15.4 The proprietor or occupier of a Lot must allow the Community Association's servants and agents access to their Lot for the purpose of effecting any repairs that may be necessary to maintain the integrity of the Revetment Wall.

**4.16 DETENTION SYSTEM**

4.16.1 In this By-Law Detention System includes a Detention System installed from time to time as and when each Community Development Lot is developed, to help maintain the highest possible water quality in any Waterbody within the Community Parcel.

4.16.2 The proprietor or occupier of a Lot on which a Detention Tank is installed is responsible for the care and maintenance of the Detention Tanks and all ancillary fittings. The proprietor or occupier must, without limitation, prevent sediments, weedicides, pesticides, fertilizers, grass clippings or other foreign matter entering the Detention Tanks and provisions of By-Law 4.19 shall apply in this instance.

4.16.3 To protect the Detention Tanks no proprietor or occupier of a Lot must erect any structure whatsoever or drive any vehicle on that part of the Lot containing the Detention System, which area extends from the rear boundary of the Lot to a line five metres in from and parallel to the rear boundary of the Lot.

4.16.4 The proprietors or occupiers of a Lot must not remove or damage the grated drain extending across the width of the rear Lot alongside the Revetment Wall or the associated sediment pits which collect water draining from the grated drain to the Detention Tanks and must maintain these drains and pits in good working order, free of silt, leaves, grass, weeds or other substances, so as to prevent all such foreign material entering into the Detention Tanks.

4.16.5 The proprietors or occupiers of a Lot must ensure that all stormwater draining from any roof, driveway or patio to be erected on any Lot is piped to and connected into the nearest Detention Tanks via a pit or pits located adjacent to one or both of the side boundaries of the Lot. Each pit must contain a sediment trap of a volume no less than 0.2 cubic metres capacity each, and this trap or these traps must be regularly cleaned of all silt, leaves, grass, weeds or other substances by the proprietor or occupier.

4.16.6 Persons approved by the Community Association may enter upon any Lot for the purpose of inspecting any Detention Tank or ancillary drainage works.

*See Rq. 6346634  
See new by-laws  
filed as ANNEXURE 'D'  
14.12.1999*

**BY-LAW 4.17 JETTIES AND PONTOONS ON WATERBODIES**

4.17.1 The Community Association is empowered to enter into license agreements with proprietors of Lots, which abut any Waterbody owned or under the control of the Community Association, for the construction, maintenance, use, repair and removal of jetties and pontoons on the Waterbody, and any excavation necessary to create a berth for a vessel provided always that the proprietor accepts that such license agreement is not necessarily exclusive and the Community Association may at its absolute discretion authorise the adjoining neighbour to share any jetty and pontoon on the terms and conditions set out in this By-Law.

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- 4.17.2 The Community Association may grant a license under this by-law subject to:
- (a) the proprietor undertaking to comply with the terms of the license agreement including the requirement to maintain and keep the jetty and pontoon in good repair and condition;
  - (b) the proprietor obtaining the consent of the Community Association to construct a jetty and pontoon on a Waterbody adjoining the proprietor's Lot;
  - (c) the proprietor (and any successor in title) granted a license under this by-law (licensee) being responsible for the maintenance, repair and, if necessary, removal of the jetty and pontoon the subject of the license; and
  - (d) the license shall allow the permanent mooring of only one vessel per Lot on the jetty and pontoon and the condition of license shall specify the type, size and repair of any vessel allowed to be moored on any jetty or pontoon in the Waterbody.
- 4.17.3 The Executive Committee will generally consent to the construction of a jetty and pontoon on a Waterbody owned by or under the control of the Community Association if the jetty and pontoon:
- (a) accords with Architectural and Landscape Standards for the construction of a jetty and pontoon;
  - (b) does not unduly interfere with the use and enjoyment of the Waterbody by other proprietors, occupiers and Authorised Visitors; and
  - (c) is specifically located adjacent to and parallel with the boundary of the Lot nominated by the Original Proprietor as the boundary from which a jetty and pontoon may extend ("Designated Boundary").
- 4.17.4 The Executive Committee may refuse or approve an application for the erection of a jetty and pontoon on a Designated Boundary under this By-Law with or without conditions.
- 4.17.5 To enhance the aesthetics of the Waterbody, all jetties and pontoons have been designed to accommodate two vessels and, as a consequence, most jetties and pontoons will be required to be erected parallel with, and in a line with, the middle of the Designated Boundary.
- 4.17.6 (a) Where only one proprietor of a Lot applies to erect a jetty and pontoon, or the Designated Boundary does not abut a property on which a residential home may be erected, the proprietor is responsible for the full cost of the erection and maintenance.
- (b) Where the proprietors of two adjoining Lots sharing a Designated Boundary agree to a joint application, the cost of erecting and maintaining the jetty and pontoon must be shared equally between the proprietors.

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- (c) Where an application is made by an adjoining owner not being the original applicant to share an existing jetty and pontoon, the subsequent applicant shall reimburse the original applicant half the current cost of replacing the jetty and pontoon, which amount shall be agreed between the parties and if such agreement is not forthcoming, then for an amount set by the Community Association. The original applicant shall be paid the amount determined from time to time by the Community Association less a 5% administration fee which shall be retained by the Community Association and form part of its sundry revenue.
- 4.17.7 Persons approved by the Community Association may enter onto the Lot and the jetty and pontoon the subject of the license agreement to do anything which should have been done by the licensee but which has not been done or not done properly in the construction and landscaping of the jetty and pontoon and the immediate environment.
- 4.17.8 If the Community Association exercises its right under this By-Law then for as long as it is necessary and at the cost of the licensee the Community Association and persons authorised by it may enter the Lot and remain there for as long as is necessary to carry out the works required under the license agreement to remove, and repair the jetty and pontoon.
- 4.17.9 Persons authorised by the Community Association may enter and remain on the Lot and any structure erected under the license agreement only after the date specified in a notice given to the licensee by the Community Association stating its intention to so enter and carry out the works.
- 4.17.10 The licensee must pay or reimburse the Community Association 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 license or under this By-Law.

**BY-LAW 4.18 TV AERIALS**

A proprietor or occupier of a Lot must not erect any television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device on any Lot where such device is visible from the street fronting the Lot or from Community Property unless the Lot is not provided with access to a cable capable of delivering:

- (a) television signals direct from any conventional television station transmitting to the area; and
- (b) television signals from any satellite transmitting to the area; and
- (c) television signals from any MDS television transmitter, transmitting to the area.

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Should a lot not be provided with access to (a), (b) and (c) the proprietor or occupier must not erect a television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device without the consent of the Executive Committee.

**BY-LAW 4.19 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY**

- 4.19.1 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 been done properly.
- 4.19.2 If the Community Association exercises its right under By-Law 4.11.1, 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.
- 4.19.3 The Community Association may enter and remain on a Lot under By-Law 4.11.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Community Association stating its intention to so enter.

**BY-LAW 4.20 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES**

- 4.20.1 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.
- 4.20.2 The costs, charges and expenses under By-Law 4.12.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

**BY-LAW 4.21 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE**

The Community Association is not liable for damage to, or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

**BY-LAW 4.22 INTEREST ON OVERDUE MONEY**

- 4.22.1 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 is due for payment and remains unpaid from and including the date it is due for payment.
- 4.22.2 During the period that an amount under this By-Law remains unpaid, on demand or at times notified by the Community Association, interest will 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 \$100,000.

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- 4.22.3 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 referred to in this By-Law.
- 4.22.4 Nothing in this By-Law 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.

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PART 5

BY LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 5 ORION ENERGY RIGHTS FOR ELECTRICITY TRANSMISSION LINES (OVER-HEAD AND/OR UNDERGROUND)

5.1.1 Full and free right leave liberty and licence for Orion Energy ("Transferee") its successors and assigns, its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf:

- (a) to erect construct place inspect alter repair renew maintain and use of Community Property ("Servient Tenement") overhead and/or underground electricity transmission mains wires and cables and the supports therefore (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the Community Association ("Transferor") hereby acknowledges is vested in the Transferee); and
- (b) to cause or permit electricity to flow or to be transmitted through and along the said mains wires and cables; and
- (c) with or without vehicles and plant and equipment to enter and be in the Servient Tenement for the purposes of exercising any right leave liberty or licence granted hereunder; and
- (d) to cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the Servient Tenement and which in the opinion of the Transferee may or may be likely to interfere with any right leave liberty or licence granted hereunder; and
- (e) for the purpose of gaining access to the Servient Tenement, with or without vehicles, plant and equipment enter, be upon traverse and depart from land adjoining the Servient Tenement owned by the Transferor its successors and assigns.

5.1.2 This By-Law may not be amended or revoked without the consent of Orion Energy.

BY-LAW 5.2 WATER QUALITY

5.2.1 The Community Association is responsible for, and must maintain at its cost, the water quality in the Waterbody at any standards that may be specified from time to time by Council.

5.2.2 At the time of preparation of a water quality strategy <sup>by</sup> the Developers, <sup>Ac</sup> Council may specify:

- (a) water quality standards, including recreational and biological, that are to be maintained within the Waterbody;

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- (b) water sampling and testing locations and procedures so as to monitor water quality within the Waterbody; and
  - (c) if Council considers it appropriate, means of achieving and maintaining the water quality within the Waterbody.
- 5.2.3 The Community Association is responsible for water quality monitoring and subsequent reporting in accordance with any reasonable requirements of Council.
- 5.2.4 The Community Association must ensure that an appropriately qualified person approved by Council, undertake the ongoing sampling and testing referred to in this By-Law.
- 5.2.5 If the sampling and testing referred to in this By-Law indicates water quality of a significantly lesser standard than that which Council has specified, the Community Association must prepare and implement a remediation plan to improve the water quality.
- 5.2.6 The Waterbodies must be managed by the Community Association so as to maximise their pollution control function, provide habitat, and ensure that usage for primary contact water based recreation is restricted.
- 5.2.7 A code of practice describing best household and land and water management practice to ensure high quality stormwater runoff must be prepared and implemented by the Community Association.
- 5.2.8 The Community Association will be responsible, at its cost, for the maintenance of the visual standard of the Waterbody, including the removal of excessive weed or algal growth.

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BY-LAW 5.2.9  
ADDED.  
SEE ANNEXURE "F"



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**PART 6**

**BY-LAW 6.1 DEFINITIONS, INTERPRETATION AND GENERAL**

6.1.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"**Access Way**" means the Private Access Way or Open Access Way shown on the Access Way Plan registered with this Management Statement as amended from time to time).

"**Animal**" means an animal, reptile, insect or bird.

"**Annual General Meeting**" means an annual general meeting of the Community Association other than the first annual general meeting.

"**Architectural and Landscape Standards**" means any standards prescribed by the Community Association or a Subsidiary Body for the Community Scheme or the relevant Subsidiary Scheme as amended from time to time.

"**Area Not Required for Development**" means that part of the Community Property identified as "Area Not Required For Development" on the Concept Plan.

"**Authorised Visitor**" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

"**Building Modification**" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on a Lot or Community Property or Subsidiary Association Property.

"**By-Law**" means a by-law in the Management Statement.

"**Common Property**" means the common property in a Strata Scheme.

"**Community Property**" means lot 1 in the Community Plan.

"**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.

"**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.

"**Community Parcel**" means the land the subject of the Community Scheme.

"**Community Plan**" means the deposited plan registered with this Management Statement.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**



DP 270100

**MANAGEMENT STATEMENT**  
Sheet 31 of 40 Sheets

**"Community Property"** means the lot shown in the Community Plan as community property.

**"Community Scheme"** means:

- (a) the subdivision of land by the Community Plan;
- (b) the subdivision of land in the Community Plan by a Subsidiary 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 and the Strata Titles Act 1973 in relation to the Community Association, Community Property, any Subsidiary Body and persons having interests in, or occupying Lots.

**"Community Titles Legislation"** means the Development Act, the Management Act and cognate legislation.

**"Concept Plan"** means the plan labelled as the concept plan contained in part 7 of this Management Statement.

**"Council"** means the relevant consent authority for subdivision or development approval.

**"Detention Tanks"** means the stormwater detention system located behind the Revetment Wall built into all lots with absolute frontage to a Waterbody.

**"Development Act"** means the Community Land Development Act 1989 and regulations made under it.

**"Development Activities"** means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

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MANAGEMENT STATEMENT  
Sheet 32 of 40 Sheets

"Development Conditions" means:

- (a) all damage to or interference with the Community Parcel must be made good at the expense of the Developers as soon as possible after that damage or interference occurs.
- (b) the interference with the use or enjoyment by proprietors or occupiers of Lots or of the Community Property must, insofar as it is consistent with the carrying out of Development Activities, be kept to a minimum; and
- (c) on completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.

"Development Rights" means:

- (a) **Access Rights** - complete and unrestricted access by foot or motor vehicle over Community Property;
- (b) **Parking Rights** - the right to park motor vehicles and equipment on Community Property;
- (c) **Temporary Facilities** - the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) **Right to Install Services** - the right to install (or arrange installation of) Services on Community Property;
- (e) **Right to Connect Services** - the right to connect Services within Community Property; and
- (f) **Right to Attach Signs** - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property;
- (g) **Right to Conduct Sales** - the right to conduct Sales Activities on the Community Property.

"Electricity Provider" means any electricity supply authority including, without limitation, Orion Energy.

"Executive Committee" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"First annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Former Community Development Lot" means a Strata Parcel or Neighbourhood Parcel that, before it became subject to a Strata Scheme or Neighbourhood Scheme, was a Community Development Lot.

"Function" includes a power, authority and duty.

"General Meeting" means:

- (a) an annual general meeting; or

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE



DP 270100

(b) a special general meeting

of the Community Association.

**"Landscape Modification"** means any modification, addition or alteration made on or to an existing landscaped area on a Lot or Community Property or Subsidiary Association Property.

**"Lot"** means a Community Development Lot, a Strata Lot or a Neighbourhood Lot.

**"Management Act"** means the Community Land Management Act 1989 and regulations made under it.

**"Management Statement"** means this community management statement as from time to time added to, modified or amended in accordance with the Community Titles Legislation.

**"Managing Agent"** means an agent appointed under section 50 of the Management Act.

**"Neighbourhood Association"** means the corporation that:

- (a) is constituted by section 25 of the Development Act on the registration of a Neighbourhood Plan; and
- (b) is established as a neighbourhood association by section 7 of the Management Act.

**"Neighbourhood Parcel"** means land the subject of a Neighbourhood Plan.

**"Neighbourhood Plan"** means a neighbourhood plan which subdivides a Community Development Lot.

**"Neighbourhood Property"** means the lot shown in a Neighbourhood Plan as neighbourhood property.

**"Neighbourhood Scheme"** means:

- (a) the subdivision of land by a Neighbourhood Plan;
- (b) the proposals in any related Development Contract; and
- (c) the rights conferred and the obligations implied, by or under the Community Titles Legislation in relation to the Neighbourhood Associations, Neighbourhood Property and the proprietors and other persons having interests in, or occupying Neighbourhood Lots.

**"New Construction"** means building work that is intended to be carried out on a Lot or Community Property or Subsidiary Association Property.

**"Open Access Way"** means an open access way set apart under section 41 of the Development Act.

**"Open Space Area"** means those parts of the Community Parcel intended as passive recreation or communal open space areas.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  NB 21.3.1996

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"Original Proprietor" means Crighton Properties Pty Ltd (ACN 000 830 875) and persons authorised by it.

"Pedestrian Accessways" means any parts of the Community Property designated or intended for use as a pedestrian thoroughfare.

"Prescribed Diagram" has the meaning given to it in the Development Act.

"Private Access Way" means a private accessway set apart under section 44 of the Development Act.

"Private Service" means a Service in the Community Parcel which is not a Statutory Service.

"Prohibited Activities" means:

- (a) riding skateboards; or
- (b) using rollerskates or rollerblades; or
- (c) playing; and
- (d) on Pedestrian Access Ways only, riding bicycles.

"Proprietor" includes lessees, occupiers, mortgagees, and covenant chargees.

<sup>'Reserve'</sup>  
"Restricted Subsidiary Association Property" means:

- (a) in the case of a Neighbourhood Scheme, the Neighbourhood Property, (including, without limitation, Waterbodies and recreational facilities) limited to a depth of 20 metres below natural ground level; and
- (b) in the case of a Strata Scheme, all external Common Property open space areas.

"Revetment Wall" means a wall constructed across the rear of a Lot with absolute frontage to a Waterbody.

"Rules" means the rules made under By-Law 4.8.

"Sales Activities" means activities relating to the sale, including sale by auction, of Lots or leasing of Lots and all ancillary activities.

"Secretary" means the secretary of the Executive Committee.

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems.

"Service" includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil; and
- (b) the provision of sewerage and drainage; and

8537409  
SEE ~~857409~~  
BY-LAW ADDED  
SEE ANNEXURE 'E'  
REGISTERED 9-5-2002



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IN LAND TITLES OFFICE

REGISTERED  MB 21.3.1996

**MANAGEMENT STATEMENT**

Sheet 35 of 40 Sheets

DP 270100

- (c) transmission by telephone, radio, television satellite or other means; and
- (d) security systems; and
- (e) any other facility, supply or transmission.

"Service Line" means a pipe, wire, cable, duct, or pole by means of which a Service is or is to be provided.

"Service Provider" means any statutory or governmental authority that provides a Service to the Community Parcel such as, without limitation, the Water Board, Telecom Australia or an Electricity Provider and any authorities or corporations assuming their Functions.

"Sinking Fund" means the sinking fund referred to in clause 12 part 4 of schedule 1 of the Management Act.

"Special Facilities" means any special facilities provided on the Community Property or under the control of the Community Association (such as under a lease to the Community Association or restricted use of Subsidiary Association Property granted to the Community Association) including, without limitation, any special facilities shown on the Concept Plan or expressly referred to in any By-Law dealing with special facilities.

"Statutory Service" means a Service in the Community Parcel provided by a Service Provider.

"Strata Scheme" means:

- (a) a strata scheme under the Strata Act that is part of the Community Scheme;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Strata Act and the Community Titles Legislation in relation to the scheme.

"Strata Act" means the Strata Titles Act, 1973.

"Strata Corporation" means a body corporate constituted by section 54 of the Strata Act for a Strata Scheme.

"Strata Lot" means a lot within the meaning of the Strata Act that is part of the Community Scheme.

"Strata Parcel" means the land the subject of a Strata Scheme.

"Strata Plan" means a strata plan under the Strata Act.

"Subsidiary Association Property" means Common Property or Neighbourhood Property or both.

"Subsidiary Body" means a Strata Corporation or Neighbourhood Association of the Community Scheme or both.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  MB 21-3.1996

**MANAGEMENT STATEMENT**

Sheet 36 of 40 Sheets

DP 270100

**"Subsidiary Plan"** means in the case of a Strata Corporation, a Strata Plan and in the case of a Neighbourhood Association, a Neighbourhood Plan.

**"Subsidiary Scheme"** means a Strata Scheme or a Neighbourhood Scheme.

**"Waterbody"** means a body or bodies of water artificially created in the Community Parcel.

6.1.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument, by-law or matter regulated by a by-law 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) 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; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

6.1.3 If the whole or any part of a provision of the By-Laws 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.

6.1.4 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.

6.1.5 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.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**



MB 21-3-1996

DP 270100

## MANAGEMENT STATEMENT

Sheet 37 of 40 Sheets

- 6.1.6 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.
- 6.1.7 Words or expression which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation, unless the context otherwise requires.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  MB 21-3-1996

DP 270100

MANAGEMENT STATEMENT

Sheet 38 of 40 Sheets

SIGNATURES, CONSENTS AND APPROVALS

DATED 15th day of MARCH 1996

THE COMMON SEAL of CRIGHTON  
PROPERTIES PTY LIMITED  
(ACN 000 830 875) is affixed in  
accordance with its articles of  
association in the presence of:



*L.M. barthy*  
Signature of Director

*Andrew Cox*  
Signature of Secretary/Director

DIRECTOR - *LORRAINE MCCARTHY*  
Name of Director (block letters)

ANDREW COX  
Name of Secretary/Director (block letters)

CERTIFICATE OF APPROVAL

It is certified :

- (a) that the consent authority has approved of the development described in Development Application No. 403/95 ; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 15th March, 1996

Signature on behalf of consent authority

WESTPAC BANKING CORPORATION ARBN 007 457 141  
by its attorney... CHRISTINE PHOEBE MALCOLM  
under Power of Attorney No. 231... Book 4059

~~Manager~~ MGR. LEGAL PROPERTY FINANCE GROUP  
~~Assistant to the Manager, Legal Sydney Units EBC~~

18 March 1996  
Witness MICHELLE A. KENCALO

(name) 130 Phillip St Sydney  
(business address)

*M. Kencalo*

R:P9600

e Halletsons Stephen Jaques 1996

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IN LAND TITLES OFFICE

REGISTERED MB 21-3-1996

**MANAGEMENT STATEMENT**

Sheet 39 of 40 Sheets

DP 270100

**PART 7**

**CONCEPT PLAN (SHEET )**

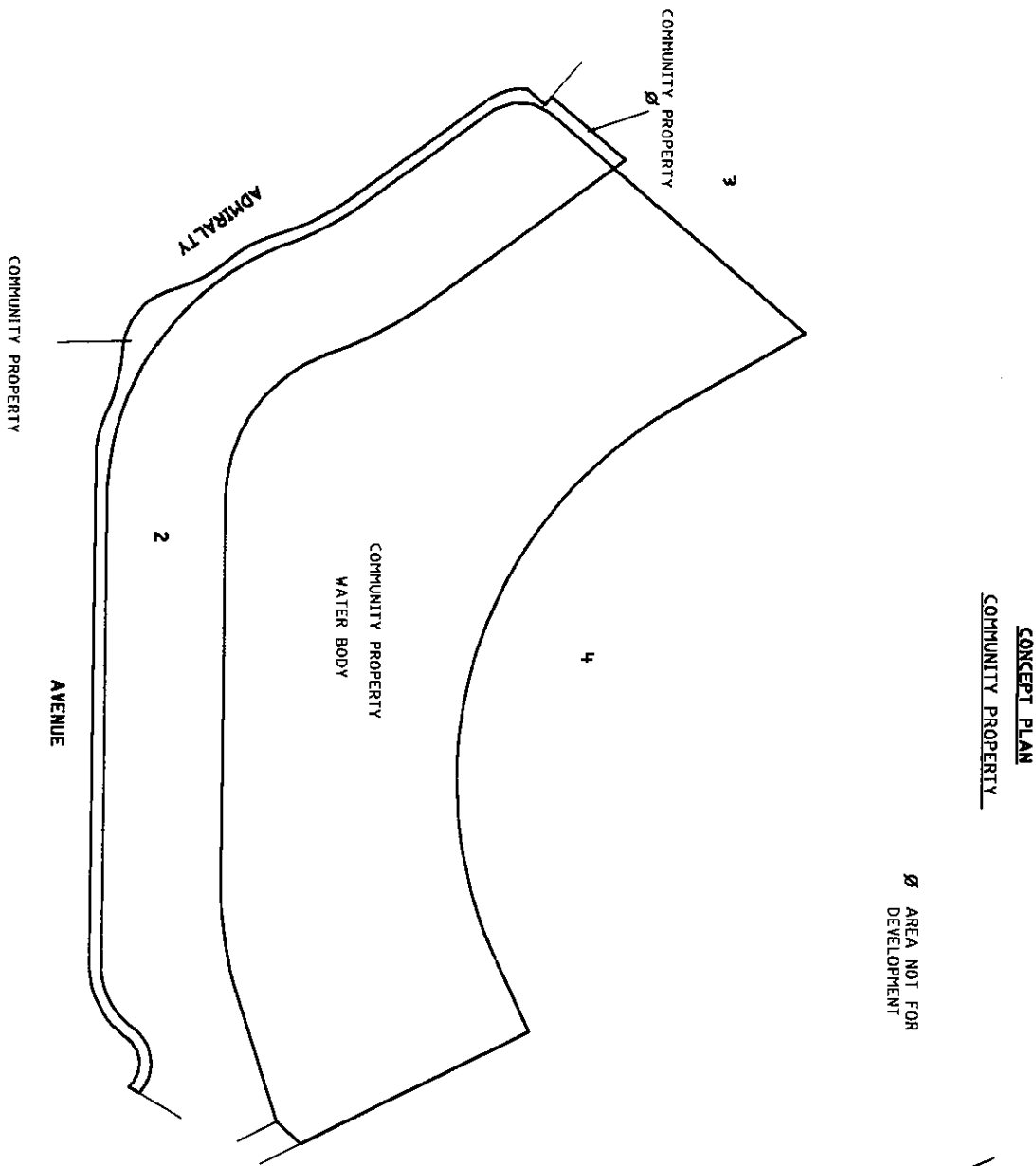
See attached plan showing Area Not  
Required for Development and Special Facilities

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  MB 21.3.1996

DP 270100

MANAGEMENT STATEMENT



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IN LAND TITLES OFFICE**

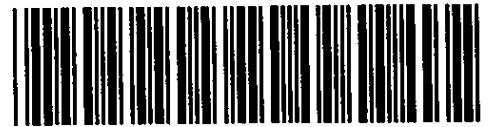
**REGISTERED**  MB 21.3.1996



Form: 97-11R  
Licence: 10V/0559/96  
Edition: 9804

**REQUEST**  
New South Wales  
Real Property Act 1900

5851594Q



**MANAGEMENT STATEMENT**

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

**DP270100**

**ANNEXURE 'A'**

(B) **TORRENS TITLE**

1/270100

(C) **REGISTERED DEALING**

If applicable

(D) **LODGED BY**

LTO Box <b>28A</b>	Name, Address or DX and Telephone <b>GALLOWAY &amp; CO.</b> Phone: (02) 9233 1011 Fax: (02) 9232 6491 DX 340, SYDNEY L.T.O. Delivery 28A Reference (optional): <i>Crighton - Manage</i>	CODE <b>R</b>
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(E) **APPLICANT**

COMMUNITY ASSOCIATION DP NO 270100

(F) **NATURE OF REQUEST**

AMENDMENT TO MANAGEMENT STATEMENT  
Section 39 Community Land Development Act 1989

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  *ja 28.6.99*

DP270100

MANAGEMENT STATEMENT

ANNEXURE TO REQUEST

REQUEST AMENDMENT OF MANAGEMENT STATEMENT  
Section 39 community land Development Act 1989

The Applicant certifies that, by a unanimous resolution passed on 17 May 1999  
in accordance with section 14 of the Community land Management Act 1989, it amended  
the management statement as follows:

REPEALED BY-LAW 4.14 (c)

ADDED BY-LAW NO 4.14 (d), (e) & (f)

~~REPEALED~~ on any Lot not less than 550 square metres in size but not more than 800 square  
metres in area, a dwelling of not less than 155 square metres in area including  
any fully enclosed garage, but excluding any carport, breezeway, patio or veran-  
dah; or  
See new by-laws filed as ANNEXURE 'B' Q 26-8-1999

~~(e)~~ on any Lot not less than 800 square metres in size but not more than 1000 square  
metres in area, a dwelling of not less than 180 square metres in area including any  
fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or

(f) on any lot of 1000 square metres or more in area, a dwelling of not less than 250  
square metres in area including any fully enclosed garage, but excluding any  
carport, breezeway, patio or verandah.

REPEAL BY-LAWS 3.3.5, 3.3.6, 3.3.7 AND 3.3.8

REGISTERED REPLACE WITH BY-LAWS  
9-5-2002

~~3.3.5(2) A fence may be constructed five metres from and parallel with a boundary line  
abutting a waterbody ("waterbody fence").~~

~~3.3.6(2) If a Waterbody Fence is constructed it must:~~

- ~~(a) be constructed of powder coated aluminium "looped" pool fencing;~~
- ~~(b) not exceed 1.2 metres in height;~~
- ~~(c) be of a colour that is in keeping with the external walls of any dwelling  
constructed on the Lot; and~~
- ~~(d) not be constructed of solid "Colourbond" fencing or other similar material.~~

~~3.3.7(2) An existing Waterbody Fence constructed on a Lot adjacent to Community  
property or Association Property that is a Public Walkway or public open space,  
must not be altered without the written approval of the Original Proprietor or  
Executive Committee according to By-Law 1.3.~~

SEE 8537409 BY-LAW REPEALED  
REPEALED  
SEE ANNEXURE 'E'  
REGISTERED  
9-5-2002

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED Q 28.6.99

DP270100

MANAGEMENT STATEMENT

~~3.3.8(2) A fence constructed along the side and rear boundary lines of a lot that are not waterbody fences ("neighbourhood fences") must:~~

SEE 8537409 BY-LAWS  
REPEALED REPLACED  
SEE ANNEXURE 'E'  
REGISTERED  
9-5-2002



- ~~(a) be constructed at least 1 metre to the rear of the building line;~~
- ~~(b) be at least 5 metres from a waterbody boundary line;~~
- ~~(c) be of a height of 1800mm except for the end closest to a waterbody boundary, which may taper to 1200mm in height from a point located 4.8 metres from the end of that fence; and~~
- ~~(d) be constructed of:
  - ~~(i) lapped and capped timber palings treated with copper chormium arsenate (C.C.A.);~~
  - ~~(ii) bagged and painted brick;~~
  - ~~(iii) brushwood; or~~
  - ~~(iv) any other material approved by the Executive Committee.~~~~

DELETE THE DEFINITION OF "WATERBODY" IN BY-LAW 6.1 AND REPLACE IT WITH:

"Waterbody" means a body or bodies of water artificially created or proposed to be created in the Community Parcel.

ADD BY-LAW NO 5.3

**BY-LAW 5.3 WETLAND MANAGEMENT ZONE**

- 5.3.1 The Community Association is responsible for, and must maintain the vegetation in any Wetland Management Zone (which is delineated and marked as such on the Community Plan) at all times. Artificial fertilizers or pesticides are not to be used within this zone.
- 5.3.2 The Community Association must ensure the dumping of rubbish is prohibited within this zone.
- 5.3.3 Despite the Wetland Management Zone being located entirely within the boundary of a Lot, the Community Association is responsible for enforcing the above by-laws. The proprietor of the Lot must allow the Community Association's servants and agents access to their Lot for the purpose of effecting any maintenance required.
- 5.3.4 The Community Association is empowered to take action against those proprietors found contravening 5.3.1 and 5.3.2 via Part Four of the Community Land Management Act 1989.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  28.6.99

Sheet 3 of 5 Sheets

DP270100

MANAGEMENT STATEMENT

The community association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

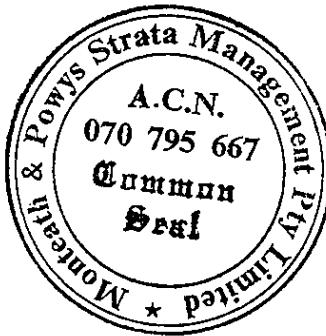
THE COMMON SEAL OF )  
COMMUNITY ASSOCIATION )  
DEPOSITED PLAN NO 270100 )  
was affixed on ) .....  
in the presence of Monteath & )  
Powys Strata Management Pty )  
Limited being the person )  
authorised by section 8 of the )  
Community Land Management )  
Act 1989 to attest the affixing )  
of the seal. ) .....

THE COMMON SEAL OF )  
MONTEATH & POWYS STRATA )  
MANAGEMENT PTY LIMITED was )  
hereunto affixed by authority of its )  
Board of Directors in the presence )  
of: ) .....



*Paul Power*

*Monteath*



**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  28.6.99

**DP270100**

**MANAGEMENT STATEMENT**

We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE:**

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

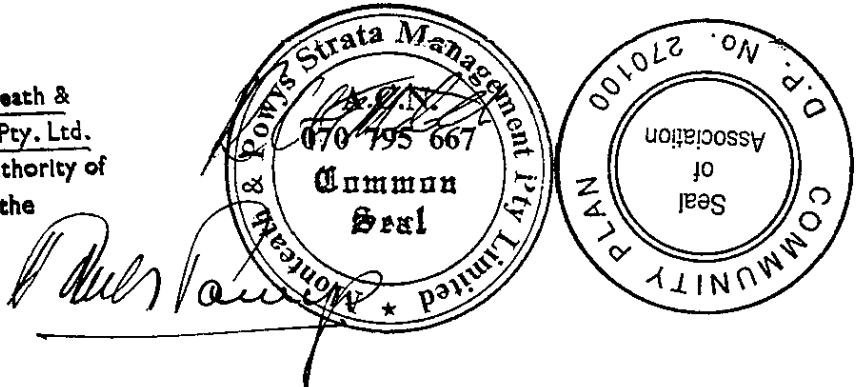
Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:



**EXECUTION INCLUDING STATUTORY DECLARATION**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at

in the State of

on

in the presence of-

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Qualification of witness:

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  28.6.1999

Form: 97-11R  
Licence: 10V/0559/96  
Edition: 9804

**REQUEST**  
New South Wales  
Real Property Act 1900

Land Titles Office use only

Do not affix additional pages here:  
use the left-hand corner

**MANAGEMENT STATEMENT**

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

**DP270100**

**ANNEXURE 'B'**

(B) **TORRENS TITLE**

1/270100

(C) **REGISTERED DEALING**

If applicable

(D) **LODGED BY**

LTO Box  28A	Name, Address or DX and Telephone <b>GALLOWAY &amp; CO.</b> Phone: (02) 9233 1011 Fax: (02) 9232 6491 DX 340, SYDNEY L.T.O. Delivery 28A Reference (optional): <b>CRIGHTON : 270100.</b>	CODE  <b>R</b>
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(E) **APPLICANT**

COMMUNITY ASSOCIATION DP NO 270100

(F) **NATURE OF REQUEST**

AMENDMENT TO MANAGEMENT STATEMENT

Section 39 Community Land Development Act 1989

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  ja 26.8.99

*RM*

**DP270100**

**MANAGEMENT STATEMENT**

**ANNEXURE TO REQUEST**

**REQUEST**      **AMENDMENT OF MANAGEMENT STATEMENT**  
Section 39 Community Land Development Act 1989

The applicant certifies that, by a unanimous resolution passed on 5 July, 1999 in accordance with section 14 of the Community Land Management Act 1989, it amended the management statement as follows:

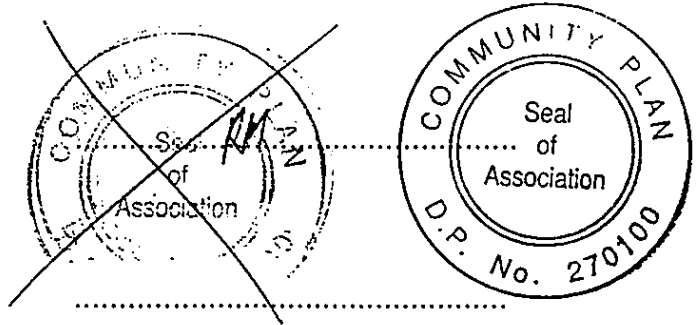
REPEALED BY-LAW 4.14 (d) & (e)

ADDED BY-LAW NO 4.14 (g) & (h)

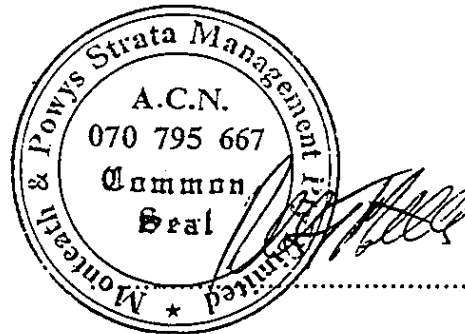
- (g) on any Lot not less than 550 square metres in size but not more than 801 square metres in area, a dwelling of not less than 155 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or
- (h) on any Lot not less than 801 square metres in size but not more than 1000 square metres in area, a dwelling of not less than 180 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah.

The Community Association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

THE COMMON SEAL OF  
COMMUNITY ASSOCIATION  
DEPOSITED PLAN NO 270100  
was affixed on  
in the presence of Monteath &  
Powys Strata Management Pty  
Limited being the person  
authorised by Section 8 of the  
Community Land Management  
Act 1989 to attest the affixing  
of the seal.



THE COMMON SEAL OF  
MONTEATH & POWYS STRATA  
MANAGEMENT PTY LIMITED was  
hereunto affixed by authority of its  
Board of directors in the presence  
of:



**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

REF: /LM

**REGISTERED**           *ja 26.8.99*

DP270100

MANAGEMENT STATEMENT

We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE: 12 July, 1999

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

Signature of witness: *C. Paul*

Signature of applicant: *[Signature]*

Name of witness: C. Paul

Address of witness: 25 Bolton St,  
Newcastle



The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereto affixed by authority of the Board of Directors in the presence of:



EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at Newcastle  
in the State of NSW

on 12/7/99

in the presence of-

Signature of witness: *C. Paul*

Signature of applicant: *[Signature]*

Name of witness: C. Paul

Address of witness: 25 Bolton St,  
Newcastle

Qualification of witness: Strata Manager

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED 26.8.99



Form: 97-11R  
Licence: 10V/0559/96  
Edition: 9804

1/2  
**REQUEST**  
New South Wales  
Real Property Act 1900

6346634X



**MANAGEMENT STATEMENT**

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

**DP270100**

**ANNEXURE 'D'**

(B) **TORRENS TITLE**

1/270100	
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(C) **REGISTERED DEALING**

If applicable

(D) **LODGED BY**

LTO Box <b>28A</b>	Name, Address or DX and Telephone. <b>GALLOWAY &amp; CO.</b> Phone: (02) 9233 1011 Fax: (02) 9232 6491 DX 340, SYDNEY L.T.O. Delivery 28A Reference (optional): <i>Crighton DP270100</i>	CODE <b>R</b>
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(E) **APPLICANT**

**COMMUNITY ASSOCIATION DP NO 270100**

(F) **NATURE OF REQUEST**

**AMENDMENT TO MANAGEMENT STATEMENT**  
Section 39 Community Land Development Act 1989

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  *14.12.1999*

*AMR*

All handwriting must be in block capitals.  
A set of notes on this form (97-11R-2)  
is available from the Land Titles Office.

(H) STANDARD EXECUTION

DP270100

We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE: 8 November 1999

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

**MANAGEMENT STATEMENT**

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:



*Blaw*  
Secretary.



**EXECUTION INCLUDING STATUTORY DECLARATION**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at

in the State of

on

in the presence of-

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Qualification of witness:

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  *ja* 14.12.1999

DP270100

**MANAGEMENT STATEMENT**

**ANNEXURE TO REQUEST**

**AMENDMENT OF MANAGEMENT STATEMENT**  
Section 39 Community Land Development Act 1989

The Applicant certifies that, by a unanimous resolution passed on ...13./10./99 in accordance with Section 14 of the Community Land Management Act 1989, it amended the management statement as follows:

**ADD BY-LAW NO 2.1.10**

Notwithstanding By-Law 2.1.1., the Proprietors for the time being of Lots 27 and 28 in DP 1004218, shall have the right of full use of the Community Property in DP 270100 and Neighbourhood Property in DP 285585 provided that such proprietors abide by the By-Laws and the Rules of the Community Association 270100.

Lot 27 is to contribute 3% and Lot 28, 5% of the total Administrative Fund levy, total Sinking Fund Levy or total Special Levy that is set from time to time by the Neighbourhood Association of DP 285585.

**ADD BY-LAW NO 4.16.7**

Notwithstanding anything contained in By-Law 4.16.3 above, the Community Association, through the Review Committee of the Architectural & Landscape Guidelines, may permit the addition of approved materials used for the purpose of landscaping, provided no such materials raise any part of the lot containing the Detention System (which area extends from the rear boundary of the Lot to a line five (5) metres in from and parallel to the rear boundary of the lot), more than 300mm above the original finished surface of the land.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  *gr* 14.12.1999

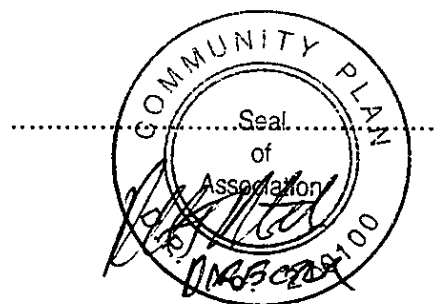
*gr*  
*Q*

DP270100

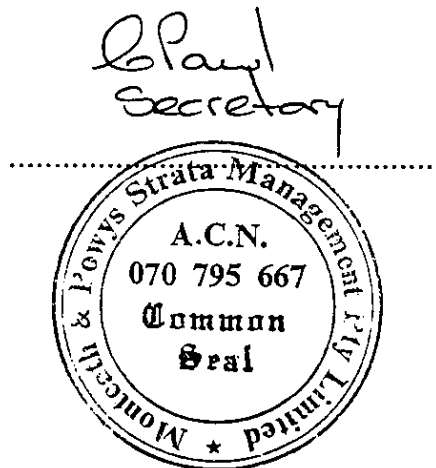
MANAGEMENT STATEMENT

The Community Association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

THE COMMON SEAL OF )  
COMMUNITY ASSOCIATION )  
DEPOSITED PLAN NO 270100 )  
Was affixed on 8 November 1999 )  
In the presence of Monteath & )  
Powys Strata Management Pty )  
Limited being the person )  
Authorised by Section 8 of the )  
Community Land Management )  
Act 1989 to attest the affixing )  
Of the seal. )



THE COMMON SEAL OF )  
MONTEATH & POWYS STRATA )  
MANAGEMENT PTY LIMITED was )  
Hereunto affixed by authority of its )  
Board of directors in the presence )  
Of: )



**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**  *ga* 14.12.1999

Form: 21CSM  
 Licence: 98M111  
 Edition: 0105

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

Leave this space clear. Affix additional

New South Wales  
 Section 39  
 Community Land Development Act

**DP 270100  
 MANAGEMENT STATEMENT  
 ANNEXURE 'E'**

**PRIVACY NOTE: this information is legally required and will**

(A) **TORRENS TITLE**

Folio of the Register for the Association Property 1 / DP 270100	
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(B) **LOGGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
269B	DUTTON & TANKO P/L Reference (optional): MONTEATH 1	CS

(C) **APPLICANT**

Community/ <del>Neighbourhood/Precinct Association</del>	Deposited Plan No. DP 270100
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(D) The applicant certifies that by a special/~~unanimous~~ resolution passed on 25 FEBRUARY 02nd in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
	as fully set out below

(F) **TEXT OF ADDED BY-LAW**

By-Law 3 (See annexure marked "A" attached)

Amended By-Law 6.1

RESOLVED that by Special Resolution By-Law 6.1 of the Community Management Statement Dictionary be amended by adding:-

"Reserve" means a parcel of neighbourhood, precinct or community land maintained by either the neighbourhood, precinct or community associations and set aside for the amenity, enjoyment and pedestrian/bicycle thoroughfare of the community.

(G) The common seal of the community/neighbourhood/precinct association deposited plan \_\_\_\_\_ was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:  
 Name of witness:  
 Date:

REGISTERED  9-5-2002

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 IN LAND TITLES OFFICE**

All handwriting must be in block capitals.

A set of notes on this form (21CSM-2) is available from Land and Property Information NSW.

**DP 270100  
MANAGEMENT STATEMENT**

**“A”**

**This is page 1 of the Annexure marked “A referred to in the Change of By-Laws relating to DP 270100 and certified by the Owners of Deposited Plan No. 270100 dated 25 February 2002.**

7. RESOLVED that by Special Resolution the Crighton Properties Pty Ltd proposal to amend By-Laws 3.3.5(2), 3.3.6(2), 3.3.7(2) and 3.3.8(2) as outlined be accepted and adopted for Community Management Statement DP 270100.

3.3.5(3) A rear fence may only be constructed on any lot abutting a water body if this fence is located five metres from and parallel with a rear boundary line abutting that water body (“water body fence”)

3.3.6(3) A rear fence may only be constructed on any lot abutting a neighbourhood, precinct or community property if that fence is located on the rear boundary line abutting that neighbourhood, precinct or community property (“reserve fence”)

3.3.7(3) If a water body or reserve fence is constructed on any lot, it:

- a) must be of a powder coated aluminium “looped” top (pool fencing)
- b) must be 1.2 metres in height
- c) must be of a colour that is Dark Green or (with the consent of the Review Committee) in keeping with the external walls of any dwelling constructed on the Lot; and
- d) may be sheeted on the side facing the home with dark green painted “weathertex” (for privacy) provided this material does not extend above the top of that fence.

3.3.8(3) If any fence already exists on any side boundary of any Lot adjacent to Community, Neighbourhood or Precinct Property then that fence must not be altered without the prior written approval of the Original Proprietor or Executive Committee according to By-Law 1.3.

REGISTERED



9-5-2002

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

20 of 3

**DP 270100**  
**MANAGEMENT STATEMENT**

3.3.10 If any side boundary fence is constructed to meet a water body fence line or a reserve fence line then that fence:

- a) must be (other than for (c) below) 1800mm in height
- b) must not be constructed further forward than a point 1 metre to the rear of the building line.
- c) must not be constructed further back than 4.8 metres from a water body fence line or a reserve fence line, unless that 4.8 metre portion of that fence tapers from the point 4.8 metres back from the water body or reserve fence to 1200mm in height where that fence meets the water body or reserve fence line.
- d) must be constructed of:
  - i) lapped and capped timber paling treated with copper chromium arsenate (CCA).
  - ii) bagged and painted brickwork
  - iii) brushwood; or
  - iv) any other material approved by the Executive Committee.

3.3.11 If a rear boundary fence on a lot other than a lot containing a water body or reserve fence or a lot with more than one frontage to a public road (a corner lot) is to be erected, this fence shall be erected no further forward than one metre behind the designated building alignment and must be located on the lot boundary and must be of a height of 1800mm and must be constructed of brick, rendered masonry, brushwood or C.C.A.(Copper Chromium Arsenate) treated lap and cap timber.

3.3.12 If a side boundary fence on a lot with more than one frontage to a public road (a corner lot) shall be erected, then the location of that fence shall be subject to Great Lake's Shire Council's requirements and the fence shall be constructed of brick, rendered masonry, brushwood or C.C.A. (copper Chromium Arsenate) treated lap and cap timber.

REGISTERED



ca

9-5-2002

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

383

Form: 21CSM  
Licence: 98M111  
Edition: 0105

# AMENDMENT OF MANAGEMENT STATEMENT

# DP 270100 MANAGEMENT STATEMENT

New South Wales  
Section 39

Community Land Development Act 198

ANNEXURE 'F'

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property <b>1/00 270100</b>
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(B) LODGED BY

Delivery Box <b>269B</b>	Name, Address or DX and Telephone <b>DUTTON G TANKO M/L</b>	CODE <b>CS</b>
Reference (optional): <b>MONTEATH</b>		

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. <b>270100</b>
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(D)

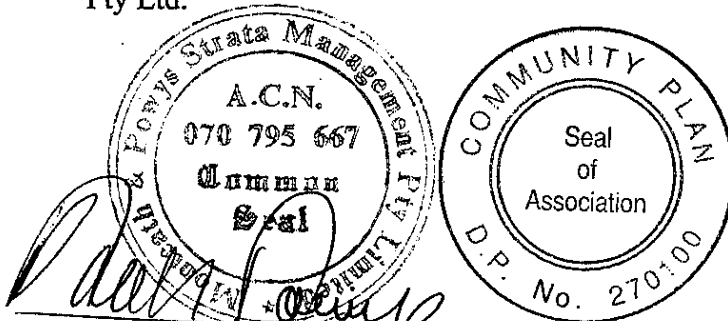
The applicant certifies that by a special/~~unanimous~~ resolution passed on **28/5/2004** and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added <b>By-law 5.2.9</b> as fully set out below
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(F) TEXT OF ADDED BY-LAW

By-Law 5.2.9... "The Community Association is to be responsible at its cost for the maintenance of any water quality control facilities required to treat stormwater generated by the proposed subdivision. The Community Association is to ensure that all water quality control features are regularly maintained at no cost to Council as required or as directed by Great Lakes Council"... provided that, the Myall Quays Shopping Centre maintains the water runoff from that site in accordance with the Water Management as provided by Crighton Properties Pty Ltd.



*[Handwritten signature]*

(G) The common seal of the community/neighbourhood/precinct association deposited plan **270100** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Signature]*  
 Name of witness: **TONY JONES**  
 Date: **15/07/2004**

**REGISTERED** **12.11.2004**

TERMS OF INSTRUMENT NOT CHECKED IN L.P.I.