

MANAGEMENT STATEMENT

DP 270003  
(SHEET 1 OF 57 SHEETS)

COMMUNITY MANAGEMENT STATEMENT

RALEIGH PARK

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**COMMUNITY MANAGEMENT STATEMENT**

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FORM 28

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, Neighbourhood 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 ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

The Standards

- 1.1 The Community Association must prescribe:
  - (a) Landscape Standards subject to By-Law 3; and
  - (b) Architectural Standards in respect of:
    - (i) Community Property; and
    - (ii) Lots 17, 28 and 27 in the Community Plan.
- 1.2 Each Neighbourhood Association and Strata Corporation must, within 1 month of registration of its relevant Neighbourhood Plan or Strata Plan, prescribe and serve on the Community Association architectural standards for that Neighbourhood Scheme or Strata Scheme as appropriate.
- 1.3 Upon service of those standards in By-Law 1.2, they shall become Architectural Standards in respect of that Neighbourhood Scheme or Strata Scheme as appropriate.

Binding Effect of Standards

- 1.4 Architectural Standards and Landscape Standards bind:
  - (a) the Community Association;
  - (b) each proprietor or occupier of a Lot;

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- (c) each Subsidiary Body;
- (d) each mortgagee in possession of a Lot; and
- (e) each lessee of a Lot.

**BY-LAW 2 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS**

**Right of Community Association to Amend**

2.1 The Community Association may from time to time add to or alter Architectural Standards for Community Property and Lots 17, 28 and 27 in the Community Plan and Landscape Standards.

2.2 A Neighbourhood Association or Strata Corporation may add to or alter Architectural Standards relating to its relevant Neighbourhood Plan or Strata Plan only with the consent of the Community Association.

**Right of Proprietors of Lots and Subsidiary Bodies to Apply for Amendments**

2.3 The proprietor of a Community Development Lot may make application to the Community Association requesting additions or alterations to Architectural Standards applying to that proprietor's Lot.

2.4 The proprietor of a Neighbourhood Lot or a Strata Lot may make application to its respective Neighbourhood Association or Strata Corporation requesting additions or alterations to Architectural Standards applying to that proprietor's Lot or that Subsidiary Body's Association Property or Common Property.

2.5 An application must contain sufficient details of the proposed additions or alterations to enable the relevant Association or Strata Corporation to understand with reasonable certainty the nature and extent of the proposed additions or alterations.

2.6 The Community Association may refer an application to a General Meeting for its decision.

2.7 The relevant Neighbourhood Association or Strata Corporation may refer an application to its general meeting for its decision.

2.8 An Association or Strata Corporation may request additional information to enable it to make a decision on an application.

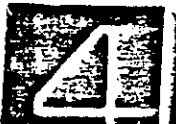
2.9 An Association or Strata Corporation must, within 2 months after it has received all information required by it to make a decision, deliver to the Applicant a written decision.

**Notification of Amendments or Variations**

2.10 If an Association or Strata Corporation adds to or alters its respective Architectural Standards or Landscape Standards in accordance with By-Law 2.1 or 2.2 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.

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Current Copy of Architectural Standards and Landscape Standards

- 2.11 The Community Association must, when requested by the proprietor of a Lot or a Subsidiary Body, provide the proprietor of the Lot or the Subsidiary Body at the reasonable cost of that proprietor or Subsidiary Body with an up to date copy of the Architectural Standards and Landscape Standards.

BY-LAW 3 RESTRICTION ON LANDSCAPE STANDARDS

Nothing in the By-Laws gives the Community Association the right to prescribe Landscape Standards for any Neighbourhood Lot or Community Development Lot other than Lots 17, 26 and 27 in the Community Plan.

BY-LAW 4 REVIEW SUB-COMMITTEE

Appointment

- 4.1 The Executive Committee must appoint a Review Sub-Committee.
- 4.2 The Review Sub-Committee must consist of 2 full-time members and a part-time member appointed by the Executive Committee from its members plus a part-time member nominated by each Subsidiary Body from its members and appointed by the Executive Committee.
- 4.3 For the purpose of hearing and determining an application to it the Review Sub-Committee shall nominate a panel consisting of the 2 full-time members plus:
- (a) in the case of an application by a proprietor of a Community Development Lot: the part-time member appointed by the Executive Committee from its members;
  - (b) in the case of an application by a proprietor of a Lot in a Subsidiary Scheme: the part-time member appointed from the membership of the Subsidiary Body of which that proprietor is a member;
  - (c) in the case of an application by a Subsidiary Body: the part-time member appointed by that Subsidiary Body from its members.
- 4.4 After each Annual General Meeting the Executive Committee must appoint:
- (a) 2 full-time members and a part-time member from its members; and
  - (b) the part-time members nominated under By-Law 4.5.
- 4.5 After its annual general meeting each Subsidiary Body must nominate a part-time member for appointment under By-Law 4.2. *See amended By-Law*
- 4.6 A member of the Review Sub-Committee must hold office until another person is appointed to take his place.
- 4.7 The Executive Committee may:
- (a) remove a member appointed by it; and

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- (b) fill a vacancy in respect of members appointed by it.
- 4.8 A Subsidiary Body may:
  - (a) remove a member nominated by it; and
  - (b) nominate a person to fill a vacancy in respect of the member appointed by it.
- 4.9 The Review Sub-Committee may retain the services of an independent consultant with special skills and expertise in:
  - (a) architecture;
  - (b) landscaping; or
  - (c) any other discipline relevant to the operation of the Review Sub-Committee

to advise and assist the Review Sub-Committee in performing its Functions.

- 4.10 The Review Sub-Committee must appoint, from its members, a chairperson and such other officers necessary to enable it to properly perform its Functions.

**Function of Review Sub-Committee**

- 4.11 The Review Sub-Committee must consider and give its decision regarding all plans and specifications submitted to it for approval.
- 4.12 The Review Sub-Committee may also perform other duties given to it by the Executive Committee including, without limitation, inspecting Building Modifications, Landscape Modifications or New Constructions to ensure that they comply with plans and specifications approved by the Review Sub-Committee.

**Approval of plans and specifications for Building Modifications, New Constructions and Landscape Modifications**

- 4.13 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 Review Sub-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

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(f) harmony with existing landscaping; or

**For Landscape Modification**

- (a) suitability of design, colour, plant species and landscape materials and features;
- (b) quality of design, colour, plant species and landscape materials and features;
- (c) location in relation to surrounding structures and topography;
- (d) elevation in relation to existing structures and topography;
- (e) harmony with existing landscaping and structures; and
- (f) the removal of or dealing with existing plants, flowers, shrubs and trees.

4.14 The plans and specifications submitted for approval by the Review Sub-Committee 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 Modifications**

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

**Basis of Approval**

4.15 The Review Sub-Committee's approval or disapproval of plans and specifications must be made solely on the matters set out in:

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

**Additional Information**

4.16 The Review Sub-Committee in order to make a decision on any plans and specifications may request:

- (a) additional plans and specifications be submitted to it;
- (b) additional information, reports or documents;

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- (c) details of changes to be made to the plans and specifications, if the changes are required by an authority or the Council; or
- (d) any other relevant information, facts or material.

**Approval Subject to Conditions**

- 4.17 The Review Sub-Committee may impose conditions on its approval of plans and specifications.
- 4.18 The Review Sub-Committee may require an Applicant to deposit with the Community Association a bond to be held by the Community Association on account of any damage that may be caused to Association Property or Common Property as a result of Building Modification, Landscape Modification or New Construction.
- 4.19 On completion of the Building Modification, Landscape Modification or New Construction, the Community Association must account to the Applicant within 60 days for the bond after deduction (if any) for damage to Association Property or Common Property.

**Decision of Review Sub-Committee**

- 4.20 The Review Sub-Committee must, within 40 days after it has received all information required by it to make a decision, deliver to the Applicant its written decision.
- 4.21 Plans and specifications submitted under this By-Law 4 will be deemed to be approved by the Review Sub-Committee, unless:
  - (a) a written disapproval; or
  - (b) a request under By-Law 4.16,
 has been delivered to the Applicant within 40 days after the Review Sub-Committee has received the plans and specifications, or where a request has been made under By-Law 4.16, within 40 days of the Review Sub-Committee receiving the additional information.

- 4.22 A decision made by the Review Sub-Committee is binding on the Applicant.

**BY-LAW 5 MEETINGS OF THE REVIEW SUB-COMMITTEE**

- 5.1 The Review Sub-Committee must hold meetings at times necessary to perform its Functions.
- 5.2 A quorum at a meeting of the Review Sub-Committee is 2 members.
- 5.3 Decisions arising at a meeting of the Review Sub-Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- 5.4 If there is an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.
- 5.5 The Review Sub-Committee may from time to time appoint one or more of its members to:

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- (a) conduct investigations;
- (b) perform specified duties and functions on behalf of the Review Sub-Committee; and
- (c) report findings to the Review Sub-Committee.

**Compensation for members**

5.6 Members of the Review Sub-Committee are entitled to:

- (a) reimbursement of reasonable out of pocket expenses incurred by them in the performance of their duties; and
- (b) such other sums as the Community Association in General Meeting may from time to time determine as compensation for the services they render to the Executive Committee.

**Minutes and Records**

5.7 The Review Sub-Committee must ensure that:

- (a) minutes of its meetings; and
- (b) records of its decisions

are properly kept and retained with the records (and for the prescribed period) referred to in clause 9 schedule 1 of the Management Act.

**No Waiver of Future Approvals**

5.8 If the Review Sub-Committee approves plans and specifications for a particular Building Modification, Landscape Modification or New Construction then that approval does not prevent the Review Sub-Committee from disapproving or approving with conditions future plans and specifications for the same or a similar Building Modification, New Construction or Landscape Modification.

**Protection of Review Sub-Committee Members from Liability**

- 5.9 No member of the Review Sub-Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Review Sub-Committee except fraud or negligence on the part of that member.
- 5.10 No person, other than a member of the Review Sub-Committee, may attend a meeting of the Review Sub-Committee unless that person is permitted by resolution of the Review Sub-Committee to attend a meeting.

**BY-LAW 8 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION**

If the Community Association wants to make:

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

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to Community Property then it must comply with any Architectural Standards and Landscape Standards in force for Community Property.

**BY-LAW 7 ASSOCIATION PROPERTY AND COMMON PROPERTY**

- 7.1 The proprietor or occupier of a Lot must not except with the approval of the relevant Association or Strata Corporation leave anything on or obstruct the use of Association Property or Common Property.
- 7.2 The proprietor or occupier of a Lot must not damage Association Property or Common Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Association Property or Common Property.
- 7.3 The proprietor or occupier of a Lot must not, except with the approval of the relevant Association, Strata Corporation or pursuant to By-Laws in force in the Community Parcel, use for his own purposes any part of Association Property or Common Property.
- 7.4 The proprietor or occupier of a Lot must give notice to the relevant Association or Strata Corporation of any damage to or defect in Association Property or Common Property immediately he becomes aware of it.

**BY-LAW 8 CONSTRUCTION ON ASSOCIATION PROPERTY AND COMMON PROPERTY**

- 8.1 The proprietor or occupier of a Lot must not, except with the approval of the relevant Association or Strata Corporation:
  - (a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Association Property or Common Property;
  - (b) attach any item as a fixture or otherwise to Association Property or Common Property; or
  - (c) alter Association Property or Common Property.
- 8.2 Any construction, attachment or alteration referred to under By-Law 8.1 whether or not done with the approval of the relevant Association or Strata Corporation must, unless the relevant Association or Strata Corporation gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction, attachment or alteration was proprietor or occupier.

**BY-LAW 9 NO INAPPROPRIATE USE**

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

**BY-LAW 10 FIXING OF SIGNS**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, fix or place any sign, placard, banner, notice or advertisement:

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- (a) on the outside of any building on a Lot or any building containing a Lot;
- (b) on any structure erected on a Lot;
- (c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
- (d) on any open space area of a Lot.

**BY-LAW 11 FIXING OF SHUTTERS, BLINDS, SECURITY DEVICES AND FLY SCREENS**

11.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association:

- (a) fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) fix bars, screens, security doors or other security devices, to the outside of a building on a Lot or the outside of a building containing a Lot other than aluminium framed and expanded aluminium security screens or doors with:
  - (i) powdercote finish in a choice of white, brown or cream colour;
  - (ii) Duralco Amplimesh pattern or the same pattern of another brand of similar quality; and
  - (iii) fly mesh if desired; or
- (c) fix fly screens to windows or fly screen doors to doorways of a building on a Lot or a building containing a Lot other than aluminium framed screens or doors with powdercote finish of colour in keeping with the improvements on the Lot.

11.2 The approval of the Community Association may not be unreasonably withheld where the items to be fixed comply with the Architectural Standards established for a Lot in relation to the items.

**BY-LAW 12 AERIALS AND SOLAR ENERGY DEVICES**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or attach:

- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
- (b) any solar energy collector panels and equipment associated with them;
- (c) any energy conservation equipment; or
- (d) a solar hot water system and equipment associated with it

to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.

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BY-LAW 13 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 14. MAINTENANCE OF BUILDING ON LOT

- 14.1 The proprietor or occupier of a Lot other than a Strata Lot must keep the Lot including, without limitation, the exterior of the building on the Lot, clean and tidy and in good repair and condition.
- 14.2 The proprietor or occupier of a Lot other than a Strata Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural Standards and, without limitation, with materials of the same or similar quality and colour as those used in the construction of the building.
- 14.3 The proprietor or occupier of a Strata Lot must keep the Lot:
  - (a) clean and tidy; and
  - (b) in good repair and condition.
- 14.4 The Community Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

BY-LAW 15 MAINTENANCE OF LANDSCAPED AREAS ON LOT

- 15.1 The proprietor or occupier of a Lot other than a Strata Lot must keep the landscaped areas of the Lot clean and tidy and in good repair and condition.
- 15.2 The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.

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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 64 of the Community Land Management Act 1989.

## BY-LAW 16 SWIMMING POOL AREA (POST CONSTRUCTION)

- 16.1 Use of the Swimming Pool Area is restricted to Swimming Pool Users.
- 16.2 The Community Association is responsible for:
- (a) the control; management, operation, maintenance and repair of the Swimming Pool Area; and
  - (b) payment of Swimming Pool Expenses.
- 16.3 The Community Association must levy contributions for Swimming Pool Expenses on:
- (a) in the case of proprietors of Community Development Lots - the proprietors of the lots; and
  - (b) in the case of proprietors of Lots in a Neighbourhood Parcel - the Neighbourhood Association of that parcel.
- 16.4 The contribution payable to the Community Association by the proprietor of a Community Development Lot is the amount X in the following formula:

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

Where:

- A = the total amount to be raised by the contribution;
- B = the unit entitlement for the proprietor's Community Development Lot; and
- C = the aggregate of the unit entitlements for each Community Development Lot and each Former Community Development Lot which is the subject of a Neighbourhood Scheme.

- 16.5 The contribution payable to the Community Association by a Neighbourhood Association is the amount Y in the following formula:

$$Y = A \times \frac{D}{C}$$

Where:

- A = the total amount to be raised by the contribution;

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- D = the unit entitlement for the Former Community Development Lot which is the subject of the Neighbourhood Scheme; and
- C = the aggregate of the unit entitlements for each Community Development Lot and each Former Community Development Lot which is the subject of a Neighbourhood Scheme.

16.6 The following provisions of the Management Act apply to the determination, imposition and collection of levies for Swimming Pool Expenses:

- (a) Section 20(1), (5), (6), (7), (8), (9), (10), (11), (12) and (13); and
- (b) Part 4 of schedule 1.

16.7 The following terms and conditions apply to the use of the Swimming Pool Area:

- (a) the Swimming Pool Area may only be used between the hours of 6 a.m. and 8 p.m. or other hours nominated from time to time by the Executive Committee;
- (b) children under the age of 12 years of age may use the Swimming Pool only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area; and
- (e) swimming pool equipment must not, except with the approval of the Community Association, be interfered with, operated or adjusted.

16.8 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 19 cease.

16.9 Swimming Pool Users may permit:

- (a) in the case of proprietors of Lots 17, 28 and 27 in the Community Plan, their full time employees and, with the consent of the Community Association, other persons authorised by them; or
- (b) in the case of a Neighbourhood Association, persons (excluding proprietors or occupiers of Strata Lots) on the Community Parcel with the express consent of a proprietor or occupier of a Lot in a Neighbourhood Plan,

to use the Swimming Pool.

**BY-LAW 17 COMMUNITY HALL AREA**

17.1 Use of the Community Hall Area is restricted under this By-Law for the purposes of construction of the Community Hall and the balance of the building of which the Community Hall forms part, and carrying out

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MANAGEMENT STATEMENT

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Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of the Community Hall Area for the term of this By-Law.

- 17.2 Restricted use of the Community Hall Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of the Community Hall is complete.
- 17.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 18 TENNIS COURT AREA**

- 18.1 Use of the Tennis Court Area is restricted under this By-Law for the purposes of construction of the Tennis Courts and carrying out Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of the Tennis Court Area for the term of this By-Law.
- 18.2 Restricted use of the Tennis Court Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of the Tennis Courts is complete.
- 18.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 19 SWIMMING POOL AREA (PRE-CONSTRUCTION)**

- 19.1 Use of the Swimming Pool Area is restricted under this By-Law for the purposes of construction of the Swimming Pool and carrying out Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of the Swimming Pool Area for the term of this By-Law.
- 19.2 Restricted use of the Swimming Pool Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of the Swimming Pool is complete.
- 19.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 20 GATE HOUSE AREA**

- 20.1 Use of the Gate House Area is restricted under this By-Law for the purposes of construction of the Gate House and carrying out Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of the Gate House Area for the term of this By-Law.
- 20.2 Restricted use of the Gate House Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of the Gate House is complete.

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20.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 21 PARKING AREA**

21.1 Use of the Parking Area is restricted under this By-Law for the purposes of construction of the Parking Area and carrying out Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of the Parking Area for the term of this By-Law.

21.2 Restricted use of the Parking Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of the Parking Area is complete.

21.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 22 OPEN SPACE AREA**

22.1 Use of the Open Space Area (except the Roundabout) is restricted under this By-Law for the purposes of construction of the Open Space Area and carrying out Development Activities associated with that construction to the proprietors for the time being of all Community Development Lots (excluding 17 and 26).

22.2 Restricted use of the Open Space Area or a particular part of the Open Space Area shall cease when the proprietors for the time being of all Community Development Lots (excluding 17 and 26) serve on the Community Association a notice informing the Community Association that construction and Development Activities for the Open Space Area or a particular part of the Open Space Area have been completed.

22.3 Such proprietors shall have exclusive use of the Open Space Area or so much of it in respect of which a notice under By-Law 22.2 has not been served.

22.4 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 23 DEVELOPMENT IN STAGES**

23.1 Use of Community Property (except the Roundabout) not referred to in By-Laws 17 to 22 inclusive and Service Lines owned by the Community Association is restricted to the proprietors for the time being of all Community Development Lots (excluding 17 and 26) in the manner and for the purposes set out in the By-Laws.

23.2 Restricted use of the Community Property referred to in this By-Law shall cease when the proprietors for the time being of all Community Development Lots (excluding 17 and 26):

- (a) register in the office of the Registrar General a Strata Plan in respect of the last Community Development Lot owned by it; or

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- (b) register in the office of the Registrar General a Neighbourhood Plan in respect of the last Community Development Lot owned by it; or
- (c) serve upon the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased.
- 23.3 The proprietors for the time being of all Community Development Lots (excluding 17 and 26) and all persons authorised by it shall have the following rights for the purpose of enabling that proprietor to complete the development of the Community Parcel in stages and carry out Development Activities on the Community Parcel:
- (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 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 Auction Sales** - the right to conduct auction sales on the Community Property.
- 23.4 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 23A . PROVISION OF SERVICES**

- 23A.1 Use of the Community Property (excluding Tennis Courts Area and the Swimming Pool Area) is restricted to the proprietor for the time being of the Community Development Lot 27 to the extent that such proprietor shall be entitled to the exclusion of all other persons to carry on the following activities on the Community Parcel:
- (a) the cleaning, caretaking, security, supervision and service of the Community Property, Common Property or 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;
- (b) the provision of services to Subsidiary Bodies or the proprietors and occupiers of Lots, including without limitation, the services of a porter, telephonist, handyman, room cleaning and servicing, food and non-alcoholic drink service;

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- (c) a letting or property management and sales service;
- (d) the supervision of any employees or contractors of the Community Association;
- (e) the control and supervision of the Community Parcel generally; and
- (f) 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.

23A.2 The Community Association, Neighbourhood Associations and Strata Corporations must not enter into any agreements or other arrangements which will authorise or permit any other persons to exercise the rights and privileges conferred by this By-Law on any person other than the proprietor for the time being of Lot 27.

23A.3 If Community Development Lot 27 is ever capable of subdivision by a Strata Plan then the rights conferred by this By-Law may be exercised only by the proprietor of the Lot or Lots nominated by the proprietor of the former Community Development Lot the subject of the Strata Plan.

23A.4 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law.

**BY-LAW 24 SCHEDULE 3 CLAUSE 6 MATTERS**

24.1 The matters set out in this By-Law under clause 6 schedule 3 of the Development Act apply to and form part of By-Laws 17 to 23A inclusive in this Part 2 unless the context indicates to the contrary.

24.2 The terms and conditions relating to use of the Community Property under By-Laws 17 to 22 inclusive are:

- (a) all damage to or interference with the Community Parcel must be made good at the expense of the proprietors for the time being of all Community Development Lots (excluding 17 and 26) as soon as possible after that damage or interference occurs;
- (b) interference with the use or enjoyment by proprietors or occupiers of Lots or of Association Property must, so far as it is consistent with the carrying out of Development Activities, be kept to a minimum; and
- (c) upon completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.

24.3 Access to Community Property is to be exercised by a public road system in and around the Community Parcel. If the Community Association restricts access to the Community Property under By-Law 42 then it shall make Security Keys available to the proprietors for the time being of all Community Development Lots (excluding 17 and 26) or the Subsidiary Bodies, if appropriate, and the provisions of By-Law 42 shall apply.

*refer amendment  
By-Law 24 A  
attached*

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- 24.4 The restricted use rights conferred may be exercised in the case of By-Laws 17 to 23 inclusive between the hours of 7.00 am and 7.00 pm on Mondays to Saturdays inclusive, excepting Sundays, Christmas Days and Good Fridays, or such other times as may be permitted by the Council and in the case of By-Law 23A at all times.
- 24.5 Subject to the obligations imposed under By-Law 24.2 the Community Association shall maintain the Community Property referred to in By-Laws 17 to 22.
- 24.8 The Community Association must levy a contribution upon its members for any costs associated with maintaining the Community Property referred to in By-Laws 17 to 22 unless that cost is payable by the proprietors for the time being of all Community Development Lots (excluding 17 and 28) under By-Law 24.2. The provisions of section 20 (1), (5), (6), (7), (8), (9), (10), (11), (12) and (13) and part 4 of schedule 1 of the Management Act apply to any levy made under By-Law 24.

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PART 3  
MANDATORY MATTERS

BY-LAW 25 COMMUNITY PROPERTY

25.1 The Community Property comprises:

- (a) the Community Hall Area;
- (b) the Tennis Courts Area;
- (c) the Swimming Pool Area;
- (d) the Gate House Area;
- (e) the Roundabout;
- (f) the Parking Area; and
- (g) the Open Space Area.

25.2 No part of the Community Property has been set apart as Open Access Way or Private Access Way.

BY-LAW 26 THE COMMUNITY HALL

26.1 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 17 cease.

26.2 The Community Hall is to be available for use as a venue for social, recreational, educational, leisure and other community activities.

Persons Entitled to use the Community Hall

26.3 The Community Hall is available for use and hire by:

- (a) the proprietors and occupiers of Lots;
- (b) Subsidiary Bodies; and
- (c) members of the public.

26.4 By-Law 66 confers a right on members of the public to hire and use the Community Hall.

Community Hall Sub-Committee

26.5 After each Annual General Meeting the Executive Committee must constitute the Community Hall Sub-Committee by:

- (a) appointing 4 members from the members of the Executive Committee; and
- (b) procuring the appointment by the Council of 1 member who is an officer of the Council.

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**Duties of the Community Hall Sub-Committee**

- 26.6 The Community Hall Sub-Committee is responsible to the Executive Committee for the proper management, control and administration of the Community Hall.
- 26.7 A member of the Community Hall Sub-Committee must hold office until another person is appointed to take his place.
- 26.8 The Executive Committee may:
- (a) remove a member appointed by it; and
  - (b) fill a vacancy in respect of a member appointed by it.
- 26.9 The Council may:
- (a) remove the member appointed by it; and
  - (b) fill a vacancy in respect of a member appointed by it.
- 26.10 The Community Hall Sub-Committee must appoint, from its members, a chairperson and any other officers necessary to enable it to properly perform its functions.

**Compensation for members**

- 26.11 Members of the Community Hall Sub-Committee are entitled to:
- (a) receive reimbursement for reasonable out of pocket expenses incurred by them in the performance of their duties; and
  - (b) such other sums as the Community Association in General Meeting may from time to time determine as compensation for the services they render to the Executive Committee.

**Minutes and Records**

- 26.12 The Community Hall Sub-Committee must ensure that:
- (a) minutes of its meetings; and
  - (b) records of its decisions
- are properly kept and retained with the records (and for the prescribed period) referred to in clause 9, schedule 1 of the Management Act.

**Protection of Community Hall Sub-Committee members from Liability**

- 26.13 No member of the Community Hall Sub-Committee is liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Community Hall Sub-Committee unless that act is fraudulent.

**Meetings of the Community Hall Sub-Committee**

- 26.14 The Community Hall Sub-Committee must hold meetings at times necessary to perform its functions.

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- 26.15 A quorum at a meeting of the Community Hall Sub-Committee is 3 members.
- 26.16 Decisions at a meeting of the Community Hall Sub-Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- 26.17 If there is an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.
- 26.18 The Community Hall Sub-Committee may from time to time appoint one or more of its members to:
  - (a) conduct investigations;
  - (b) perform duties and functions on behalf of the Community Hall Sub-Committee; and
  - (c) report findings to the Community Hall Sub-Committee.

**BY-LAW 27 THE TENNIS COURTS**

**Persons Entitled to use Tennis Courts**

- 27.1 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 18 cease.
- 27.2 The Tennis Courts are available for use and hire by:-
  - (a) the proprietors and occupiers of Lots; and
  - (b) members of the public.
- 27.3 By-Law 67 confers a right on members of the public to hire and use the Tennis Courts.

**BY-LAW 28 THE GATE HOUSE**

- 28.1 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 20 cease.
- 28.2 The Gate House is to be maintained and may be used as a building from which the Community Association:-
  - (a) provides or procures the provision of services to Subsidiary Bodies and proprietors and occupiers of Lots;
  - (b) supervises, controls and regulates activities by itself or its Agents on the Community Parcel; and
  - (c) supervises other activities and provides other services by itself or its agents authorised by the Community Association.

**BY-LAW 29 THE PARKING AREA**

- 29.1 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 21 cease.

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- 29.2 The Parking Area is to be available for the parking of motor vehicles by:-
- the proprietors and occupiers of Lots; and
  - Authorised Persons.
- 29.3 A proprietor or occupier of a Lot and Authorised Persons must not conduct repairs to any motor vehicle or other vehicle on the Parking Area, except for emergency repairs and then only to the extent necessary to remove the motor vehicle from the Parking Area.

**BY-LAW 30 THE OPEN SPACE AREA****Persons Entitled To Use Open Space Area**

- 30.1 The rights conferred and the obligations imposed by this By-Law commence when the restricted use rights conferred by By-Law 22 cease.
- 30.2 The Open Space Area is available for use by:
- the proprietors and occupiers of Lots; and
  - members of the public.
- 30.3 By-Law 68 confers a right on members of the public to use the Open Space Area.

**BY-LAW 31 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY**

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

**BY-LAW 32 INTERNAL FENCING**

- 32.1 Subject to the Landscape Standards, the Dividing Fences Act 1951 applies as between the following parts of the Community Parcel and the respective owners of those parts:
- Community Property and a Community Development Lot;
  - Community Property and Neighbourhood Property;
  - Community Property and a Neighbourhood Lot;
  - Neighbourhood Property and a Neighbourhood Lot;
  - a Neighbourhood Lot and another Neighbourhood Lot;
  - a Strata Parcel and another Strata Parcel;
  - a Strata Parcel and Community Property; and
  - a Strata Parcel and a Community Development Lot.
- 32.2 If the Architectural Standards prohibit the construction of any fence on any part of the Community Parcel then By-Law 32.1 will not apply to such fence or fences.

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**BY-LAW 33 GARBAGE**

**Community Property**

- 33.1 The Community Association must provide on Community Property garbage bins for the storage of garbage.
- 33.2 The Community Association must:
  - (a) deposit all garbage from Community Property and Neighbourhood Property into the garbage bins referred to in By-Law 33.1; and
  - (b) keep the area where the garbage bins are provided clean and tidy.
- 33.3 The Community Association is responsible to ensure that garbage from the garbage bins referred to in By-Law 33.1 is made available for collection by the Council in accordance with Council's by-laws and ordinances relating to the disposal of garbage.
- 33.4 The proprietors of the Community Development Lots may deposit their rubbish in the garbage bins referred to in By-Law 33.1 if they:
  - (a) comply with the Rules made by the Community Association in connection with the storage, disposal and collection of garbage; and
  - (b) comply with the Council's by-laws and ordinances relating to the disposal of garbage.

**BY-LAW 34 STATUTORY SERVICES**

- 34.1 The Management Statement includes a Prescribed Diagram in respect of the following services:
  - (a) security;
  - (b) telecommunications and cable TV;
  - (c) electricity;
  - (d) gas;
  - (e) water;
  - (f) sewer; and
  - (g) stormwater.
- 34.2 On installation of a Service Line, a statutory easement will be created over the parts of the Community Parcel for the provision of Services through Service Lines.
- 34.3 The Service Providers and other owners of Service Lines will maintain and repair their respective Service Lines.

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- 34.4 If a Service is provided after the registration of the Management Statement and Prescribed Diagram, the Community Association must submit a later prescribed diagram to the Subsidiary Body affected by the amendment to enable that Subsidiary Body to:
- (a) give its consent to the amendment if such consent is required; and
  - (b) make available all necessary documents including the certificate of title for the Neighbourhood Property or Common Property to facilitate the registration of the amendment
- and thereafter the Community Association must register the later prescribed diagram.

BY-LAW 35 INSURANCE

- 35.1 The Community Association must review, on an annual basis:
- (a) all insurances effected by it; and
  - (b) the need for new or additional insurances.
- 35.2 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) 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.
- 35.3 The Community Association must immediately:
- (a) effect new insurances; or
  - (b) vary or extend existing insurances
- if
- (a) there is an increase in risk; or
  - (b) a new risk
- to Community Property.
- 35.4 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 36 EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

36.1 The Executive Committee of the Community Association must be established in accordance with division 2 of part 2 of the Management Act.

Notice Board

36.2 The Executive Committee must fix a notice board to some prominent part of Community Property.

Meetings

36.3 The Executive Committee may, subject to By-Laws 36.8 and 36.9, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

36.4 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 24 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.

Meeting Agenda

36.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.

36.6 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

36.7 Meetings must be held within a radius of 1 km from the Community Parcel.

Meeting at Request of members

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

Out of Meeting Determinations

36.9 Where:

- (a) By-Law 36.4 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

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- (c) the resolution has been approved in writing by a majority of members of the Executive Committee

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

**Right of Proprietor to Attend Meetings**

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

**Minutes of Meetings**

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

**Display of Minutes**

- 38.12 The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.
- 38.13 The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.

**Functions of the Secretary**

- 38.14 The Functions of the Secretary include:
- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
  - (b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
  - (c) maintaining the Community Association roll;
  - (d) supplying certificates in accordance with clause 2 of schedule 4 to the Management Act;
  - (e) answering communications addressed to the Community Association or the Executive Committee;
  - (f) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
  - (g) performing administrative or secretarial functions on behalf of the Community Association;
  - (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
  - (i) keeping records under part 3 of schedule 1 to the Management Act.

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**Functions of the Treasurer**

38.15 The Functions of the Treasurer include:-

- (a) the Functions set out in section 38 (1) and (2) of the Management Act;
- (b) notifying proprietors of Lots and Subsidiary Bodies of any contributions levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of schedule 4 to the Management Act;
- (e) keeping prescribed accounting records under clause 10 of schedule 1 to the Management Act;
- (f) preparing financial statements under clause 11 of schedule 1 to the Management Act; and
- (g) notifying proprietors of Lots and Subsidiary Bodies of any contribution levied under the Management Statement and collecting such contribution.

**Sub-Committees**

38.16 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

**No Remuneration**

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

**Protection of Executive Committee members from Liability**

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

MALLESONS STEPHEN JACOBS

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**PART 4**

**OPTIONAL MATTERS**

**BY-LAW 37 WASHING**

The proprietor or occupier of a Lot must not hang and washing, towels, bedding, clothing or other articles of a similar nature:

- (a) on the outside of a building on a Lot or the outside of a building containing a Lot; or
- (b) on any other part of a Lot other than that designated by the Community Association from time to time for the purpose.

**BY-LAW 38 STORAGE OF FLAMMABLE LIQUIDS**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, use or store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.

**BY-LAW 39 KEEPING OF ANIMALS**

39.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, keep an Animal on the Lot or other part of the Community Parcel.

39.2 Notwithstanding By-Law 39.1:

- (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.

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


- (a) 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
- (b) responsible for cleaning up after the Animal has used any part of another Lot or any other part of the Community Parcel.

39.4 The liability and responsibility imposed on the proprietors and occupiers of Lots by By-Law 39.3 exists notwithstanding that a proprietor or occupier has obtained the approval of the Community Association to keep an Animal on a Lot or on any other part of the Community Parcel.

*Repeated  
3/3/1993  
refer attached.*

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REGISTERED  1622-3-1991

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MANAGEMENT STATEMENT

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BY-LAW 40 RUBBISH AND WASTE MATERIAL

- 40.1 The proprietor or occupier of a Lot must keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours.
- 40.2 The proprietor or occupier of a Lot must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.
- 40.3 The proprietor or occupier of a Lot is responsible to ensure that garbage from his garbage bin is made available for collection by the Council in accordance with Council's by-laws and ordinances relating to the disposal of garbage.

BY-LAW 41 RESTRICTIONS ON PARKING

- 41.1 A proprietor or occupier of a Lot must not park a vehicle on the Community Parcel except in a garage or driveway on his own Lot or an area on the Community Parcel designated by the Community Association from time to time as being an area where a vehicle may be parked by a proprietor or occupier of a Lot.
- 41.2 A proprietor or occupier of a Lot must not park a boat or a trailer on the Community Parcel except in a garage on his own Lot or an area on the Community Parcel designated by the Community Association from time to time as being an area where a boat or trailer may be parked by a proprietor or occupier of a Lot.

BY-LAW 42 SECURITY KEYS

- 42.1 The Community Association may restrict access to:
  - (a) the Community Hall;
  - (b) the Tennis Courts;
  - (c) the Swimming Pool Area; and
  - (d) the Gate House
 by means of Security Keys.
- 42.2 The Community Association may make Security Keys available to:
  - (a) proprietors and occupiers of Lots;
  - (b) persons authorised by it; and
  - (c) such other persons as it may from time to time determine.
- 42.3 A person to whom a Security Key is made available must:
  - (a) not duplicate or copy the Security Key;
  - (b) immediately notify the Community Association if the Security Key is lost or misplaced;
  - (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and

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MANAGEMENT STATEMENT

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- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

**BY-LAW 43 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS**

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

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

**BY-LAW 44 PRIVATE SERVICES**

44.1 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.

44.2 The proprietor or occupier of a Lot must not:

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

44.3 If a proprietor or occupier of a Lot becomes aware of damage to or the defective operation of Services he must immediately give notice to the Community Association of that damage or defective operation.

**BY-LAW 45 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES**

45.1 Subject to section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services.

45.2 The Community Association must give the proprietor or occupier of a Lot reasonable notice of entry.

45.3 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

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MANAGEMENT STATEMENT

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**BY-LAW 46 CONTROL OF LESSEES/LICENSEES**

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

**BY-LAW 47 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS**

- 47.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 47.2 If an Authorised Person 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.
- 47.3 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 48 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY**

- 48.1 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.
- 48.2 If the Community Association exercises its right under By-Law 48.1, 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.
- 48.3 The Community Association may enter and remain on a Lot under By-Law 48.2 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 49 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY**

The Community Association may recover any money owing to it under the By-Laws as a debt.

**BY-LAW 50 COMMUNITY ASSOCIATION'S TRADING ACTIVITIES**

- 50.1 The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.
- 50.2 The Community Association:
  - (a) must pay into its Sinking Fund income derived by it from its business or trading activities; and
  - (b) must estimate how much money it will need to credit to its Sinking Fund to meet expenses associated with carrying on its business or trading activities; and
  - (c) must make the estimate under By-Law 50.2(b);

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- (i) no later than 1 month after incorporation of the Community Association; and
  - (ii) after that, as the occasion requires  
at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments; and
  - (d) must impose a levy on each member for a contribution to provide the amount estimated under By-Law 50.2(b); and
  - (e) may distribute any net profit derived by it from carrying on its business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- 50.3 If the Community Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Sinking Fund in order to meet the amount of the net loss.

**BY-LAW 51 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES**

- 51.1 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.
- 51.2 The costs, charges and expenses under By-Law 51.1 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 52 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST**

Anything which a proprietor or occupier of a Lot is required to do under the By-Laws must be done at the cost of the proprietor or occupier.

**BY-LAW 53 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 54 INTEREST ON OVERDUE MONEY**

- 54.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 54.2 During the period that an amount under By-Law 54.1 remains unpaid, on demand or at times notified by the Community Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.

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- 54.3 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 By-Law 54.2.
- 54.4 Nothing in this By-Law 54 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

**BY-LAW 55 RULES**

- 55.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:
  - (a) the control, management, operation and use of the Community Hall, the Tennis Courts, the Gate House, the Parking Area and the Open Space Area;
  - (b) the scale of fees to be charged for the use of the Community Hall and the Tennis Courts; and
  - (c) the storage, disposal and collection of garbage.
- 55.2 The Community Association may at any time add to or alter the Rules.
- 55.3 The Community Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with:
  - (a) the Management Act;
  - (b) the Development Act; or
  - (c) the By-Laws.
- 55.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Subsidiary Body.

**BY-LAW 56 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES**

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

**BY-LAW 57 NOTICES TO BE OBSERVED**

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

**BY-LAW 58 INSTRUCTING CONTRACTORS**

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

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**BY-LAW 59 CERTIFICATE**

A certificate signed by the Community Association its Managing Agent (if any) or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

**BY-LAW 60 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

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

**BY-LAW 61 COMMUNICATIONS FROM COMMUNITY ASSOCIATION**

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

**BY-LAW 62 APPROVALS BY COMMUNITY ASSOCIATION**

The Community Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

**BY-LAW 63 EXHIBITION OF BY-LAWS**

A copy of the By-Laws must be exhibited in a prominent place on Community Property.

**BY-LAW 64 NO INTERFERENCE**

A proprietor or occupier of a Lot shall not :

- (a) do anything or permit anything to be done on or in relation to that Lot so that -
  - (i) any support or shelter provided by that Lot for another Lot or Community Property or any part of it is interfered with; or
  - (ii) Service Lines, garbage services and Services are interfered with; or
- (b) use or enjoy the Community Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the owner or occupier of any other Lot or Authorised Person.

**BY-LAW 65 RALEIGH PARK SERVICES AGREEMENT**

The Community Association intends, during the initial period, to enter into an agreement the effect of which is disclosed for the purposes of section 24(2)(a) of the Management Act as follows:

Parties: The Community Association and Raleigh Park Developments Pty Limited as Manager.

Term: 5 years with 3 options each of 5 years.

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- Duties: The duties of the Manager are:
- (a) the cleaning, caretaking, security, supervision and service of the Community Property, Common Property or 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;
  - (b) the provision of services to Subsidiary Bodies or the proprietors and occupiers of Lots, including without limitation, the services of a porter, telephonist, 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) the control and supervision of the Community Parcel generally; and
  - (f) 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.
- 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: Raleigh Park Developments Pty Limited 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.
- The agreement may be terminated by the Manager:

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MANAGEMENT STATEMENT

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- (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.

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MANAGEMENT STATEMENT

MANAGEMENT STATEMENT  
REGISTERED MEMORANDUM NO. 2507369  
REGISTERED 22.3.1991

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PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 66 PUBLIC ACCESS TO COMMUNITY HALL

- 66.1 The Community Hall is to be maintained by the Community Association and used as a venue for social, recreational, education, leisure and other community activities.
- 66.2 The Community Hall is available for use and hire by members of the public and such other persons as may be permitted by the By-Laws on terms that do not discriminate as to the identity of the person to whom the Community Hall is hired.
- 66.3 This By-Law may not be amended or revoked without the consent of the Council.

BY-LAW 67 PUBLIC ACCESS TO TENNIS COURTS

- 67.1 The Tennis Courts are to be maintained by the Community Association in a fit and proper condition.
- 67.2 The Tennis Courts are available for use and hire by members of the public and such other persons as may be permitted by the By-Laws on terms that do not discriminate as to the identity of the person to whom the Tennis Courts are hired.
- 67.3 This By-Law may not be amended or revoked without the consent of the Council.

BY-LAW 68 PUBLIC ACCESS TO OPEN SPACE AREA

- 68.1 The Community Association must maintain at its cost, and permit the use of, the Open Space Area as a passive recreation area for and by members of the public and such other persons as may be permitted by the By-Laws.
- 68.2 The Council and its agents are authorised to exercise in respect of the Open Space Area the rights conferred on the Council by the Local Government Act 1919 and the Ordinances under that Act in respect of a Public Place.
- 68.3 This By-Law may not be amended or revoked without the consent of the Council.

BY-LAW 69 WATER BOARD RIGHTS AND ACCESS TO STATUTORY EASEMENT

- 69.1 Notwithstanding any contrary provisions contained in this Management Statement, Memorandum Registered No. 2507369 which is incorporated into this By-Law sets out the terms and conditions of:
  - (a) the rights and privileges which the Water Board, its agents, servants and workers are entitled to exercise; and

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(b) the obligations imposed on the proprietors of land within the Community Scheme.

9.2 This By-Law may not be amended or revoked without the consent of the Water Board.

**BY-LAW 70 SYDNEY ELECTRICITY RIGHTS AND ACCESS TO STATUTORY EASEMENT**

0.1 Memorandum Registered No. Z504399- which is incorporated into this By-Law sets out the terms and conditions of:

- (a) the rights and privileges which the Sydney Electricity, its agents, servants and workers are entitled to exercise; and
- (b) the obligations imposed on the proprietors of land within the Community Scheme.

0.2 This By-Law may not be amended or revoked without the consent of the Sydney Electricity.

**BY-LAW 71 NO OBSTRUCTION OF ACCESS**

to structures, improvements of any kind, trees, shrubs or plants (other than grass) can be placed on any part of the Community Parcel over:

- (i) the site of any easement for the drainage of water without the consent of the Council of the City of Randwick; or
- (ii) any Service Line without the consent of the relevant Service Provider.

**BY-LAW 72 AGL RIGHTS AND ACCESS TO STATUTORY EASEMENT**

72.1 AGL and its agents, in exercising rights conferred by a statutory easement, are entitled to exercise the rights and privileges (on the terms and conditions) set out in Memorandum Registered No. Z507490 as if that Memorandum was incorporated into the statutory easement.

72.2 This By-Law may not be amended or revoked without the consent of AGL.

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STATEMENT

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SIGNATURES, CONSENTS AND APPROVALS

DATED 23rd day of January 1991

THE COMMON SEAL of RALEIGH  
PARK DEVELOPMENTS PTY  
LIMITED was hereunto affixed by  
authority of the Board of Directors in  
the presence of:



.....  
Signature of Director

D. H. LOWY  
Name of Director (block letters)

.....  
Signature of Secretary Director

R. J. HAMILTON  
Name of Secretary (block letters)  
Director

CERTIFICATE OF APPROVAL

It is certified :

- (a) that the consent authority has approved of the development described in Development Application No. 161/89 ; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 15th February 1991

Signature on behalf of consent authority  
Randwick City Council  
.....  
Acting Deputy  
Town Clerk/  
City Manager

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PART 6

BY-LAW 73 DEFINITIONS, INTERPRETATION AND GENERAL

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

"AGL" means AGL Sydney Limited.

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

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

"Applicant" means:

- (a) in relation to an application to add to or alter Architectural Standards or Landscape Standards - a proprietor of a Lot or a Subsidiary Body who applies to the Community Association for the addition or alteration; or
- (b) in relation to a Building Modification, a Landscape Modification or a New Construction - a proprietor of a Lot or a Subsidiary Body who submits plans and specifications to the Review Committee for approval.

"Architectural Standards" means the architectural standards prescribed by :

- (a) the Community Association from time to time in respect of :
  - (i) Community Property; and
  - (ii) lots 17, 28 and 27 in the Community Plan; and
- (b) each Neighbourhood Association and Strata Corporation for its respective Neighbourhood Scheme or Strata Scheme as appropriate and as amended from time to time with the consent of the Community Association.

"Association" means the Community Association or a Neighbourhood Association.

"Association Property" means:

- (a) in relation to the Community Scheme - the Community Property in the scheme; or
- (b) in relation to a Neighbourhood Scheme - the Neighbourhood Property in the scheme.

"Authorized Person" 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.

"Board" means the Community Schemes Board constituted under the Management Act.

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"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on:

- (a) lots 17, 26 and 27 in the Community Plan;
- (b) a Neighbourhood Lot;
- (c) a Strata Lot;
- (d) Neighbourhood Property; or
- (e) Common Property.

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

"Common Property" means the common property in a strata scheme created on registration of a Strata 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 Hall" means the community hall to be constructed on the Community Hall Area.

"Community Hall Area" means the part of Community Property designated "A" on the Concept Plan.

"Community Hall Sub-Committee" means a committee of 5 members responsible to the Executive Committee for the proper management control and maintenance of the Community Hall.

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

"Community Plan" means deposited plan number 270003

"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 Neighbourhood Plan or a Strata Plan;
- (c) the proposals in any related Development Contract; and

MALLESONS STEPHEN JAQUES

REGISTERED 22.3.1991

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- 41 -

- (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, the Subsidiary Schemes 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 of amenities on Community Property contained in part 7.

"Council" means Council of the City of Randwick.

"Developer" means the proprietor or proprietors for the time being of a Community Development Lot in the Community Plan (excluding 17 and 28).

"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 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 (excluding 17 and 28);
- (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.

"Development Contract" means the instrument, plans and drawings which are registered with a Neighbourhood Plan.


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

"Function" includes a power, authority and duty.

MALLESONS STEPHEN JACOBS

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28th March, 1991



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- 42 -

"Gate House" means the gate house to be constructed on the Gate House Area.

"Gate House Area" means the part of Community Property designated "B" on the Concept Plan.

"General Meeting" means:

- (a) an annual general meeting; or
- (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) lots 17, 26 and 27 in the Community Plan;
- (b) a Strata Lot;
- (c) Neighbourhood Property; or
- (d) Common Property.

"Landscape Standards" means the landscape standards prescribed from time to time by the Community Association in respect of:

- (a) Community Property;
- (b) lots 17, 26 and 27 in the Community Plan; and
- (c) each Subsidiary Scheme.

"Letting Service" means in relation to a Lot the arrangement of leases, licences or agreements for occupation of the Lot and the provision of any associated service including, without limitation:

- (a) supply of linen;
- (b) housekeeping and cleaning;
- (c) catering;
- (d) butler and valet;
- (e) portering;
- (f) dry cleaning and laundry;
- (g) vehicle, taxi and limousine hire;
- (h) entertainment, restaurant and tour reservations;
- (i) video tape hire;
- (j) supply of newspapers, plants and flowers; and
- (k) booking of air and other travel and accommodation.

MALLESON STEPHEN JAUQUES

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- 43 -

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

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

"Management Statement" means the statement registered with the Community Plan as from time to time added to, modified or amended in accordance with the Community Titles Legislation.

"Manager" means Raleigh Park Developments Pty Limited, its successors and assigns.

"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 or the registration of the Neighbourhood Plan; and
- (b) is established as a neighbourhood association by section 7 of the Management Act.

"Neighbourhood Lot" means land that is a lot in a Neighbourhood Plan but is not Neighbourhood Property, a public reserve or a drainage reserve.

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

"Neighbourhood Plan" means a plan which is not a Strata 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 Association, 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) lots 17, 26 and 27 in the Community Plan;
- (b) a Neighbourhood Lot;
- (c) a Strata Lot;
- (d) Neighbourhood Property; or

MALLESONS STEPHEN JAKES

REGISTERED  222.3.1991

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MANAGEMENT STATEMENT

(e) Common Property.

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

"Open Space Area" means that part of the Community Property that does not comprise:

- (a) the Community Hall Area;
- (b) the Tennis Courts Area;
- (c) the Swimming Pool Area;
- (d) the Gate House Area;
- (e) the Roundabout; and
- (f) the Parking Area.

"Parking Area" means the parking area to be constructed on the part of Community Property designated "C" on the Concept Plan.

"Prescribed Diagram" means the diagram relating to the Service Lines with the Community Plan and prescribed in section 36 of the Development Act.

"Private Access Way" means a private access way set apart under section 47 of the Development Act.

"Private Service" means a service running through or servicing Lots, Association Property or Common Property which is not a Statutory Service.

"Public Place" has the meaning ascribed to it under the Local Government Act 1919 and Ordinances.

"Review Sub-Committee" means a committee to hear and make a decision on any application for approval of plans and specifications for:

- (a) Building Modifications;
- (b) Landscape Modifications; or
- (c) New Constructions.

"Roundabout" means the part of Community Property designated "F" on the Concept Plan.

"Rules" means the rules made under By-Law 55.

"Secretary" means the secretary of the Community Association.

"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" means a Statutory Service or a Private Service.

HALLSONS STEPHEN JACQUES

TERMS OF REFERENCE NOT CHECKED  
BY CIVIL ENGINEERING OFFICE

REGISTERED  B22-3-1991

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- 45 -

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

"Service Provider" means, without limitation, Sydney Electricity, Telecom Australia, the Water Board, AGL Sydney Limited, Council of the City of Randwick and any authorities or corporations assuming their Functions.

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

"Statutory Service" means a service running through or servicing Lots, Association Property or Common Property provided by a Service Provider.

"Strata Corporation" means a body corporate constituted by section 54 of the Strata Titles Act 1973 for a Strata Scheme.

"Strata Lot" means a lot within the meaning of the Strata Titles Act 1973 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 Titles Act 1973 which includes common property.

"Strata Scheme" means:

- (a) a strata scheme under the Strata Titles Act 1973 that includes Common Property and is part of a Community Scheme;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Strata Titles Act 1973 and the Community Titles Legislation in relation to the scheme.

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

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

"Swimming Pool" means the swimming pool to be constructed on the Swimming Pool Area.

"Swimming Pool Area" means the part of Community Property designated "D" on the Concept Plan.

"Swimming Pool Expenses" means all expenses and liabilities in connection with the control, management, operation, maintenance and repair of the Swimming Pool Area.

"Swimming Pool Users" means:

- (a) proprietors for the time being of Lots 17, 28 and 27 in the Community Plan; and
- (b) each Neighbourhood Association but not Strata Corporations.

MALLESONS STEPHEN JACOBS

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IN LANDS OFFICE

REGISTERED  2223/1991

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28th March, 1991



MANAGEMENT STATEMENT

"Tennis Courts" means the tennis courts to be constructed on the Tennis Court Area.

"Tennis Court Area" means the part of Community Property designated "E" on the Concept Plan.

"Treasurer" means the treasurer of the Community Association.

73.2. In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) 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.

73.3 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

73.4 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.

73.5 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.

73.6 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.

73.7 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.

MALLESONS STEPHEN JACOBS

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED  2022.3.1991

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PART 7

COMMUNITY PLAN

See accompanying Community Plan

PRESCRIBED DIAGRAM

See accompanying Prescribed Diagram

MALLESONS STEPHEN JAQUES

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IN LAND REVENUE OFFICE

REGISTERED  22.3.1991

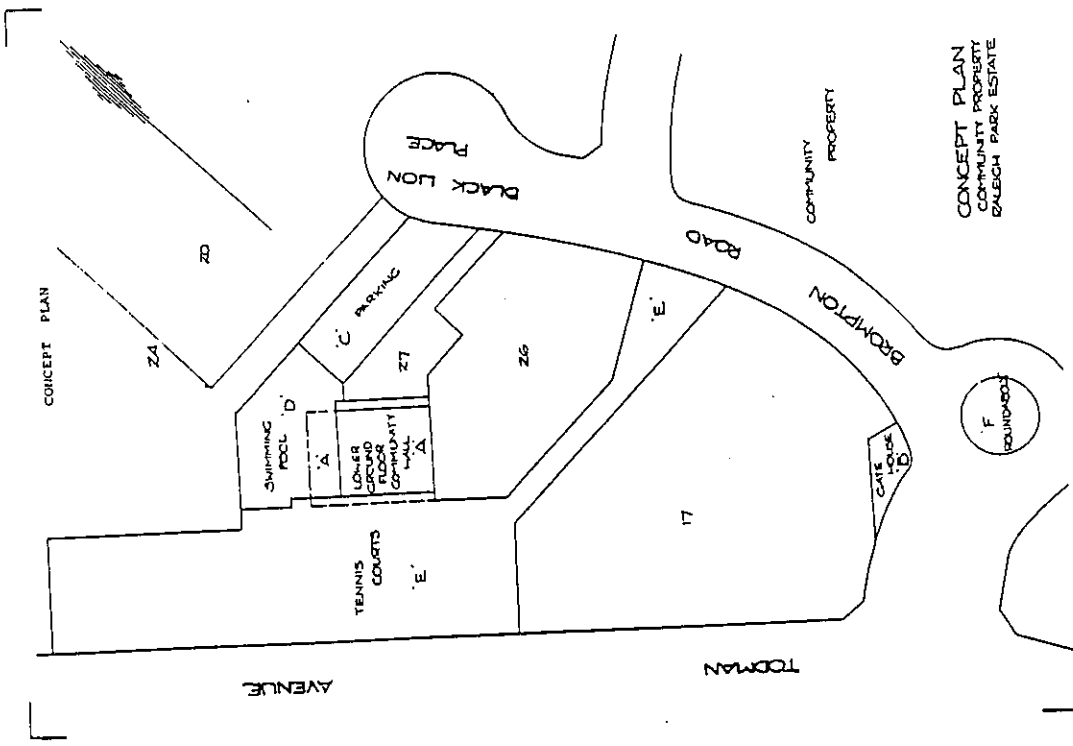
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28th March, 1991



MANAGEMENT STATEMENT

PART 7



CONCEPT PLAN  
COMMUNITY PROPERTY  
BOLECH PARK ESTATE

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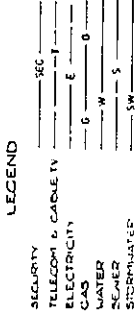
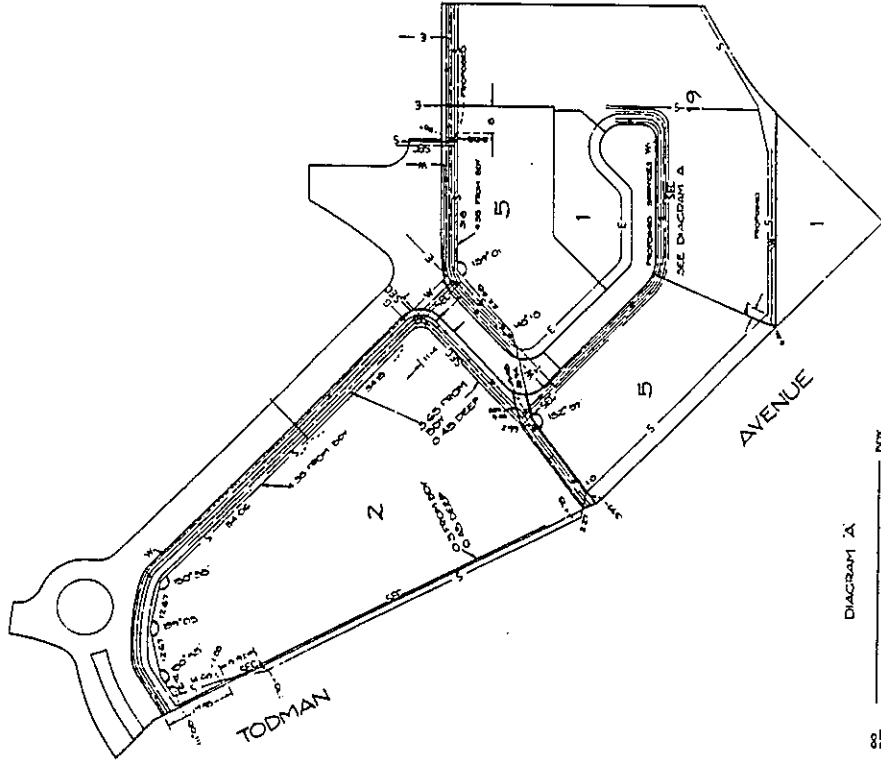
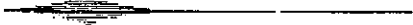


COMMUNITY PLAN  
 D.P. No. 270003  
 SHEET 64 OF 57 SHEETS  
 PLAN OF SERVICE WORKS AS  
 EXECUTED OR TO BE EXECUTED  
 FOR BAILEY PARK ESTATE  
 REGISTERED: 18223 1991  
 REDUCTION RATIO: 1:200

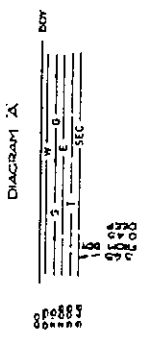
THE SURVEYOR HAS BEEN ADVISED BY THE REGISTERED PROFESSIONAL ENGINEER TO CERTIFY THAT THIS IS A PLAN OF SERVICE WORKS AS EXECUTED/ASSETMENTS PROVIDED FOR THE DEVELOPMENT SHOWN IN COMMUNITY/AREAS/NEIGHBOURHOOD PLAN No.

*J. Fisher*

SECTION TO BE EXECUTED



NOTE  
 FOR DETAILS OF SERVICES EXCEPT SECURITY SEE APPROPRIATE SERVICE AUTHORITIES



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 28th March, 1991

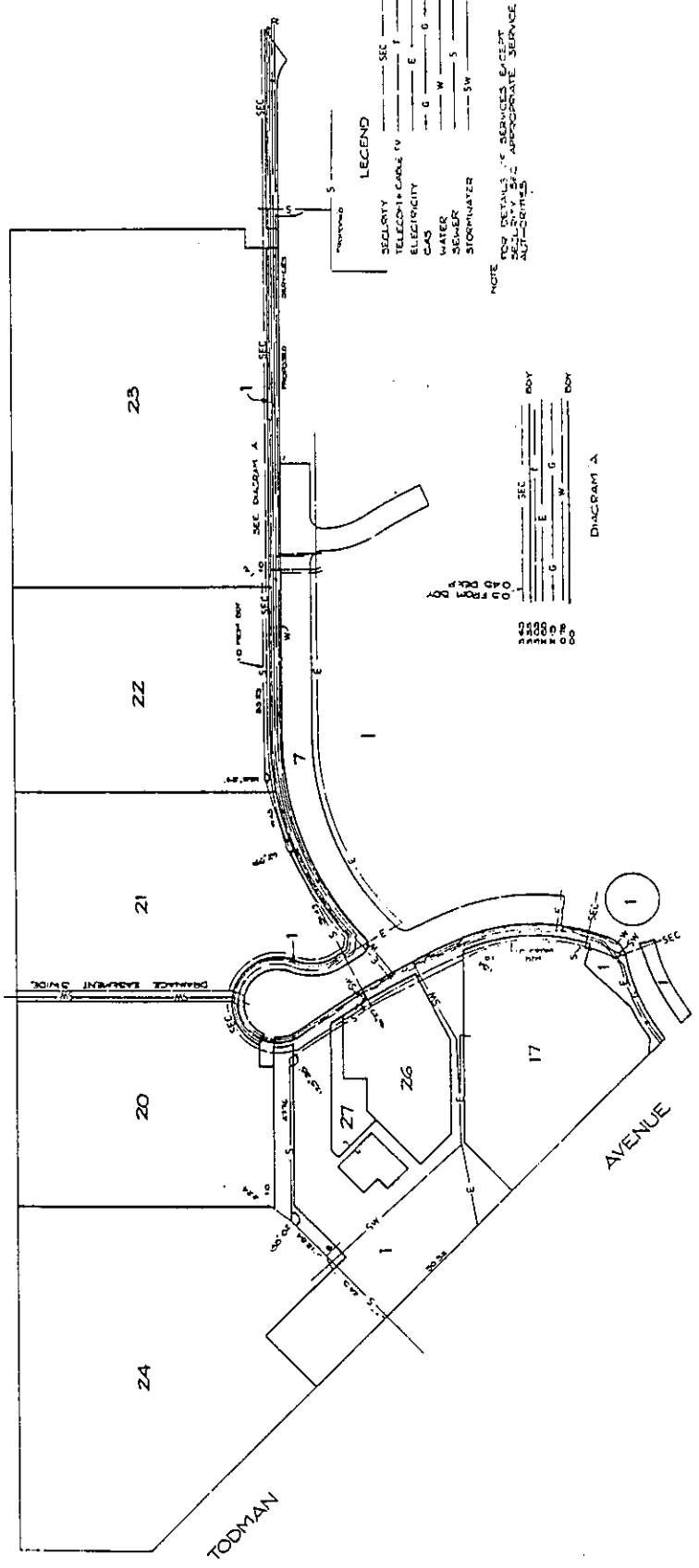
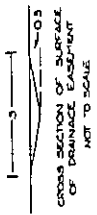


**COMMUNITY PLAN**  
 D/P No 270007  
 SHEET 52 OF 57 SHEETS

PLAN OF SERVICE WORKS AS  
 EXECUTED OR TO BE EXECUTED  
 FOR RALEIGH PARK ESTATE  
 REGIONS 17-22 22 3 1991  
 REDUCTION RATIO 1:1000

I, J.A. THORP, SURVEYOR  
 OF HIGHWAY, DO hereby certify that this is a plan of service works  
 AS EXECUTED/AGREED-TO BE PROVIDED FOR THE  
 DEVELOPMENT SHOWN IN COMMUNITY/FREIGHT  
 RE-DEVELOPMENT PLAN No.

*J.A. Thorp*



**LEGEND**

SECURITY	SEC
TELEPHONE CABLE	TV
ELECTRICITY	E
GAS	G
WATER	W
STORMWATER	SW

NOTE  
 ALL DRAWINGS OF SERVICES TO BE SET  
 OUT IN ACCORDANCE WITH THE  
 APPROPRIATE SERVICE  
 AUTHORITY'S

0000	SEC	BOY
0000	E	BOY
0000	G	BOY
0000	W	BOY
0000	SW	BOY

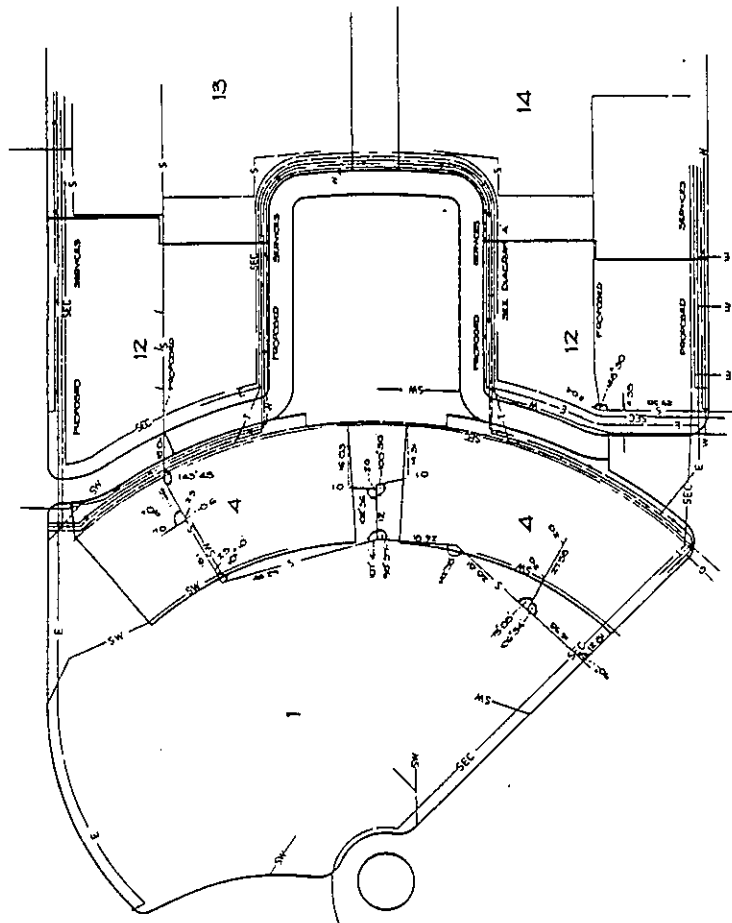
DIAGRAM A



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**COMMUNITY PLAN**  
D.P. No. 210003  
SHEET 36 OF 37 SHEETS  
PLAN OF SERVICE WORKS AS EXECUTED OR TO BE EXECUTED FOR RALEIGH PARK ESTATE REGISTERED 10223 1964.  
REDUCTION RATIO 1:500  
SUNDRY NOTES: THIS IS A PLAN OF THE SERVICE WORKS AS EXECUTED/AS TO BE EXECUTED PROVIDED FOR THE DEVELOPMENT SHOWN BY COMMUNITY/REGULATED DEVELOPMENT PLAN NO. 10223 1964.

*f. J. J. [Signature]*



LEGEND

SECURITY	---	SEC
TELECOM & CABLE TV	---	TE
ELECTRICITY	---	E
GAS	---	G
WATER	---	W
SEWER	---	S
STORMWATER	---	SW

NOTE: FOR DETAILS OF SERVICES EXCEPT SECURITY SEE APPROPRIATE SERVICE AUTHORITIES

001

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002	0	E	0
003	0	G	0
004	0	S	0
005	0	SW	0

DIAGRAM 'A'

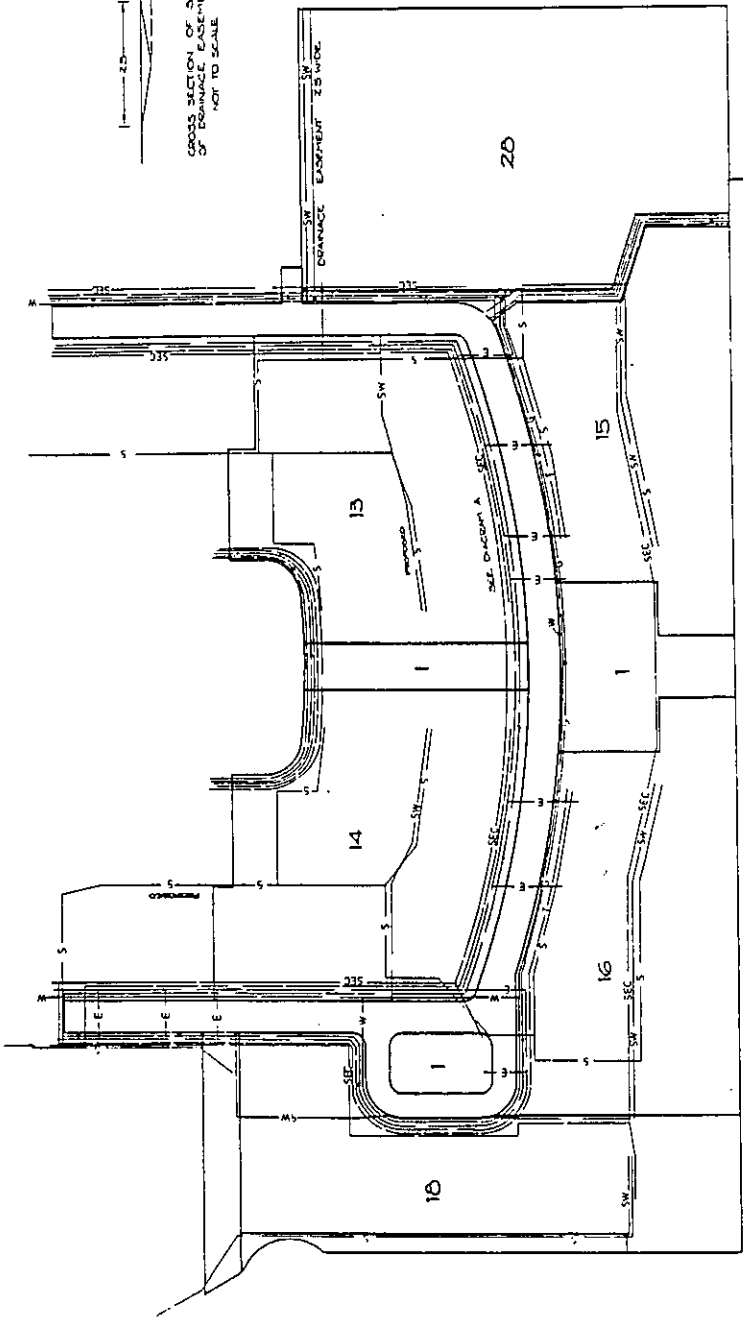
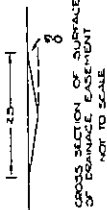
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COMMUNITY PLAN  
OR No. 21000 F  
SHEET 57 OF 57 SHEETS  
PLAN OF SERVICE WORKS AS  
EXECUTED OR TO BE EXECUTED  
FOR RALEIGH PARK ESTATE  
REGISTERED 1880 1223 4191.  
REDUCTION RATIO 1/2000  
SURVEYOR  
OF PROVISIONAL, PLAN, & TRUST, 100-400 BROADVILLE 2009  
CERTIFY THAT THIS IS A PLAN OF THE SERVICE  
WORKS AS EXECUTED OR TO BE EXECUTED  
IN ACCORDANCE WITH THE DEVELOPMENT SHOWN BY COMMUNITY  
APPROVED PLAN No. 21000 F

J.A. Turner



BALFOUR ROAD

ROAD

SALISBURY RD

SEC 1	0
SEC 2	0
SEC 3	0
SEC 4	0
SEC 5	0
SEC 6	0

DIAGRAM 'A'

LEGEND

- SEC \_\_\_\_\_ SEC
- TELEPHON & CABLE TV \_\_\_\_\_ T
- ELECTRICITY \_\_\_\_\_ E
- GAS \_\_\_\_\_ G
- WATER \_\_\_\_\_ W
- SEWER \_\_\_\_\_ S
- STORMWATER \_\_\_\_\_ SW

NOTE FOR DETAILS OF SERVICES ENQUIRY  
SECURITY & APPROPRIATE SERVICE  
AUTORITIES

SURVEYORS REFERENCE 8949

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negative of the original and is in the custody of the  
SURVEYORS REFERENCE 8949





**AMENDMENT OF MANAGEMENT STATEMENT**  
SECTION 27 OF COMMUNITY LAND DEVELOPMENT ACT, 1989

				R

REFERENCE TO  
TITLE OF  
ASSOCIATION  
PROPERTY  
Notes (a)

Torrens Title Reference

FOLIO IDENTIFIER 1/270003

NUMBER OF  
DEPOSITED PLAN  
Notes (b)

The Community/Precinct/Neighbourhood Association D.P. No. 270003 certifies that, by a special resolution passed on 3 March 1993 in accordance with section 14 Community Land Management Act, 1989, it amended the management statement as follows;

Notes (d)

REPEALED BY-LAW No. 39	OFFICE USE ONLY
INSERTED/ADDED BY-LAW No. 39	
as fully set out below.	

Notes (e)

**By-Law 39 - Keeping of Animals**

- 39.1 The proprietor or occupier of a Lot must not keep an Animal on the Lot or other part of the Community Parcel.
- 39.2 Notwithstanding By-Law 39.1:
  - (a) a completely or partially blind proprietor or occupier of a Lot may keep a dog used as a guide dog on a Lot; and
  - (b) a completely or partially blind person may use a dog as a guide dog on a Lot or any other part of the Community Parcel.
- 39.3 A proprietor or occupier of a Lot must not permit any person who is on the Community Parcel with his consent (express or implied) to bring or keep an Animal on the Lot or any other part of the Community Parcel and if he does so, without limiting his liability under these by-laws or the law generally, that proprietor or occupier is:
  - (a) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise made by that animal 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
  - (b) responsible for cleaning up after the Animal has used any part of another Lot or any other part of the Community Parcel.

The Common Seal of the Community/Precinct/Neighbourhood Association D.P. No. 270003 was hereunto affixed on 3 March 1993 in the presence of JOHN A. SEAR being the person/s authorised by Section 7 of the Community Land Management Act 1989 to attest the affixing of the Seal



TO BE COMPLETED BY LOGGING PARTY

Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
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		Delivery Directors	

OFFICE USE ONLY



REQUEST  
Real Property Act 1900



486581 L

(A) STAMP DUTY  
If applicable.

Office of State Revenue use only

ANNEXURE 'B'

(B) TITLE  
Show no more than 20.

Folio Identifier 1/270003

(C) REGISTERED DEALING  
If applicable.

(D) LOUGED BY

L.T.O. Box CALAW	Name, Address or DX and Telephone NORTON SMITH & CO	Dealing Code
---------------------	--	--------------

REFERENCE (max 15 characters):

(E) APPLICANT

THE COMMUNITY ASSOCIATION DEPOSITED PLAN NO. 270003

(F) REQUEST

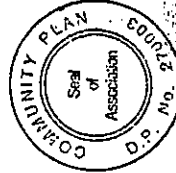
AMENDMENT OF MANAGEMENT STATEMENT  
Section 39 Community Land Development Act 1989

THE APPLICANT certifies that by a special resolution passed on 18 July 1995, in accordance with section 14 of the Community Land Management Act 1989, it amended the Management Statement as follows:

ADDED BY-LAW NO. 24A, B and C

See Annexure "A"

THE COMMON SEAL OF THE COMMUNITY ASSOCIATION DEPOSITED PLAN NO. 270003 was affixed hereto on 24 July 1995 in the presence of DAVID W. ALAN Administrator of the person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.



CHECKED BY (signature)

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE REQUEST BY THE COMMUNITY ASSOCIATION DEPOSITED PLAN NO. 270003 - AMENDMENT OF MANAGEMENT STATEMENT

AMENDMENT TO PART 2 OF MANAGEMENT STATEMENT DP 270003

BY-LAW 24A THE SECOND SWIMMING POOL AREA (PRE-CONSTRUCTION)

24A.1 Use of The Second Swimming Pool Area is restricted under this By-Law for the purposes of construction of The Second Swimming Pool and carrying out Development Activities associated with that construction. The proprietors for the time being of all Community Development Lots (excluding 17 and 26) shall have exclusive use of The Second Swimming Pool Area for the term of this By-Law.

24A.2 Restricted use of The Second Swimming Pool Area shall cease when such proprietors serve upon the Community Association a notice informing the Community Association that construction of The Second Swimming Pool is complete.

24A.3 The matters set out in By-Law 24 under clause 6 of schedule 3 of the Development Act apply to, and form part of, this By-Law (and shall be read as if references to this By-Law 24A were included).

BY-LAW 24B THE SECOND SWIMMING POOL AREA (POST CONSTRUCTION)

24B.1 Use of The Second Swimming Pool Area is restricted to The Second Swimming Pool Users.

24B.2 The Community Association is responsible for:

- (a) the control, management, operation, maintenance and repair of The Second Swimming Pool Area, and
- (b) payment of The Second Swimming Pool Expenses.

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Form: 21  
Licence: 01-05-102  
Licensee: LEAP Legal Software Pty Limited  
Firm name: J.S. Mueller & Co

# AMENDMENT OF MANAGEMENT STATEMENT



## AE983286P

New South Wales  
Section 39  
Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Folio of the Register for the Association Property 1/270003	
-------------------	--	--

(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference (optional): JSM. 16926	CS

(C) APPLICANT	Community Association	Deposited Plan No. 270003
---------------	-----------------------	---------------------------

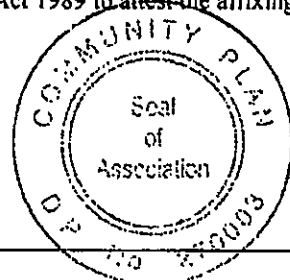
(D) The applicant certifies that by a special / unanimous resolution passed on 19 August 2009 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS	Repealed 4.2, 4.3, 4.4, 4.5	Added 4.2, 4.3, 4.4, 4.5 as fully set out below
-------------	--------------------------------	--

(F) TEXT OF ADDED BY-LAW  
Refer to Annexure "A"

(G) The common seal of the community ~~neighbourhood / precinct~~ association deposited plan 270003 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: Deean Wrighter  
Date: 10 September 2009



## Annexure "A"

### Replacement by-law 4.2

- 4.2. The Review Sub-Committee must consist of a minimum number of 3 members being 2 full-time members and a part-time member appointed by the Executive Committee from the members of the Executive Committee and may also include 1 part-time member nominated by each subsidiary body from its members and appointed by the Executive Committee.

### Replacement by-law 4.3

- 4.3 For the purpose of hearing and determining an application to it the Review Sub-Committee shall nominate a panel consisting of the 2 full-time members plus:
- (a) in the case of an application by a proprietor of a Community Development Lot: the part-time member appointed by the Executive Committee from its members;
  - (b) in the case of an application by a proprietor of a Lot in a Subsidiary Scheme: the part-time member appointed from the membership of the Subsidiary Body of which that proprietor is a member, but only when such a part-time member has been appointed to the Review Sub-Committee;
  - (c) In the case of an application by a Subsidiary Body: the part-time member appointed by that Subsidiary Body from its members, but only when such a part-time member has been appointed to the Review Sub-Committee.

### Replacement by-law 4.4

- 4.4 (a) After each Annual General Meeting the Executive Committee must appoint 2 full-time members and a part-time member from its members.
- (b) After each general meeting of a Subsidiary Body the Executive Committee must appoint as a part-time member the nominee of the Subsidiary Body under by-law 4.5.



Replacement by-law 4.5

- 4.5 (a) At its annual general meeting each Subsidiary Body must nominate a part-time member for appointment to the Review Sub-Committee under by-law 4.2.
- (b) In the event that a Subsidiary Body does not nominate a part-time member for appointment under by-law 4.2 at its annual general meeting then the Review Sub-Committee shall not comprise such a part-time member.
- (c) A Subsidiary Body may at a special general meeting nominate a part-time member for appointment to the Review Sub-Committee under by-law 4.2 where it failed to make a nomination pursuant to sub-paragraph (a) at the immediately preceding annual general meeting.

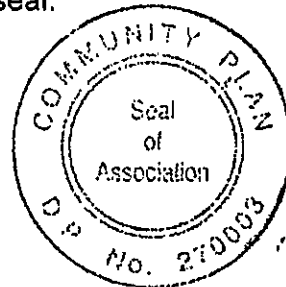
The Common Seal of the Community Association Deposited Plan 270003 was affixed in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date :

*[Handwritten Signature]*  
*Devin Wright*  
*10 September 2009*



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Firm name: J.S. Mueller & Co

# AMENDMENT OF MANAGEMENT STATEMENT

New South Wales  
Section 39  
Community Land Development Act 1989



## AG538652B

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/270003
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(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference: JSM. 21377	CS

(C) APPLICANT	Community Association	Deposited Plan No 270003
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(D) The applicant certifies that by a unanimous resolution passed on 17 August 2011 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
	4.21 and 26.5 - 26.18	4.11(a) and 26.5 as fully set out below

(F) TEXT OF ADDED BY-LAW  
See annexure

(G) The common seal of the community association deposited plan 270003 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:

*Deem Wright*  
16/9/2011



**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT AFFECTING  
1/270003**

"4.11(a) The Review Sub-Committee may refer to the Community Association Executive Committee any applications, plans and/or specifications for a final determination.

26.5 All decisions in relation to proper management, control and administration of the Community Hall is to be the responsibility of the Executive Committee."

The common seal of the Community Association Deposited Plan 270003 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:

*Deon Wright*

Date:

*16/9/2011*

