



ANNEX

E

**Community Title
Scheme**

Approved 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, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

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 unanimous resolution of the Community Association in accordance with Section 17(2) of the Community Land Management Act 1989.

These By-Laws may relate to the control or preservation of the essence or theme of the development under the Community Scheme by specifying:

- (a) any provisions limiting occupants under the Scheme to persons of a particular description; and
- (b) the architectural, building or landscaping styles to be permitted; and
- (c) the kind of materials that may be used in buildings and other structures; and
- (d) any provisions requiring the specified Community Association Property to be used only for particular purposes; and
- (e) any other kind of restrictions.

**BY-LAW 1 ENVIRONMENTALLY AND ARCHEOLOGICALLY
SENSITIVE DEVELOPMENT**

- 1.1 The Community Association is charged with maintaining the integrity of the Community Scheme and complying strictly with all relevant Planning Instruments affecting the Community Scheme from time to time.

- 1.2 All Subsidiary Bodies must comply with the standards set by the Community Association.

BY-LAW 2 ARCHITECTURAL STANDARDS

- 2.1 The Architectural Standards and Landscape Standards bind:

- (a) the Community Association;
- (b) each proprietor or occupier of a Lot;
- (a) each Subsidiary Body
- (b) each mortgagee in possession of a Lot; and
- (c) each lessee of a Lot

other than the Original Proprietor.

- 2.2 Any Subsidiary Body may determine its own standards provided that such standards are approved in accordance with By Law 3.

**BY-LAW 3 AMENDING ARCHITECTURAL STANDARDS AND
LANDSCAPING STANDARDS**

Right of Community Association to amend

- 3.1 The Original Proprietor may from time to time create, adopt, add to or alter architectural standards for Community Property and any Lot in the Community Scheme.
- 3.2 No proprietor of a Lot other than the Original Proprietor or a Subsidiary Body is entitled to amend the standards in any way without the prior written consent of
- (a) the Community Association or, where the Community Association has delegated the authority, that delegate; and
 - (b) the Original Proprietor.
- 3.3 If a Subsidiary Body seeks to add to or alter its respective architectural standards or landscape standards in accordance with these By-Laws then the Community Association must, within a reasonable time, deliver a copy of the alterations or additions to each Subsidiary Body and each proprietor of a Community Development Lot.
- 3.4 The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Community Association upon payment of a reasonable fee.

- 3.5 The landscape standards and architectural standards may be set for any Community Development Lot by the Original Proprietor, or the Community Association but only if the Original Proprietor gives its consent.
- 3.6 Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.
- 3.7 The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee, the Design Review Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 3.8 to 3.13.
- 3.8 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 Original Proprietor as to:
- (a) suitability of design;
 - (b) colour and materials;
 - (c) quality of design, and materials;
 - (d) harmony of existing design and existing structures;
 - (e) location in relation to surrounding structures and topography;
 - (f) elevation in relation to existing structures and topography; and
 - (g) harmony with existing landscaping; or
- for landscape modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.
- 3.9 Any plans and specifications submitted pursuant to By-Law 3.8 must be to the standard required from time to time by the Original Proprietor .
- 3.10 The decision of the Original Proprietor must be made on the basis of the By-Laws, the Architectural Standards and Landscaping Standards and any rules in force at the time of its decisions. Where the decision has been delegated to a consultant or a manager as the case may be, the consultant or the manager must base his, her or its decision on the same criteria.

- 3.11 The Original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Community Association a security for any damage that an applicant. Its contractors, employees or agents may cause to Association Property.
- 3.12 If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 3.13 A decision of the Original Proprietor is binding on any applicant for a decision.

**BY-LAW 4 MODIFICATIONS AND NEW CONSTRUCTIONS BY THE
COMMUNITY ASSOCIATION**

- 4.1 If the Community Association wants to make:

- (a) a building modification;
- (b) a landscape modification; or
- (c) a new construction

to Community Property then it must comply with the Architectural Standards and Landscape Standards in force for Community Property and obtain any approvals required of any competent authority.

BY-LAW 5 ASSOCIATION PROPERTY

- 5.1 The proprietor or occupier of a Lot must not except with the approval of the Community Association leave anything on or obstruct the use of the Association property.
- 5.2 The proprietor or occupier of a Lot must not damage Association property of any kind.
- 5.3 The proprietor or occupier of a Lot must not except with the approval of the Community Association use any part of the Association property to the exclusion of any other person.
- 5.4 The proprietor or occupier of a Lot must give notice to the Community Association of any damage or defect in Association property immediately he or she becomes aware of it.

BY-LAW 6 CONSTRUCTION ON ASSOCIATION PROPERTY

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

- (a) construct any building or other structure including without limitation a fence, screen, pergola or awning on Association property;
- (b) attach any item as a fixture to Association property; or
- (c) alter Association property

6.2 Any construction, attachment or alteration referred to in the preceding By-Law whether made with or without approval of the Community Association is at the risk of the person erecting it.

BY-LAW 7 NO INAPPROPRIATE USE

7.1 The proprietor or occupier of a Lot must not use anything on the Community Parcel for any purpose other than that for which it was constructed or provided without the approval of the Original Proprietor.

BY-LAW 8 CLEANLINESS

8.1 The proprietor or occupier of a Lot must keep the lot clean and tidy and in good repair and condition.

8.2 The Community Association may give notice to a proprietor or occupier of a Lot requiring him or her to comply with the terms of this By-Law.

BY-LAW 9 RESTRICTED USE OF PRIVATE MOTORISED TRANSPORT

9.1 No vehicle may be excessively noisy or emit excessive levels of exhaust or other fumes. No caravan, trailer or like equipment may be kept on Community Property without the written consent of the Community Association who is not obliged to favourably consider any such request.

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 Tribunal and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Community Property in accordance with Section 54 of the Community Land Management Act 1989.

BY-LAW 10 DEVELOPMENT IN STAGES

- 10.1 Use of Community Property not referred to in By-Laws 11-14 inclusive and service lines owned by the Community Association is restricted to the proprietors for the time being of all Community Development Lots in the manner and for the purpose set out in the By-Laws whilst carrying out Development Activities on a Community Development Lot or the Community Property.
- 10.2 Restricted use of the Community Property referred to in this By-Law ceases when the proprietor for the time being of all Community Development Lots:
- (a) registers at the Land Titles Office a Community, Precinct, Neighbourhood or Strata Plan in respect of the last Community Development Lot owned by it; or
 - (b) serves on the Community Association a notice informing the Community Association that the Development Activities on the Community Parcel have ceased.
- 10.3 Subject to By-Law 10.1 and 10.2, the use of the Community Property is restricted to the proprietors for the time being of a Community Development Lot and of a lot in any Subsidiary Scheme and all Authorised Persons.

BY-LAW 11 ACCESS WAYS

- 11.1 There are no Access Ways.

BY-LAW 12 ACCESS RIGHTS

- 12.1 The Original Proprietor and all persons authorised by it shall have the following rights for the purpose of enabling that proprietor:
- (i) to complete the development of the Community Parcel as necessary and to carry out Development Activities on the Community Parcel; and
 - (ii) to carry out development on land adjacent to the Community Parcel:
 - (a) Access rights: complete and unrestricted access by foot and 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, buildings, 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.
 - (d) Right to attach signs: the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on Community Property.
 - (g) Right to conduct sales: the right to conduct sales whether by auction or otherwise on Community Property.
- 12.2 The matters set out under By-Law 14 pursuant to Clause 6 of Schedule 3 of the Development Act apply to and form part of this By-Law.
- 12.3 If the owner of a Community Development Lot requires access over an access way in a Subsidiary Parcel and registers a Precinct Plan, Neighbourhood Plan or a Strata Plan requiring access to and egress from the Precinct or Neighbourhood Parcel over such access ways in any Subsidiary Parcel such an access way will be allowed by the Precinct Association, Neighbourhood Association or Owners Corporation (as applicable) without fees.
- 12.4 The provisions of By-Law 14 apply even where the relevant Plan contemplates access way to be granted to development on land adjacent to the Community Parcel.

BY-LAW 13 PROVISION OF SERVICES

- 13.1 The Community Association will not provide any services to the exclusion of any other person.

BY-LAW 14 SCHEDULE 3 CLAUSE 6 MATTERS

- 14.1 Clause 6, Schedule 3 of the Development Act applies to and forms part of By-Laws 10-13 inclusive in this Part 2 unless the context indicates to the contrary.
- 14.2 The terms and conditions relating to use of the Community Property under By-Laws 10-13 inclusive are:
- (a) all damage to or interference with the Community Parcel must be made good at the expense of the Original Proprietor as soon as possible after that damage or interference occur;
 - (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;
 - (c) upon completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition; and

- (d) access is limited to between the hours of 7:00am and 7:00pm Monday to Friday and 8:00am and 4:00pm on any other day.
- 14.3 The Community Association must levy a contribution for any costs associated in maintaining or holding the Community Property unless that cost is payable by the Original Proprietor under those By-Laws.
- 14.4 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 any By-Law then it shall make Security Keys available to the proprietors for the time being of all Community Development Lots or the Subsidiary Bodies, if appropriate.

PART 3

MANDATORY MATTERS

BY-LAW 15 COMMUNITY PROPERTY

- 15.1 Community Property comprises Lot 1.

The Access Ways

- 15.2 There are no Open Access Ways.
- 15.3 No part of the Community Property has been set apart as a Private Access Way.

Community Property and Special Features

- 15.4 The Community Association may contract persons to provide management, operational, maintenance and other services in connection with Community Property.
- 15.5 The Community Association is entitled to make Rules relating to the control, management and maintenance of the Community Property in accordance with the Management Act and By-Law 26.
- 15.6 The Community Association is entitled to make Rules relating to the use of Community Property including any special facilities in accordance with By-Law 26.

Internal Fencing

- 15.7 Fencing must be erected and maintained solely at the cost of the lot proprietor. Where any fence is a dividing fence, the cost of erection and maintenance of the fence must be shared equally between the lot proprietors, except where the adjoining proprietor is either the Original Proprietor or the Community Association. Neither the Original Proprietor nor the Community Association is obliged to contribute towards the cost of erection or maintenance of any such fencing.

- 15.8 Subject to By-Law 15.7, all other fencing must be maintained by the Community Association.

Storage and Collection of Garbage

- 15.9 The Community Association must provide on Community Property garbage bins for the storage of garbage which is generated on Community Property.
- 15.10 The Community Association must:
- (a) deposit all garbage from Community Property and the property of Subsidiary Schemes into the garbage bins; and
 - (b) keep the area where the garbage bins are provided clean and tidy.
- 15.11 The Community Association is responsible to ensure that garbage from Association Property is either made available for collection by the local council in accordance with the Council's rules, regulations and ordinances or must otherwise arrange for the removal of garbage by private contractors.

Services

- 15.12 No Services will be provided by the Community Association.
- 15.13 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 any Subsidiary body affected by the amendment to enable that Subsidiary body to:
- (a) give its consent to the amendment if such consent is required;
 - (b) make available all necessary documents including the Certificate of Title for the Property of such Subsidiary Scheme to facilitate the registration of the amendment and thereafter the Community Association must register the later Prescribed Diagram.

Insurance

- 15.14 The community Association must review on an annual basis all insurances affected by it and the need for new or additional insurances.
- 15.15 Notice of an annual general meeting must include a form of motion to consider whether insurances affected by the Community Association should be confirmed, varied or extended.
- 15.16 The Community Association is charged to review and where necessary affect new insurances or vary or extend existing insurances where in the reasonable opinion of the Community Association there is an increase in risk or a new risk to Community Property.

- 15.17 A proprietor or occupier of a Lot must not, except with the approval of the Community Association do anything that might void or prejudice insurance effected by the Community Association or increase any insurance premium payable by the Community Association.

BY-LAW 16 EXECUTIVE COMMITTEE

Constitution

- 16.1 (a) The Executive Committee of the Association is constituted under and must be established in accordance with Division 2 of Part 2 of the Management Act.
- (b) The Executive Committee may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Chairman, Secretary and Treasurer

- 16.2 The chairman, secretary and treasurer of the Executive Committee shall also be respectively the chairman, secretary and treasurer of the Association.

Notice Board

- 16.3 The Executive Committee may fix a notice board to an accessible and prominent part of the Community Association Property.

Notice of Meeting

- 16.4 The Executive Committee must, not less than 72 hours (or such other period as the Association may decide) immediately before the Executive Committee holds a meeting, display on the notice board, if there is one, or give each proprietor of a Lot:
- (a) a notice of its intention to hold the meeting; and
- (b) the detailed agenda proposed for the meeting.

Agenda

- 16.5 The Agenda for a meeting of the Executive Committee must detail the business which is proposed to be dealt with at that meeting.

Meetings

- 16.6 Meetings of the Executive Committee may be held on or near the Community Parcel or such other place is convenient for the members of the Executive Committee.
- 16.7 A matter may not be dealt with, discussed or decided upon at a meeting of the Executive Committee unless details of the matters are set out in the agenda for the meeting.

- 16.8 The Secretary or, in his or her absence, any member of the Executive Committee, must if requested by not less than one-third of the members of the Executive Committee:
- (a) convene a meeting of the Executive Committee within the time specified in the request or if no time is specified in the request, within fourteen (14) days of the request; and
 - (b) display on the notice board, if there is one or give each proprietor of a Lot a notice of the intention of the Executive Committee to hold the meeting and the agenda in accordance with By-Law 16.5.
- 16.9 If:
- (a) a meeting of the Executive Committee is held before:
 - (i) proper notice of its intention to hold the meeting has been displayed on the notice board, if there is one, or given to each proprietor of a Lot; and
 - (ii) expiry of the period during which the notice must be displayed or given under By-Law 16.8(a); and
 - (b) prior to or at the meeting or the Executive Committee a member of the Association gives the Executive Committee a notice of intention to oppose the making of a decision on a matter,
- then a decision made on that matter in the meeting must not be implemented:
- (c) if during the period required under By-Law 16.8(a) for the display of the notice, a notice opposing the making of the decision is given to the Secretary by members of the Association who have a majority of the unit entitlements; or
 - (d) until the proper display or giving of the notice of intention and expiry of the period required by By-Law 16.8(a) if a notice opposing the making of the decision is not given prior to such expiry.
- 16.10 If a notice opposing the making of a decision is given under By-Law 16.9(c) then the decision made by the Executive Committee which was opposed must be revoked by the Executive Committee and be of not effect.

Voting in Writing

16.11 Where:

- (a) each member of the Executive Committee has been served with a copy of any motion of a proposed resolution to be submitted at that meeting; and
- (b) the proposed resolution has been approved in writing by a majority of the members of the Executive Committee,

then the resolution is, if a notice has not been given under section 38(3) of the Management Act, as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, even though the meeting was not held.

Right of Proprietors to attend Meetings

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

Record of Minutes

16.13 Minutes of the meetings of the Executive Committee and all resolutions passed must be placed with the minutes of the General Meetings of the Association.

Display of Minutes

16.14 The Executive Committee must within seven (7) days after any meeting of the Executive Committee or the passing of a resolution:

- (a) display on the notice board, if there is one or provide each proprietor of a Lot with a copy of the minutes of that meeting; or
- (b) display on the notice board, if there is one, or provide each proprietor of a Lot with a copy of the resolution passed under By-Law 16.11.

If the Executive Committee elects to display a copy of the minutes or the resolution on the notice board then the copy of the minutes and the resolution must be displayed on the notice board for a period of at least fourteen (14) days.

Powers and duties of Secretary

16.15 The powers and duties of the Secretary of the Association are:

- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Association and the Executive Committee;

- (b) giving on behalf of the Association and the Executive Committee, notices required to be given under the Management Act;
- (c) maintaining the Association roll;
- (d) making available for inspection, on behalf of the Association, the documents and records set out in Clause 1 of Schedule 4 of the Management Act;
- (e) supplying on behalf of the Association, certificates in accordance with Schedule 4 of the Management Act;
- (f) answering communications addressed to the Association or the Executive Committee;
- (g) convening meetings of the Executive Committee and the Association (other than the First Annual General Meeting);
- (h) performing and exercising matters of an administrative or secretarial nature which are associated with the functions and duties of the Association or the Executive Committee; and
- (i) keeping records for the Association under:
 - (i) Part 3 of Schedule 1 of the Management Act; and
 - (ii) Part 3 of Schedule 3 of the Management Act.

Powers and duties of Treasurer

16.16 The powers and duties of the Treasurer of the Association include:

- (a) notifying proprietors of Lots of contributions levied pursuant to the Management Act or the Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Association;
- (c) preparing any certificate applied for under and in accordance with Section 26 and Clause 2 of Schedule 4 of the Management Act;
- (d) keeping the prescribed accounting records referred to in Clause 10 of Schedule 1 of the Management Act;
- (e) preparing the prescribed financial statement referred to in Clause 11 of Schedule 1 of the Management Act;
- (f) the functions set out in Clause 36(1) of the Management Act.

- 16.16 The Executive Committee and its members shall not be liable for any loss or damage which arises as a result of any act done by Executive Committee or the members in it, his or her respective capacity as the Executive Committee or member of the Executive Committee except fraud on the part of the Executive Committee or that member.
- 16.17 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.
- 16.18 The Executive Committee may retain the services of independent consultants with special skills and expertise in:
- (a) architecture;
 - (b) landscaping;
 - (c) engineering/servicing consultant;
 - (d) any other discipline relevant to the operation of the Committee to advise and assist it in performing its functions.

PART 4

OPTIONAL MATTERS

BY-LAW 17 MAINTENANCE OF VACANT LOTS

- 17.1 A proprietor of a Lot must:
- (a) if that Lot is vacant, and until such time as building operations on that Lot commence:
 - (i) maintain that Lot to an acceptable standard;
 - (ii) keep the Lot free from debris and rubbish; and
 - (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

BY-LAW 18 SERVICES

- 18.1 The proprietor or occupier of a Lot must not:
- (a) carry out any works which interfere with Services unless the approval of the Community Association and any relevant authority has been first obtained in writing.; or

- (b) obstruct access to, overload or damage Services.

18.2 Subject to any provision set out in Section 60 of the Management Act, the Association and persons authorised by it may enter a lot at any time in an emergency and otherwise at reasonable times to maintain repair alter add to increase or decrease the capacity of or renew any Service.

BY-LAW 19 ASSOCIATION MAY ENTER AND DO WORK

19.1 The Community Association may (but shall not be obliged to) at the cost of the proprietor of the Lot do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws and which has not been done or has not been done as required.

19.2 If the Community Association wishes to exercise its right under By-Law 19.1 then the Community Association may:

- (a) give the proprietor or occupier of the Lot notice of its intention to enter and/or carry out work; and
- (b) (with or without any persons authorised by the Community Association) enter the Lot at any time after the date specified in the notice given by the Community Association under By-Law 19.2 (a) and remain on the Lot for so long as is necessary to carry out or do the act or thing which is done.

BY-LAW 20 RIGHT TO RECOVER MONEY

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

BY-LAW 21 CONTROL OF LESSEES/LICENSEES

21.1 A Proprietor whose Lot in whole or in part is the subject of a lease or licence agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement;
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the By-Law; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease or licence agreement to ensure that the lessee or licensee of the Lot and any person on the Neighbourhood Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

BY-LAW 22 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 22.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.

BY-LAW 23 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 23.1 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.
- 23.2 The costs, charges and expenses under By-Law 23.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and administration costs in connection with those matters.

BY-LAW 24 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

- 24.1 Any act or thing which a proprietor or occupier of a Lot is required to or may do under the By-Laws must be done at the cost of the proprietor or occupier.

BY-LAW 25 ASSOCIATION NOT LIABLE FOR DAMAGE

- 25.1 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 fraud of the Community Association or any employee or agent of the Community Association.

BY-LAW 26 RULES

- 26.1 The Association may with the consent of the Original Proprietor make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel.
- 26.2 The Association with the consent of the Original Proprietor may at any time add to or alter the Rules.
- 26.3 The Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws or any management agreement made by the Association and third parties.
- 26.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and the Association.

BY-LAW 27 MAINTENANCE OF SUBSIDIARY ASSOCIATION PROPERTY

- 27.1 The Community Association shall be responsible for the maintenance and control of all association property of any Subsidiary Scheme provided that such association property shall pursuant to the by laws of the Subsidiary Scheme be available to the use and enjoyment of all proprietors of lots in the Community Scheme and its Subsidiary Schemes.
- 27.2 For the purposes of this By-Law, “maintenance” shall include the replacement of any association property for which the Community Association has responsibility pursuant to By-Law 27.1.
- 27.3 The Community Association shall pay for or reimburse all Subsidiary Schemes in respect of any insurance premiums in respect of the insurance required or considered prudent in respect of association property subject of By-Law 28.1.

BY-LAW 28 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

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

BY-LAW 29 CERTIFICATE

- 29.1 A Certificate signed by the Association, its Managing Agent (if any) or the Secretary about a matter or a sum payable to the Association in connection with the By-Laws is, except in the case of manifest error, prima facie evidence of the amount or any other matter of fact stated in it.

BY-LAW 30 COMMUNICATIONS WITH ASSOCIATION

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

BY-LAW 31 COMMUNICATIONS FROM ASSOCIATION

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

BY-LAW 32 APPROVALS BY ASSOCIATION

- 32.1 The Association may give approval conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.
- 32.2 For the purposes of Clause 6 of Schedule 3 of the Development Act any management agreement entered into between the Community Association and a manager is deemed to be part of this Management Statement.

BY-LAW 33 RUN OFF

- 33.1 Neither the Community Association, any Subsidiary Association or owner of a Lot nor any other person or entity other than the Original Proprietor may prevent alter or hinder the natural flow of rainwater run off across the Community Association Parcel. The Original Proprietor may utilise the run off in such manner as it sees fit.

BY-LAW 34 GENERAL RESTRICTIONS

- 34.1 A proprietor or occupier of a Lot other than the Original Proprietor must not do or permit any of the following on the Community Parcel without the consent of the Original Proprietor:-
- (a) park any vehicle, boat, trailer or caravan other than in a designated parking space;
 - (b) park any vehicle in excess of 3.5 tonnes except for the purpose of making deliveries or collecting items;
 - (c) create any noise or behave in a manner which is likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or lot in any Subsidiary Scheme;
 - (d) obstruct the lawful use of Community Property or the property of any Subsidiary Scheme;
 - (e) dress, speak or act in such a manner as is likely to cause offence to the proprietor or occupier of any Lot;
 - (f) operate or permit to be operated any device which interferes with any electronic equipment or appliance which is lawfully used by the Community Association, the association of any Subsidiary Scheme or a proprietor of any Lot;
 - (g) use a Lot for any illegal purpose;
 - (h) use any building constructed on a Lot as an exhibition home or for the promotion of the sale of homes: or
 - (i) display any sign, advertisement, hoarding or similar structure including any sign advertising a Lot to be for sale.

BY_LAW 35 POWERS OF THE ORIGINAL PROPRIETOR

- 35.1 All powers, discretions and exemptions given to the Original Proprietor by the By-Laws set out in this Management Statement shall terminate upon the first to occur of the following events:-
- 35.1.1 The Original Proprietor ceases to be the proprietor of a lot in the Community Scheme or any Subsidiary Scheme; or
 - 35.1.2 The Original Proprietor gives notice to the Community Association in writing that it relinquishes all of its powers, discretions and exemptions.
- 35.2 The Original Proprietor may relinquishes all of its powers, discretions and exemptions in respect of a Subsidiary Scheme at any time by giving notice to the Community Association and to the relevant Subsidiary Scheme in writing.

- 35.3 Upon the termination of the Original Proprietor's powers, discretions and exemptions in respect of the Community Scheme or a Subsidiary Scheme, those powers, discretions and exemptions shall be exercised and held by the Community Association.
- 35.4 The Community Association may delegate any such power or discretion as it sees fit.

PART 5

BY-LAW REQUIRED BY PUBLIC AUTHORITIES

There are no By-Laws required by public authorities.

BY-LAW 36 DEFINITION AND INTERPRETATION

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

"Architectural Standards" means the architectural standards created or adopted by the Original Proprietor as added to or altered as provided in these By-Laws.

"Association" means the community association.

"Association Property" means:

- (a) in relation to the Community Scheme – the Community Property in the Scheme; or
- (b) In respect of a Subsidiary Scheme- the association property of that Scheme.

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

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

"Community Association" means the corporation that:

- (a) is constituted by Section 25 of the Development Act on the registration of the Community Plan; and
- (b) establishes a Community Association by Section 5 of the Management Act.

“Community Development Lot” means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a subsidiary scheme or a Lot that has been severed from the Community Scheme.

“Community Parcel” means the land the subject of the Community Scheme.

“Community Plan” means Deposited Plan No.270466.

“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 the land in the Community Plan by a Precinct Plan, Neighbourhood Plan or a Strata Plan; or
- (c) the proposal in any related development contract; and
- (d) the rights conferred and the obligations imposed by or under the Community Titles Legislation in relation to the Community Association, Community Property, the Subsidiary Schemes and persons having interests in, or occupying Lots.

“Community Titles Legislation” means the Development Act, the Management Act and any cognate legislation.

“Council” means the Council of the Shire of Port Stephens.

“Developer” means the proprietor or proprietors for the time being of a Community Development Lot in the Community Plan.

“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 or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
- (e) the subdivisions of land forming part of the Community Parcel and all associated works.
- (f) road construction and associated works.

“Development Contract” means the instrument, plans and drawings which are registered with a Community 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.

“Function” includes a power, authority and duty.

“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 Community Property.

“Landscape Standards” means the landscaping standards created or adopted by the Original Proprietor as added to or altered as provided in these By-Laws

“Lot” means a Community Development 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.

“Managing Agent” means an agent appointed under Section 50 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 Plan” has the same meaning as in the Community Titles Legislation.

“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 subdivision work, building work and associated activities that is intended to be carried out on:

- (a) a Community Lot;
- (b) Community Property;
- (c) a Precinct Lot;
- (d) Precinct Property;
- (e) a Neighbourhood Lot;
- (f) a Strata Lot;
- (g) Neighbourhood Property; or
- (h) Common property.

“Open Access Way” means an open access way set apart under Section 41 of the Development Act.

“Original Proprietor” means Winten (No 20) Pty Limited ACN 094 443 099.

“Precinct Lot” means land that is a lot in a Precinct Plan but is not Precinct Property, a public reserve or a drainage reserve.

“Precinct Plan” has the same meaning as in the Community Titles Legislation.

“Precinct Property” means the Lot shown in a Precinct Plan as precinct property.

“Precinct Scheme” means:

- (a) the subdivision of land by a Precinct 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 Precinct Association, Precinct Property and the proprietors and other persons having interests in, or occupying Precinct Lots.

“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 Services” 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.

“Design Review Committee” means a committee appointed pursuant to By-law 3.7.

“Rules” means the rules made under By-Law 26.

“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 Private Service.

“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, Energy Australia, Telecom Australia, Agility Limited, Port Stephens Council and any authorities or corporations assuming their Functions.

“Sinking Fund” means the sinking fund referred to in Section 12 of 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.

“Subsidiary Body” means a Precinct Association, Neighbourhood Association or Owners Corporation of the Community Scheme.

“Subsidiary Scheme” means a Precinct Plan, Neighbourhood Scheme or Strata Plan.

“Tribunal” means the Community Consumer, Trader and Tenancy Tribunal constituted under the Consumer, Trader and Tenancy Tribunal Act 2001.

“Treasurer” means the treasurer of the Community Association.

36.2 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.

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

37.4 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.

37.5 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 by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

37.6 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.

37.7 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 replace 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.

SIGNATURES, CONSENTS AND APPROVALS

Dated _____ day of _____ 200

THE COMMON SEAL OF

Winten (No 20) Pty Limited ACN 094 443 099

Was affixed in accordance with its

Articles of Association in the presence of:

.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person
(block letters)

.....
Name of authorised person
(block letters)

CERTIFICATE OF APPROVAL

It is Certified:

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

Dated _____

.....
Signature on behalf of consent authority

FORM 29

COMMUNITY LAND DEVELOPMENT ACT 1989

COMMUNITY LAND MANAGEMENT ACT 1989

PRECINCT MANAGEMENT STATEMENT

WARNING

The terms of this Precinct Management Statement are binding on the Precinct Association and each person who is a proprietor, lessee, occupier and mortgagee in possession of a Precinct Lot within the Precinct Scheme.

This statement should be read in conjunction with the Community Management Statement of Community Association Deposited Plan 270466 which is binding upon the Precinct Scheme as a Subsidiary Body of the Community Scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Precinct Scheme and as such may only be amended or revoked by a unanimous resolution of the Precinct Association in accordance with Section 17(2) of the Community Land Management Act 1989.

These By-Laws may relate to the control or preservation of the essence or theme of the development under the Precinct Scheme by specifying:

- (a) any provisions limiting occupants
- (b) the architectural, building or landscaping styles to be permitted; and
- (c) the kind of materials that may be used in buildings and other structures; and
- (d) any provisions requiring the specified Precinct Association property used only for particular purposes; and
- (e) any other kind of restrictions.

BY-LAW 1 BY-LAWS 1-9 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1 By-Laws fixing details of development are By-Laws 1 to 9 inclusive in the Community Management Statement.

- 1.2 For the purposes of this By-Law in respect of this Precinct Association, a reference in By-Laws 1 to 9 inclusive in the Community Management Statement to the “Community Association” shall be read as a reference to the Precinct Association.

PART 2

RESTRICTED PRECINCT PROPERTY

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

BY-LAW 2 PRECINCT PROPERTY

- 2.1 Use of the Precinct Property is restricted under this By-Law for the purposes of construction of any facilities intended to be constructed on those areas and carrying out development activities associated with that construction. The Original Proprietor has exclusive use of the Precinct Property for the term of this By-Law.
- 2.2 Restricted use of the Precinct Property pursuant to this By –law ceases when the Original Proprietor serves upon the Precinct Association a notice informing the Precinct Association that the all intended works on Precinct Property are complete.
- 2.3 The matters set out in By-Law 14 in the Community Management Statement (read with reference to this Precinct Management Statement) and pursuant to Clause 6 of Schedule 4 of the Development Act apply to and form part of this By-Law.

BY – LAW 3 USE OF PRECINCT PROPERTY

- 3.1 Use of Precinct Property is limited to the all proprietors of lots within the Community Scheme and to Authorised Persons.
- 3.2 Notwithstanding By-Law 3.1, the Precinct Association with the consent of the Original Proprietor may resolve to limit the use of Precinct Property or part of it, to the proprietors of Precinct Lots, lots in subsidiary schemes of the Precinct and Authorised Persons.

PART 3

MANDATORY MATTERS

BY-LAW 4 ACCESS WAY

- 4.1 No part of Precinct Property is designated or has been set apart as Open Access Way.
- 4.2 No part of Precinct Property is designated as or has been set apart as a Private Access Way.

BY-LAW 5 PRECINCT PROPERTY AND SPECIAL FEATURES

- 5.1 The Precinct Property comprises Precinct Lot 1.
- 5.2 The rights and obligations imposed by this By-law commence when the restricted use rights in respect to the Precinct Property cease.
- 5.3 The matters set out in By-law 15.4 to 15.6 of the Community Management Statement (read with reference to this Precinct Management Statement) apply to and form part of this By-Law.

BY-LAWS 6 INTERNAL FENCING

- 6.1 Internal Fencing By-Laws 15.7 and 15.8 in the Community Management Statement applies to this By-Law.

BY-LAW 7 GARBAGE

- 7.1 Garbage By-Laws 15.9 to 15.11 in the Community Management Statement applies to this By-Law.

BY-LAW 8 STATUTORY SERVICES

- 8.1 No Services will be provided by the Precinct Association
- 8.2 If a Service is provided after the registration of the Precinct Management Statement, the Community Association must submit a later prescribed diagram to the Precinct Association to enable the Precinct Association 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 Precinct Property to facilitate the registration of the amendment and thereafter, the Community Association must register the prescribed diagram.

BY-LAW 9 INSURANCE

- 9.1 The Precinct Association must review, on an annual basis:
- (a) all insurances effected by it; and
 - (b) the need for new or additional insurances.
- 9.2 Notice of an Annual General Meeting must:
- (a) include a form of motion to decide whether insurances effected by the Precinct Association should be confirmed, varied or extended; and
 - (b) For every alternate Annual General Meeting is accompanied by a written valuation of all buildings, structures and other improvements on Precinct Property made by a qualified Valuer.
- 9.3 The Precinct Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances
- if:
- (i) there is an increase in risk; or
 - (ii) a new risk
- to Precinct Property.
- 9.4 A proprietor or occupier of a Precinct Lot must not, except with the approval of the Precinct Association, do anything that might:
- (a) void or prejudice insurance effected by the Precinct Association; or
 - (b) increase any insurance premium payable by the Precinct Association.

BY-LAW 10 PRECINCT EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

- 10.1 The Precinct Executive Committee of the Precinct Association must be established in accordance with Division 2 of Part 2 of the Management Act.

Notice Board

- 10.2 The Precinct Executive Committee may fix a notice board to some prominent part of the Precinct Property.

Meetings

- 10.3 The Precinct Executive Committee may, subject to By-Laws 10.8 and 10.9, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 10.4 The secretary or the member of the Precinct Executive Committee who convenes a meeting must if there is a notice board, for not less than 24 hours immediately before the Precinct 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.
- 10.5 If there is no notice board, the secretary or the member of the Precinct Executive Committee who convenes a meeting must not less than 24 hours immediately before the Precinct Executive Committee holds a meeting, provide each member of the Precinct Executive Committee with:
- (c) the notice of intention to hold the meeting; and
 - (d) the proposed agenda for the meeting.

Meeting Agenda

- 10.6 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 10.7 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

- 10.8 Meetings may be held on the Precinct Parcel or such other place is convenient for the members of the Precinct Executive Committee.

Meeting at Request of Members

- 10.9 The secretary or in his absence any member of the Precinct Executive Committee must, at the request of not less than 1/3 of the members of the Precinct 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 Determination

- 10.10 Where:

- (a) By-Law 10.4 or 10.5 has been complied with in relation to a meeting:
- (b) each member of the Precinct Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Precinct 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 Precinct Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

- 10.11 A proprietor of a Precinct 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 Precinct Executive Committee.

Minutes of Meeting

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

Display of Minutes

- 10.13 Subject to By-Law 10.15, the Precinct Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.
- 10.14 The minutes of a Precinct Executive Committee meeting must remain on the notice board for a period of least 14 days.

- 10.15 If there is no notice board, the Precinct Executive Committee must, within 7 days after holding a meeting, provide a copy of the minutes of that meeting to all proprietors of Precinct Lots.

Functions of the Secretary

- 10.16 The functions of the secretary include:
- (a) preparing and distributing minutes of meetings of the Precinct Association and the Precinct Executive Committee;
 - (b) giving, on behalf of the Precinct Association and the Precinct Executive Committee, notices required to be given under the Management Act;
 - (c) maintaining the Precinct Association roll;
 - (d) supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;
 - (e) answering communications addressed to the Precinct Association or the Precinct Executive Committee;
 - (f) convening meetings of the Precinct Executive Committee and the Precinct Association (other than the first annual general meeting);
 - (g) performing administrative or secretarial functions on behalf of the Precinct Association;
 - (h) performing administrative or secretarial functions on behalf of the Precinct Executive Committee; and
 - (i) Keeping records under Part 3 of Schedule 1 to the Management Act.

Functions of the Treasurer

- 10.17 The functions of the treasurer include:
- (a) the functions set out in Section 36(1) and (2) of the Management Act;
 - (b) notifying proprietors of Precinct Lots of any contributions levied under the Management Act;
 - (c) receiving, acknowledging, banking and accounting for any money paid to the Precinct 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 Precinct Lots of any contribution levied under this Precinct Management Statement and collecting such contribution.

Sub-Committees

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

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

No Remuneration

10.19 Members of the Precinct Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursements for reasonable out of pocket expenses incurred by them in the performance of the functions.

Protection of Precinct Executive Committee members from Liability

10.20 No member of the Precinct 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 Precinct Executive Committee except fraud or negligence on the part of that member.

PART 4 OPTIONAL MATTERS

BY-LAW 11 NOISE CONTROL AND BEHAVIOUR

11.1 The proprietor or occupier of a Lot must not create any noise or behave in a manner which interferes or may interfere with the peaceful use and

enjoyment of the proprietor or occupier of another Lot or any person lawfully using Association or Precinct Property.

Sheet 9 of 15 Sheets

BY-LAW 12 AERIAL AND HEATING AND COOLING EQUIPMENT

- 12.1 No proprietor or occupier of a Lot may except with the approval of the Executive Committee of the Community Association and the Original Proprietor construct, install, attach or maintain:
- (a) any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device; or
 - (b) any energy conservation equipment; or
 - (c) any hot water systems, air conditioning systems including collector panels to the outside of any building on a Lot in a position on the Lot where it can be viewed from a public street.

BY-LAW 13 THINGS NOT IN KEEPING

- 13.1 The proprietor or occupier of a Lot must not, other than in accordance with the Architectural Standards, construct, install or maintain within a Lot anything which can be seen from outside the Lot which in the reasonable opinion of the Executive Committee, the Executive Committee of the Community Association or the Original Proprietor is not in keeping with the building on or the landscaped areas of the Lot.
- 13.2 The proprietor or occupier of a Lot must not hang any washing, towel, bedding, clothing, rug or other articles on the outside of a building on a Lot or on any other part of the Lot so that it may be seen from any roadway adjoining that Lot.
- 13.3 If an Authorised Person in the Precinct Parcel does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Precinct Parcel and request the person to leave the Precinct Parcel. The Executive Committee or the Managing Agent, if any, may exercise this obligation if the Owner or Occupier fails to do so.

BY-LAW 14 CLEANLINESS

- 14.1 The proprietor of occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 14.2 The Precinct Association may give notice to a proprietor or occupier of a Lot requiring him or her to comply with the terms of this By-Law.

BY-LAW 15 SIGNS

- 15.1 No proprietor or occupier of a Lot, other than the Original Proprietor may fix or place any sign on the outside of any building or on any structure erected on a Lot or on or adjacent to the surface of any building on a Lot or any building containing a Lot or any open space other than in accordance with the Architectural Standards or as required by any competent authority.

BY-LAW 16 NOTICES TO BE OBSERVED

- 16.1 A proprietor or occupier of a Precinct Lot must comply with the terms of any notice displayed on Precinct Property or given to that proprietor or occupier by the Association, a service provider or other relevant authority.

BY-LAW 17 INSTRUCTING CONTRACTORS

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

BY-LAW 18 MOTOR VEHICLES

- 18.1 All persons using any Motor Vehicle in or about the Precinct must observe the provisions of By-Law 9 of the Community Management Statement.

BY-LAW 19 PRECINCT ASSOCIATION'S RIGHT TO CONTRACT

- 19.1 The Precinct Association may contract with persons to provide amenities or services to proprietors or occupiers of Precinct Lots if the Community Association does not do so on behalf of the Precinct Association under Clause 34.1 of the Community Management Statement.

BY-LAW 20 PRECINCT ASSOCIATION'S RIGHT TO RECOVER MONEY

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

BY-LAW 21 PRECINCT ASSOCIATION'S TRADING ACTIVITIES

- 21.1 The Precinct Association may not carry on a business or trading activity.

BY-LAW 22 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 22.1 A proprietor or occupier of a Precinct Lot must pay or reimburse the Precinct Association on demand for the costs, charges and expenses of the Precinct 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.
- 22.1 The costs, charges and expenses under By-Law 23.1 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 23 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

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

BY-LAW 24 PRECINCT ASSOCIATION NOT LIABLE FOR DAMAGE

- 24.1 The Precinct 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 Precinct Association or any employee or agent of the Precinct Association.

BY_LAW 25 POWERS OF THE ORIGINAL PROPRIETOR

- 25.1 All powers, discretions and exemptions given to the Original Proprietor by the By-Laws set out in this Management Statement shall terminate upon the first to occur of the following events:-
- 25.1.1 The Original Proprietor ceases to be the proprietor of a lot in the Community Scheme or any Subsidiary Scheme; or
- 25.1.2 The Original Proprietor gives notice to the Community Association in writing that it relinquishes all of its powers, discretions and exemptions.
- 25.2 Upon the termination of the Original Proprietor's powers, discretions and exemptions, those powers, discretions and exemptions shall be exercised and held by the Community Association.

- 25.3 The Community Association may delegate any such power or discretion as it sees fit.

Sheet 12 of 15 Sheets

PART 5

BY-LAW REQUIRED BY PUBLIC AUTHORITY

BY-LAW 26 HUNTER WATER CORPORATION

- 26.1 Notwithstanding any other By-Law the terms of Registered Memorandum E476715 are incorporated into this Precinct Management Statement. The terms of that memorandum set out:-
- (a) the rights and privileges of Hunter Water Corporation, its servants and agents which are ancillary to the rights and obligations conferred on Hunter Water Corporation by s36 of the Development Act; and
 - (b) the obligations imposed on proprietors within the Precinct.
- 26.2 By-Law 26.1 may only be revoked or amended with the written consent of Hunter Water Corporation.

PART 6

BY-LAW 27 DEFINITIONS, INTERPRETATION AND GENERAL

- 27.1 “Annual General Meeting” means an annual general meeting of the Precinct Association other than the first annual general meeting.
- “Authorised 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.
- “By-Law” means a by-law included in the Precinct Management Statement.
- “Community Association” means that association referred to in the Warning Statement of the Precinct Management Statement 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 Management Statement” means that community management statement referred to in the Warning statement of the Precinct Management Statement and which is registered with the Community Plan.

“Community Parcel” means the land the subject of the Community Scheme.

“Community Plan” means Deposited Plan No. 270466 referred to in the Warning statement of the Precinct Management Statement.

“Community Property” means Lot 1 in the Community Plan.

“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 strata plan;
- (c) the proposals in any related development contract; and
- (d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the Strata Title Act 1973 in relation to the Community Association, Community Property, the Subsidiary Schemes and persons having interests in, or occupying Lots.

“Community Title Legislation” means the Development Act, the Management Act and cognate legislation.

“Council” means the Port Stephens Shire Council.

“Development Act” means the Community Land Development Act 1989 and regulations made under it.

“General Meeting” means an annual general meeting or a special general meeting or a special general meeting of the Precinct Association.

“Lot” means a Community Development Lot, a Precinct Lot, a Neighbourhood Lot or a Strata Lot in the community Scheme.

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

“Original Proprietor” means Winten (No 20) Pty Limited ACN 094 443 099

“Precinct Association” means the corporation that:

- (a) is constituted by Section 25 of the Development Act or the registration of the Precinct Plan; and
- (b) is established as a precinct association by Section 7 of the Management Act.

“Precinct Executive Committee” means the executive committee of the Precinct Association as constituted or elected from time to time under the Management Act.

“Precinct Lot” means land that is a lot in the Precinct Plan but is not Precinct Property, a public reserve or a drainage reserve.

“Precinct Plan” means Deposited Plan No. _____.

“Precinct Property” means the Lot shown as Lot 1 in the Precinct Plan.

“Precinct Scheme” means:

- (a) the subdivision of land by the Precinct Plan;
- (b) the proposal in the related development contract; and
- (c) the rights conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Precinct Association, Precinct Property and the proprietors and other persons having interest in, or occupying Precinct Lots.

“Tribunal” means the Consumer, Trader and Tenancy Tribunal constituted under the Consumer, Trader and Tenancy Tribunal Act 2001

SIGNATURES, CONSENT AND APPROVALS

Dated day of 200

**THE COMMON SEAL OF
Winten (No 20) Pty Limited ACN 094 443 099**

Was affixed in accordance with its
Articles of Association in the presence of:

.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person
(block letters)

.....
Name of authorised person
(block letters)

CERTIFICATE OF APPROVAL

It is certified that:

- (a) the consent authority has approved of the development in respect of the Community Scheme of which the within Precinct Plan forms part.
- (b) The terms and conditions of this Precinct Management Statement are not inconsistent with that approval.

Dated day of 200.

Signature on behalf of Consent
Authority