

COMMUNITY SCHEME WITHIN LOT 5 DP 1117326

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

DRAFT
(see Addendum note)

NEIGHBOURHOOD MANAGEMENT STATEMENT

Warning

The terms of this Management Statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a neighbourhood lot within the neighbourhood 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 Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (see Section 17(2) Community Land Management Act 1989)

**SPECIFIC REQUIREMENTS FOR THE APPROVAL OF BUILDING STRUCTURES,
EXCAVATION AND LANDSCAPING**

Building excavations or landscaping will not be approved by WDLC Pty Ltd and they must not in fact be constructed or carried out unless the registered proprietor provides full details of plans that comply with the following criteria, the approval remaining at all times in the ultimate discretion of WDLC Pty Ltd.

- (a) The registered proprietor shall not construct on the land any more than one (1) single dwelling, on any lot.
- (b) **Constructions of Buildings**
 - (i) No dwelling shall be erected using other than new materials.
- (c) **General Site Infrastructure**
 - (i) Compliance with Tweed Shire Council Development Control Plan Table A5-3 Regarding Acceptance Criteria is necessary.

Criteria:

- (a) The combined height of retaining walls or cut/fill batters on an allotment boundary shall not exceed the following:

MAXIMUM PERMISSIBLE COMBINED HEIGHT OF RETAINING WALLS OR BATTERS				
Type of Subdivision	Perimeter boundary of subdivision	Boundaries of lots created within subdivision		
		Side and rear boundaries	Street boundary	
			Above street level	Below street Level
Residential	1.2	1.2 (see Note 1 of Table A5-3(c)(1))	1.8	2.4
Industrial	1.2	5	2.5	5
Business	1.2	5	1.2	2.4
Rural Living	1.2	Nil	1.2	2.4

- (b) Where retaining walls or batters are utilized to create a level difference between adjacent allotments or an allotment and a road and the retaining wall is located in the lower allotment, the top of batter or top of retaining wall shall be located a minimum 0.5 m horizontally from the boundary.

Design guidelines outlined in the report by BDA Architecture dated October 2007 are to be given regard.

- (bi) Single level slab on ground will only be allowed in slopes of up to 10% (1:10m). Dwellings on slopes greater than 10% (1:10m) must adopt split levels or suspended floor construction. Section 5 discusses these methods in more detail.
- (bii) Other considerations within Clause 03 – “Proposed RESIDENTIAL CHARACTER” should also be addressed.
- (ii) No fence shall be constructed on a lot of any material other than stained “Good Neighbour” timber batten fence without the consent of the developer first being obtained.
- (iii) Letter boxes shall not be constructed on individual lots. Australia Post will service a bank of boxes situated at the entry to the Private Accessway.
- (iv) No advertising hording sign or other structure may be erected or remain on a lot or on a building erected on a lot other than one (1) “For Sale” or “To Let” sign other than a building sign either which of is to be no larger than one (1) metre by 75cm without written consent of Tweed Shire Council.
- (v) No caravan may be placed or remain on a lot unless it is screened. Such caravan cannot be used as a residence whilst on the lot.
- (vi) For the benefit of any adjoining land owned by the Developer, but only during the ownership by the Developer, its successors and assigns (other than

purchasers on sale), no fence shall be erected on a lot burdened to divide such lot from the adjoining lot or lots without the consent of the developer first being obtained provided such consent shall not be withheld if such fence is erected at no cost to the Developer, and the Developer has approved such fence as part of the Building Works.

(d) **Building Approvals**

- (i) No Development Application may be made for building works without the approval of the developer. However, the Developer will not unreasonably, refuse consent if the Building works comply with the design and building standard setout in this Management Statement.

(e) **Use of Buildings**

- (i) No main dwelling may be used for any purpose other than as a single dwelling.

PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

There is no Restricted Neighbourhood Property, however the Private Access Way within the Neighbourhood Property is burdened by easements to drain water 3 wide and 4.5 wide, and Right of Access 2.5 wide, benefitting Tweed Shire Council, and must be respected.

PART 3

MANDATORY MATTERS

1. OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

There are no open access ways. A private access way within the Neighbourhood Scheme will be constructed and created by definition within the Neighbourhood property. The access way will be open for use by lot proprietors, their invitees, servants and agents in accordance with Association By-Laws, and will also be available for use by emergency services, public authorities and bona-fide members of the public. Maintenance and repair of the access way shall be the responsibility of the Association.

2. PERMITTED USES OF AND SPECIAL FACILITIES ON THE ASSOCIATION PROPERTY

There are no special facilities on the Association property. Association property is in two parts.

- (a) Association property which contains the private access way.
- (b) Association property which contains the sewer pump station.

The Association shall be responsible for the cost of maintenance of any plantings and landscaping within the Association property.

All proprietors in the scheme have equal rights to the use of the Association property, subject to relevant By-Laws in the Management Statement.

3. INTERNAL FENCING

The Dividing Fencing Act 1991, applies as between all lots. The cost of maintenance and repair of fencing shall be borne:

- (a) Where such fences divide individual lots equally by the proprietors of the lots concerned.
- (b) By the individual proprietors for front fencing abutting the private access way.

4. GARBAGE

No garbage is to be deposited on the Association property, save in the proper receptacle provided for that purpose which shall be available for collection by Tweed Shire Council in accordance with Councils By-Laws and ordinances relating to the disposal of garbage.

Collection will be at the frontage of each lot within the Association property.

No unsightly or offensive garbage is to be stored on a lot within the scheme.

5. SERVICES

5.1 The following services will be available to all lots within the scheme.

Statutory Services

- 1. Telecommunications (Telstra)
- 2. Electricity (Power)

The maintenance of any such statutory services as designated on the Prescribed Diagram will be the responsibility of the relevant Service Provider.

Private Services

- 1. Water
- 2. Stormwater
- 3. Sewerage

The maintenance of any such Private Services designated on the Prescribed Diagram and located on Neighbourhood Property will be the responsibility of the Association. Sewage disposal from Lot C6 (ref. Sheet 12 of 12) in this statement, will be by private lift pump, responsibility for which will be with the lot proprietor.

Plan of Service Works will be lodged. The creation of Statutory Easements will be associated with the registration of these plan sheets being sheet 12 and titled "Plan Illustrating Service Works As Executed, dated

5.2 To the extent that responsibility for the cost of repair or maintenance from time to time of any of such services is not borne or liable to be borne by the provider of such services such costs shall:

- (a) in the event the requirement for repair or maintenance arises out of any act or omission by any lot proprietor, lessee or occupier or his servants, agents or invitees, be borne by the proprietor of the lot concerned who shall indemnify and keep indemnified the other lot proprietors in the scheme and the association in respect of such costs; and
- (b) in any other event be borne by the association.

6. INSURANCE

6.1 The following insurances shall be effected by the Association and maintained at all times.

- (a) Workers Compensation
- (b) Public Liability to a minimum cover of \$10,000,000.
- (c) Voluntary Workers
- (d) Material damage and destruction including cover against fire, lightning, storm, tempest, explosion, impact, malicious damage, accidental damage to fixed glass and water damage and such other risks as the association may from time to time determine such policy to be reinstatement and replacement of buildings or structures on the neighbourhood property. Such policy to be owned by and issued in the joint names of the Association and the respective proprietors from time to time of the lots within the scheme for their respective rights and interests. The policy may be endorsed to note the interest of any mortgagee or mortgagees from time to time of any lot within the scheme.

6.2 Money paid by an insured to the Association and the lot proprietors in respect to the destruction of or damage to, a building or structure within a lot or on Neighbourhood property shall without delay, be applied to the rebuilding, replacement, repair or restoration as the case may be of the building structure.

6.3 The insurance effected pursuant to this clause shall be reviewed annually by the Association.

6.4 Such insurances shall, subject to any variation pursuant to Clause 6.3, be renewed annually.

6.5 The premiums for such insurance shall be an outgoing of the Association payable from the administrative fund maintained by the Association.

- 6.6 Such insurances shall be effected with an Insurance Company approved from time to time pursuant to the Community Land Management Act, 1989.

7. EXECUTIVE COMMITTEE

(a) CHAIRPERSON, SECRETARY/TREASURER OF THE ASSOCIATION

The Chairperson, Secretary/Treasurer of the Executive Committee shall be respectively the Chairperson, Secretary/Treasurer of the Association.

(b) EXECUTIVE COMMITTEE'S POWER TO EMPLOY AGENTS AND SERVANTS

The Executive Committee may employ for and on behalf of the Association, such agents and servants as it things fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Association.

(c) NOTICE OF EXECUTIVE COMMITTEE MEETINGS

No less than 72 hours notice in writing shall be given by the secretary to the members of the Executive Committee before the Executive Committee holds a meeting and a detailed agenda for the meeting shall be included in the notice.

(d) EXECUTIVE COMMITTEE MEETINGS MAY BE REQUIRED TO BE CONVENED

The Secretary of the Association or, in his absence, any member of the Executive Committee, shall convene a meeting of the Executive Committee if he is requested to do so by not less than one third of the members of the Executive Committee within the period of time, if any, specified in the request and, where a member of the Executive Committee other than the Secretary is requested to convene a meeting of the Executive Committee under the requirement, he may give, on behalf of the Executive Committee, the notice required to be given under paragraph (c).

(e) KEEPING OF RECORDS OF PROCEEDINGS OF THE EXECUTIVE COMMITTEE

Powers and Duties of the Secretary of the Association

1. The preparation and distribution of minutes of the meetings of the Association and the submission of a motion for confirmation of the minutes of any meeting of the Association or the Executive.
2. The giving on behalf of the Association and The Executive Committee, the notices required to be given under this Act.
3. The maintenance of the Association Roll.
4. The supply of the information on behalf of the Association in accordance with Schedule 4 of the Community Land Management Act, 1989.
5. The answering of communications addressed to the Association.

6. The convening of meetings of the Executive Committee and (apart from its First Annual General Meeting) of the Association.
7. Attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the Association or the Executive Committee, of its respective functions.

Powers and Duties of the Treasurer of the Association

1. The giving of notification to the proprietors of any contributions levied pursuant to the Community Land Management Act, 1989.
 2. The receipt, acknowledgement and banking of and the accounting for any money paid to the Association.
 3. The preparation of any Certificate applied for under Schedule 4 of the Community Land Management Act, 1989.
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PART 4

OPTIONAL MATTERS

1. KEEPING OF ANIMALS

Domestic animals kept by the proprietor, lessee or occupier of any lot must at all times be confined to that lot unless under the direct control of the proprietor, lessee or occupier of the lot.

2. NOISE CONTROL

- 2.1 A proprietor, lessee or occupier of a lot shall not upon the lot or the community property create, or suffer to be created, by themselves, their servants, agents or invitees any noise likely to interfere with the peaceful enjoyment of the proprietor, lessee or occupier of another lot or of any person lawfully using the Association property.
- 2.2 The provisions of the Noise Control Act, 1973, or of any legislation replacing same, apply to this development.

3. ACCESS WAYS

A private access way is provided in the development AND IS DEFINED IN Sheet 11.

4. STATUTORY EASEMENTS

Statutory easements are to be created over service lines within the scheme and a copy of the service works plan is annexed to this statement. See sheet 12.

5. BUILDING RENOVATIONS AND ADDITIONS

No external renovations or additions shall be made to the building erected on any lot without the prior approval in writing of the Association. Any such renovations or additions shall be in keeping with the buildings within the scheme.

6. MAINTENANCE OF BUILDING ON LOT

6.1 The proprietor or occupier of a lot shall keep the lot including, without limitation, the exterior of the building on the lot clean and tidy and in good repair and condition.

6.2 The Association may give notice to the proprietor, lessee or occupier of a lot requiring such proprietor, lessee or occupier to comply with the terms of the By-Law.

7. USE OF ACCESS WAYS

7.1 A proprietor, lessee or occupier of a lot shall not park or stand or permit to be parked or stood any caravan, trailer or boat upon any access way.

(a) for a period of longer than 12 hours except with the approval in writing of the association, or

(b) in any manner that interferes with the use of the access way.

8. STORAGE

A proprietor, lessee or occupier of a lot shall not use or permit to be used any part of the access way for the storage of goods or chattels of any kind.

PART 5

**BY-LAWS REQUIRED BY A PUBLIC AUTHORITY HEREIN BEING
TWEED SHIRE COUNCIL**

5.1 Use of the private access way must be available to emergency services and bonafide members of the public, with legitimate business at all times.

5.2 LANDSCAPE PLAN

In accordance with condition number ????? of consent ????? dated ?????, landscaping will be carried out as depicted in the Landscape Plan being Sheet ????? in this Management Statement.

5.3 VISITOR PARKING

Visitor parking is provided for as illustrated in the approved engineering plans.

5.4 CAR WASH BAYS

Within each lot will be provided a car wash area with associated acceptable drainage arrangement there from. This is the responsibility of neighbourhood lot proprietors and will be provided for in Construction Certificate Application for dwellings.

5.5 ERECTION OF DWELLINGS

5.5.1 Development on any neighbourhood lot is restricted to one single dwelling.

5.5.2 No further subdivision which could create additional dwelling entitlements is permitted, in the Neighbourhood Scheme.

SIGNATURES, CONSENTS AND APPROVALS

Dated this day of

The Common Seal of
WDLC Pty Ltd
was hereunto affixed
pursuant to a resolution
of the Board of Directors
and in accordance with
its Articles of Association

CERTIFICATE OF APPROVAL

It is certified:

1. That the Consent Authority has approved the development described in the Development Application No.
2. That the terms and conditions of this Management Statement are not inconsistent with the development as approved.

DATE:



THIS PLAN ILLUSTRATES A PRIVATE ACCESSWAY
WHICH IS COMMUNITY PROPERTY AND NOT A
PUBLIC ROAD WITHIN THE MEANING OF THE
LOCAL GOVERNMENT ACT 1993

PLAN OF PRIVATE ACCESSWAY
WITHIN LOT 1 OF NEIGHBOURHOOD
PLAN OF SUBDIVISION

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