

COMMUNITY MANAGEMENT STATEMENT

ALTITUDE 1

Broadwater Parkway and Fraser Drive, Terranora

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 and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot or Neighbourhood Lot within the Community Scheme.

Definitions and interpretation provisions for this Management Statement are contained in 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 Association Property and Common Property

- 1.1 The proprietor or occupier of a Lot must not except with the approval of the relevant Association leave anything on or obstruct the use of Association Property or Common Property.
- 1.2 The proprietor or occupier of a Lot must not do or permit anything which might damage Association Property or Common Property.
- 1.3 The proprietor or occupier of a Lot must not, except with the approval of the relevant Association or pursuant to By-Laws in force in the Community Parcel, use for his own purposes any part of Association Property or Common Property.
- 1.4 The proprietor or occupier of a Lot must give notice to the relevant Association of any damage to or defect in Association Property or Common Property immediately he becomes aware of it.

By-Law 2 Construction on Association Property and Common Property

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

- 2.1 construct any building or other structure on Association Property or Common Property;
- 2.2 attach any item as a fixture or otherwise to Association Property or Common Property; or
- 2.3 alter Association Property or Common Property.

By-Law 3 No Inappropriate Use

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.

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 or 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 4 The Community Facilities

- 4.1 The use of the Community Facilities is restricted under this By-Law for the purposes of construction of the Community Facilities and carrying out Development Activities associated with that construction. The proprietors for the time being of any Community Development Lots shall have exclusive use of the Community Facilities for the term of this By-Law.
- 4.2 Restricted use of the whole or a particular part of the Community Facilities shall cease when the proprietors for the time being of all Community Development Lots serve on the Community Association a notice informing the Community Association that construction and Development Activities for the Community Facilities or a particular part of the Community Facilities have been completed.
- 4.3 The matters set out in By-Law 10 in this Part 2 under clause 6 of Schedule 3 of the Development Act apply to, and form part of, this By-Law.

By-Law 5 Not Applicable

By-Law 6 Not Applicable

By-Law 7 The Pathways

- 7.1 The use of the Pathways is restricted under this By-Law for the purposes of construction of the Pathways and carrying out Development Activities associated with that construction. The proprietors for the time being of any Community Development Lots shall have the exclusive use of the Pathways for the term of this By-Law.
- 7.2 Restricted use of the whole or a particular part of the Pathways shall cease when the proprietors for the time being of all Community Development Lots serve on the Community Association a notice informing the Community Association that construction and Development Activities for the Pathways or a particular part of the Pathways have been completed.
- 7.3 The matters set out in By-Law 10 in this Part 2 under clause 6 of Schedule 3 of the Development Act apply to, and form part of, this By-Law.

By-Law 8 The Access to the Community Facilities

- 8.1 The use of the Access to the Community Facilities is restricted under this By-Law for the purposes of construction of the Access to the Community Facilities and carrying out Development Activities associated with that construction. The proprietors for the time being of any Community Development Lot will have exclusive use of the Access to the Community Facilities for the term of this By-Law.
- 8.2 Restricted use of the whole or a particular part of the Access to the Community Facilities shall cease when the proprietors for the time being of all Community Development Lots serve on the Community Association a notice informing the Community Association that construction of the

whole of the Access to the Community Facilities and the Development Activities for the Access to the Community Facilities or a particular part of the Access to the Community Facilities have been completed.

By-Law 9 Development in Stages

- 9.1 Use of Community Property not referred to in By-Laws 4, 7 and 8 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 purposes set out in this By-Law.
- 9.2 Restricted use of the Community Property referred to in this By-Law will cease when the proprietors for the time being of all Community Development Lots serve on the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased.
- 9.3 The proprietors for the time being of any Community Development Lots and all persons authorised by them 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 Parcels including but not limited to:
- (a) **Access Rights** - complete and unrestricted access by foot or motor vehicle over Community Property and to and from any Community Development Lot which has not been fully developed;
 - (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) **Rights to Install Services** - the right to install Services on or within Community Property;
 - (e) **Right to Connect Services** - the right to connect Services within Community Property;
 - (f) **Right to Attach Signs** - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property; and
 - (g) **Right to Conduct Auction Sales** - the right to conduct sales activities on the Community Property.
- 9.4 The matters set out in By-Law 10 in this Part 2 under clause 6 of Schedule 3 of the Development Act apply to, and form part of, this By-Law.

By-Law 10 Schedule 3 Clause 6 Matters

- 10.1 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 4, 7 and 8 in this Part 2 unless the context indicates to the contrary.
- 10.2 The terms and conditions relating to the use of the Community Property under By-Laws 4, 7 and 8 are to prohibit:
- (a) all damage to or interference with the Community Parcel by the proprietors for the time being of any Community Development Lots must be made good at the expense of the proprietors for the time being of all Community Development Lots as soon as practicable after that damage or interference occurs;

- (b) interference by the proprietors for the time being of any Community Development Lots with the use and 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.
- 10.3 Access to Community Property is to be exercised by Private Access Ways roads in and around the Community Parcel. If the Community Association restricts access to the Community Property under By-Law 29 then it shall make Security Keys available to the proprietors for the time being of all Community Development Lots or the Subsidiaries Bodies, if appropriate, and the provisions of By-Law 29 shall apply.
- 10.4 Subject to the obligations imposed under By-Law 10.2 the Community Association shall maintain the Community Property referred to in By-Laws 4, 7 and 8.
- 10.5 The Community Association must levy a contribution upon its members for any costs associated with maintaining the Community Property referred to in By-Laws 4, 7 and 8 unless that cost is payable by the proprietors for the time being of all Community Development Lots under By-Law 10.2. 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 10.

PART 3

MANDATORY MATTERS

By-Law 11 Community Property

The Community Property comprises:

- (a) The Community Facilities;
- (b) Not Applicable;
- (c) The Community Property Infrastructure;
- (d) The Tennis Court;
- (e) The Swimming Pool;
- (f) The Access to the Community Facilities; and
- (g) any other part of the Community Parcel which is not the subject of a Subsidiary Scheme or is not a Community Development Lot.

By-Law 12 The Community Facilities

- 12.1 The terms of this By-Law start when the restricted use right under By-Law 4 end.
- 12.2 The Community Facilities are available for use by the proprietors and occupiers of Lots and Permitted Persons.
- 12.3 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.
- 12.4 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 6.00 am and 10.00 pm or other hours nominated from time to time by the Executive Committee;
 - (b) children under the age of 13 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.
- 12.5 Use of the parking bays is restricted only to the proprietors and occupiers using the Swimming Pool Area.

By-Law 13 Not Applicable

By-Law 14 The Tennis Court

- 14.1 The Tennis Court is available for use by the proprietors and occupiers of Lots and Permitted Persons.
- 14.2 The Community Association is responsible for the control, management, operation, maintenance and repair of the Tennis Court.
- 14.3 The following terms and conditions apply to the use of the Tennis Court :
- (a) the Tennis Court may only be used between the hours of 6.00 am and 10.00 pm or other hours nominated from time to time by the Executive Committee;
 - (b) children under the age of 13 years of age may use the Tennis Court only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses and sharp objects are not permitted on the Tennis Court;
 - (d) running, ball playing, noisy or hazardous activities are not permitted on the Tennis Court; and
 - (e) Tennis Court equipment must not, except with the approval of the Community Association, be interfered with, operated or adjusted.

By-Law 15 Swimming Pool

- 15.1 The Swimming Pool is available for use by the proprietors and occupiers of Lots and Permitted Persons.
- 15.2 The Community Association is responsible for the control, management, operation, maintenance and repair of the Swimming Pool.
- 15.3 The following terms and conditions apply to the use of the Swimming Pool:
- (a) the Swimming Pool may only be used between the hours of 6.00 am and 10.00 pm or other hours nominated from time to time by the Executive Committee;
 - (b) children under the age of 13 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;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and
 - (e) swimming pool equipment must not, except with the approval of the Community Association, be interfered with, operated or adjusted.

By-Law 16 The Pathways

- 16.1 The terms of this By-Law start when the restricted use rights under By-Law 7 end.
- 16.2 The Pathways are available for use by the proprietors and occupiers of Lots.
- 16.3 The Community Association is responsible for the control, operation, maintenance and repair of the Pathways.

By-Law 17 The Access to the Community Facilities

- 17.1 The terms of this By-Law start when the restricted use rights under By-Law 8 end.
- 17.2 The Access to the Community Facilities is within the Community Property and is available for use by the proprietors and occupiers of Lots, Service Providers and Permitted Persons.
- 17.3 The primary use of the Access to the Community Facilities is to provide access to the vehicular parking bays within the Community Facilities.
- 17.4 The Community Association is responsible for the control, operation, maintenance and repair of the Access to the Community Facilities.
- 17.5 Vehicles with a gross weight in excess of 2 tonnes shall not use the Access to the Community Facilities except vehicles:
 - (a) associated with Development Activities;
 - (b) delivering goods or materials to Lots;
 - (c) collecting garbage or recyclable materials operated by or under contract to the Council or as otherwise authorised by the Community Association;
 - (d) used by the Service Providers and their officers, servants, work persons and agents;
 - (e) authorised by the public authorities set out in Part 5.
- 17.6 Subject to By-Law 17.5 no vehicles with a gross weight in excess of 2 tonnes can stand on the Access to Community Facilities or upon the driveways of any Lot or on any part of the Community Parcel.
- 17.7 The maximum speed limit for the Access to the Community Facilities shall be 20 kilometres per hour.
- 17.8 The Access to the Community Facilities will be subject to the provisions of the Motor Accidents Act 1988.

By-Law 18 Managing, Operating and Maintaining Community Property

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

By-Law 19 Arrangements regarding Water Tanks

- 19.1 Rain water shall be collected within the Community Facility and shall be reticulated or transferred via fixed conduits to the Community Water Tanks.
- 19.2 The Community Association is responsible for the control, operation, maintenance and repair of the Community Water Tanks.

By-Law 20 Internal Fencing

- 20.1 The Dividing Fences Act 1951 applies as between the following parts of the Community Parcel and the respective owners of those parts:
- (a) Community Property and a Community Development Lot;
 - (b) Community Property and Neighbourhood Property;
 - (c) Community Property and a Neighbourhood Lot;
 - (d) Neighbourhood Property and a Neighbourhood Lot;
 - (e) a Neighbourhood Lot and another Neighbourhood Lot;
- 20.2 The maintenance and replacement of common fences between Community Property and a Neighbourhood Lot shall be the responsibility of the proprietor of the Neighbourhood Lot except where damage to fencing was caused by a person or persons using Community Property.
- 20.3 The Community Association shall be responsible for the maintenance, replacement of fencing of Community Property except where provided in By-Law 20.2.

By-Law 21 Garbage

- 21.1 The proprietors and occupiers of Lots:
- (a) must not deposit garbage on any part of the Community Property and must use the garbage area as designated on the Community Plan;
 - (b) must store garbage and recyclable materials only in a receptacle provided by or approved by Council;
 - (c) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers completely drained;
 - (d) must place the receptacle within an area designated for that purpose and at a time not more than 12 hours before the time at which garbage is normally collected;
 - (e) must promptly return the receptacle to the Lot or other area referred to in paragraph (a) no later than 8.00 pm on the evening the garbage has been collected;
 - (f) The Community Association may from time to time regulate the procedure for garbage collection within the Community Parcel in order to secure and maintain the amenity of the dwellings.

By-Law 22 Statutory Services

- 22.1 The Management Statement includes a Prescribed Diagram in respect of the following Services:-
- (a) telecommunications;
 - (b) electricity; and
 - (c) gas.
- 22.2 On installation of a Service Line, a statutory easement will be created over parts of the Community Property or a Lot designated in the Prescribed Diagram for the provisions of Services through Service Lines.
- 22.3 The Service Provider and other owners of Service Lines will maintain and repair the Service Lines in accordance with any statutory rights of the Service Provider.

By-Law 23 Insurance

- 23.1 The Community Association must effect insurances required in accordance with the Community Titles Legislation.
- 23.2 The Community Association must review, on an annual basis:
- (a) all insurances effected by it; and
 - (b) the need for new or additional insurances.
- 23.3 Notice of an Annual General meeting must include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended.
- 23.4 The Community 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 Community Property.
- 23.5 A proprietor or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:
- (a) void or prejudice insurance effected by the Community Association; or
 - (b) increase any insurance premiums payable by the Community Association.

By-Law 24 Executive Committee Proceedings

Constitution

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

Notice Board

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

Meetings

- 24.3 The Executive Committee may, subject to By-Laws 24.8 and 24.9, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 24.4 The Secretary or the member of the Executive Committee who convenes a meeting must, for nor 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

- 24.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 24.6 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Meeting at Request of Members

- 24.7 The Secretary or in his absence any member of the Executive Committee must, at the request of not less than one-third 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 meeting of the request.

Out of Meeting Determination

- 24.8 Where
- (a) By-Law 24.4 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
 - (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

- 24.9 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

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

Display of Minutes

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

Function of the Secretary

- 24.13 The Functions of the Secretary of the Executive Committee 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.

Functions of the Treasurer

- 24.14 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 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-Committee

24.15 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

24.16 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

24.17 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.

PART 4**OPTIONAL MATTERS****By-Law 25 Not Applicable****By-Law 26 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, liquid or gas or other inflammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or for purposes within the scope of the Permitted Use for that Lot, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 27 Keeping of Animals

- 27.1 No animal shall be kept or maintained in any Lot without the written approval of the Community Association.
- 27.2 Subject to By-law 27.1, if permitted (and always subject to any other reasonable conditions considered appropriate by the Community Association):-
- (a) All animals will be kept clean, quiet and controlled. Dogs shall not be permitted on any part of the Community Parcel unless carried or on a leash. Any animal excrement deposited by an animal on the Community Parcel shall be promptly removed by the animal owner.
 - (b) Any proprietor or occupier who keeps and maintains an animal thereby expressly assumes any and all liability for any and all action by the animal, whether or not the proprietor or occupier had knowledge, notice or forewarning of the likelihood of such action.
 - (c) All animals shall be registered with the Community Association and shall otherwise be registered and inoculated as required by law.
 - (d) Dogs shall carry a conspicuous tag.
 - (e) The Community Association shall have the right to order any person who persistently breaches this by-law to permanently remove their animal from their lot and the Community Parcel.
 - (f) This by-law 27 shall be subject to Section 49(4) of the Act and the provisions of the Guide Dogs Act.

By-Law 28 Restrictions on Parking

- 28.1 A proprietor or occupier of a Lot must not park a vehicle on the Community Parcel or in the designated community car park except for the purpose of using the Community Facilities.
- 28.2 A proprietor or occupier of a Lot must not park a boat, trailer, caravan or any other towable item on the Community Parcel or designated community car park.

By-Law 29 Security Keys

- 29.1 The Community Association may restrict access to the Community Facilities by means of Security Keys.
- 29.2 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.
- 29.3 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, stolen or misplaced;
 - (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

By-Law 30 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 Community Property, Neighbourhood Property and Common Property;
- (b) provide serviced 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 31 Private Services

- 31.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:
- (a) provide Private Services to the proprietor or occupier of a Lot;
 - (b) arrange for the installation and maintenance of proposed Service Lines for the provision of Private Services; and
 - (c) contract with persons to monitor or provide, in part or in whole, Private Services.
- 31.2 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.
- 31.3 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 32 Community Association's Right to Maintain Services

- 32.1 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.
- 32.2 The Community Association must give the proprietor or occupier of a Lot reasonable notice of entry.
- 32.3 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

By-Law 33 Control of Lessees/Licensees

The 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 34 Executive Committee Proceedings Constitution

- 34.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that a Permitted Person complies with the By-Laws.
- 34.2 If a Permitted 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.
- 34.3 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 35 Community Association's Right to Remedy

- 35.1 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.
- 35.2 If the Community Association exercises its right under By-Law 35.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Community Association and person authorised by it may enter the Lot and remain there.
- 35.3 The Community Association may enter and remain on a Lot under By-Law 35.2 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 36 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 37 Community Association's Trading Activities

37.1 The Community Association may, for the purpose of exercising and performing its function, carry on a business or trading activity.

37.2 The Community Association:

- (a) must pay into its Sinking Fund income derived by it from its business or trading activities;
- (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;
- (c) must make the estimate under By-Law 37.2(b):
 - (i) no later than one month after incorporation of the Community Association; and
 - (ii) after that, as the occasion arisesat a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;
- (d) must impose a levy on each member for a contribution to provide the amount estimated under By-Law 37.2(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.

37.3 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 38 Reimbursement of Costs, Charges and Expenses

38.1 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.

38.2 The costs, charges and expenses under By-Law 38.1 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 39 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 40 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 41 Interest on Overdue Money

- 41.1 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, which has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 41.2 During the period that an amount under By-Law 41.1 remains unpaid, on demand or at other times notified by the Community Association, interest shall be calculated on daily balances at the rate equal to 20% per annum or the maximum rate permitted under the Community Titles Legislation.
- 41.3 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 41.2.
- 41.4 Nothing in this By-Law 41 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 42 Rules

- 42.1 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 Facilities; and
 - (b) without limiting By-Law 21, the storage, disposal and collection of garbage.
- 42.2 The Community Association may at any time add to or alter the Rules.
- 42.3 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.
- 42.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Subsidiary Body.

By-Law 43 Compliance with Requirements of Authorities

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

By-Law 44 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 statutory authority.

By-Law 45 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.

By-Law 46 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 47 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 48 Communications from Community Association

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

By-Law 49 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 50 Exhibition of By-Laws

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

By-Law 51 No interference

A proprietor or occupier of a Lot shall not:

- (a) do anything or permit anything to be done 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) Services Lines, garbage services and Services are interfered with;
- (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 proprietor or occupier of any other Lot or Permitted Person.

By-Law 52 The *ALTITUDE 1* Services Agreement

52.1 The Community Association intends, during the Initial Period, to appoint a Facility Manager.

52.2 The Community Association will delegate to the Facility Manager, in addition to the functions the Community Association is entitled to delegate to the Facility Manager under the Management

Act imposed on the Community Association by this Management Statement or by the Community Titles Legislation.

52.3 The remuneration to be paid to the Facility Manager for the performance of functions and duties under By-Law 52.2 shall be paid out of the Administrative Fund.

52.4 This By-Law 52 is subject to section 24 of the Management Act.

By-Law 53 Management Generally

NA

PART 5**BY-LAWS REQUIRED BY PUBLIC AUTHORITIES**

This Part may specify By-Laws made at the request of a public authority. These By-Laws may provide that amendments may not be made without the consent of the relevant public authority.

54 Relevant Consent Authority

54.1 The Community Parcel must be developed in accordance with the Development Consent approved by the relevant consent authority.

54.2 The Community Parcel will be staged as follows:

- | | | |
|-----|----------|---|
| (a) | Stage 1 | The construction of roads and services for Community Development Lots 101-156 |
| (b) | Stage 2 | The construction of roads and services for Community Development Lots 201-222 |
| (c) | Stage 3 | The construction of roads and services for Community Development Lots 301-322 |
| (d) | Stage 4 | The construction of roads and services for Community Development Lots 401-436 |
| (e) | Stage 5 | The construction of roads and services for Community Development Lots 501-523 |
| (f) | Stage 6 | The construction of roads and services for Community Development Lots 601-630 |
| (g) | Stage 7 | The creation of the Community Property Lot 711 (Association Property) and the construction of roads and services for Community Development Lots 701-721 |
| (h) | Stage 8 | The construction of roads and services for Community Development Lots 801-834 |
| (i) | Stage 9 | The construction of roads and services for Community Development Lots 901-936 |
| (j) | Stage 10 | The construction of roads and services for Community Development Lots 1001-1041 |

54.3 Not Applicable

55 Not Applicable**56 Not Applicable**

57 Telecommunication Carrier

- 57.1 Notwithstanding any contrary provision contained in this Management Statement, a telecommunication carrier, its servants, agents, workers and contractors shall be permitted to have full right of access to the Lots by day or night for the purpose of providing the telecommunication to the Community Parcel.

58 Not Applicable

PART 6

DEFINITIONS, INTERPRETATION AND GENERAL

By-Law 59 Definitions and Interpretation

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

"Access to the Community Facilities" means that part of the Community Property designated "Lot 711" on the Concept Plan.

"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.

"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.

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

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

"Common Property" means the common property in the community association.

"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 Facilities" means any associated facilities as designated on Lot 711 in the Concept Plan.

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

"Community Plan" means deposited plan number to which this Management Statement is attached.

"Community Property" means Lot 711 in the Community Plan and includes the Community Facilities, the Tennis Court, the Swimming Pool, the Community Road Access Ways, the Community Property Infrastructure, the Community Water Tanks, the Access to the Community Facilities and any other part of the Community Parcel which is not a Community Development Lot.

"Community Property Infrastructure" means infrastructure provided to Lot 711.

"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
- (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 and persons having interests in, or occupying Lots.

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

"Community Water Tanks" means the Water Tanks located within the Community Property.

"Concept Plan" means the plan of Community Property and amenities on Community Property contained in Part 7.

"Consent Authority" means the Council or the Land and Environment Court.

"Council" means the Tweed Shire Council.

"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), (b) and (c) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

"Development Consent" means development consent number TBA granted by the relevant consent authority Council on TBA.

"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.

"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.

"Initial Period" means the initial period as defined in the Community Titles Legislation.

"Lot" means a Community Development Lot.

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

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

"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.

"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 relating to a Neighbourhood Plan 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.

"Original Proprietor" means Metricon Qld Pty Ltd.

"Pathways" means that part of the Community Property designated on or through Lot 711 on the Concept Plan.

"Permitted Persons" 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.

"Permitted Use" means the use for a Lot permitted by Council.

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

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

"Public Road" means the area designated roadways on the Concept Plan.

"Rules" means the rules made under By-Law 42.

"Secretary" means the secretary of the Community Association.

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

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

"Service" means a Statutory Service or a 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, Council, Telstra Corporation, Energex, Origin, and utility supplier, garbage collectors 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 or Association Property or Common Property provided by a Service Provider.

"Swimming Pool Area" means the inground pool, pool surrounds, play area, change pavilion and barbeque area (as examples) designated on Lot 711 respectively on the Concept Plan.

"Tennis Court" means the fenced tennis court area and all equipment contained inside the fenced area (including lights).

"Treasurer" means the treasurer of the Community Association.

"Water Tanks" means tanks used for the collection of rain water.

By-Law 60 General

- 60.1 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.
- 60.2 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- 60.3 If the whole or any part of a provision of the By-Law is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
- 60.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 60.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- 60.6 A reference to an authority, institute, association or body or to any officer of them is in the event that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or if their respective powers or functions being transferred to any other organisation or person, is 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.

PART 7

CONCEPT PLAN

See accompanying Concept Plan (Sheet 7 of 8 – Drawing 18053 B)

SIGNATURES, CONSENTS AND APPROVALS

Dated _____ day of _____ 20__

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application Number TBA; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: _____

Signature on behalf of consent authority: _____

MORTGAGEE'S CONSENT

Mortgagee under Mortgage Number: