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COMMUNITY LAND DEVELOPMENT ACT, 1989  
COMMUNITY LAND MANAGEMENT ACT, 1989  
COMMUNITY MANAGEMENT STRATEGY

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 a unanimous resolution of the Community Association (See Section 17(2) Community Land Management Act 1989).

BY-LAW 1 ARCHITECTURAL AND LANDSCAPE STANDARDS

- 1.1.1 All accessways within the Community Parcel must be constructed of brick patterned reinforced concrete and bitumen topped reinforced concrete.
- 1.1.2 All driveways (excluding those of lots fronting Badojos Road) within the Community Parcel must be constructed of clay brick pavers. Driveways of lots fronting Badojos Road must be constructed of exposed aggregate concrete.
- 1.2.1 All dwellings to be erected on Lot 2 or on any lot forming part of a subdivision of such lot and any alteration or addition to any such dwelling must be of similar design and in accordance and harmony with the dwellings constructed on such lot as at the date of registration of the Community Plan and the plans and information set out in the document of the Council of the City of Ryde styled "Norfolk Green Stage One 55 Badojos Road, North Ryde Architectural and Service Information" deposited with the Council of the City of Ryde and the Community Association.
- 1.2.2 All dwellings to be erected on lot 3 or on any lot forming part of a subdivision of such lot must be of such design and specifications as may be prescribed by the original proprietor.
- 1.3.1 All landscaping, plantings and the like to be placed or established on Lot 1 and/or Lot 2 or on any lot forming part of a subdivision of such lot must blend with the buildings erected or to be erected on such lots and be in accordance with the plans, planting lists and maintenance schedules of Landscap Pty Limited set out in the document of the Council of the City of Ryde styled "Norfolk Green Stage One 55 Badojos Road, North Ryde Landscaping and Community Facilities Information" deposited with the Council of the City of Ryde and the Community Association.

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- 1.3.2 All landscaping, plantings and the like to be placed or established on Lot 3 or on any lot forming part of a subdivision of such lot shall be of such type, classification, nature, quality and quantity as may be prescribed by the original proprietor.
- 1.4 Architectural Standards and Landscape Standards bind:
  - (a) the Community Association;
  - (b) each proprietor or occupier of a Lot;
  - (c) each Subsidiary Body;
  - (d) each mortgagee in possession of a Lot; and
  - (e) each lessee of a Lot.
- 1.5 Notwithstanding any other By-law, the Original Proprietor is not bound by the Architectural and Landscape Standards.

BY-LAW 2 EXECUTIVE COMMITTEE  
Function of Executive Committee

- 2.1 In addition to its functions under By-law 13, the Executive Committee must consider and give its decision regarding all plans and specifications submitted to it for approval including, without limitation, inspecting building modifications, new constructions and landscape constructions or modifications to ensure that they comply with plans and specifications approved by the Executive Committee.  
Approval of Plans and Specifications for Building Modification, New Construction, Landscape Construction or Landscape Modification
- 2.2 No building modification, new construction or landscape construction or modification may commence or take place until plans and specifications for it have been approved by the Executive Committee as to:
  - (a) suitability of design, colour and materials;
  - (b) quality of design, colour and materials;
  - (c) harmony of external design with existing structures;
  - (d) harmony with existing landscaping; and
  - (e) conformity with any applicable architectural and landscape standards.
- 2.3 The plans and specifications submitted for approval by the Executive Committee must:
  - (a) show the nature, kind, shape, height, width, colour, size, materials and location of the building modification, or new construction; and
  - (b) show the nature and type of proposed landscaping material and features.

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**Not to Affect Services**

2.4 No plans and/or specifications for building modification, new construction or landscape construction or modification shall include any construction, material such as paving or the like or landscaping which will in any way affect the access of any public authority to services provided by such authority to or for the benefit of the Community Parcel.

**Basis of Approval**

2.5 The Executive Committee's approval or disapproval of plans and specifications must be made solely on the matters set out in:

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

**Additional Information**

2.6 The Executive Committee in order to make a decision on any plans and specifications may request:

- (a) additional plans and specifications be submitted to it;
- (b) additional information, reports or documents; or
- (c) details of changes to be made to the plans and specifications, if the changes are required by a public authority or the Council of the City of Ryde.

**Approval Subject to Conditions**

2.7 The Executive Committee must, within 40 days after it has received all information required by it to make a decision, deliver to the Applicant its written decision.

2.8 Plans and specifications submitted under this By-Law 2 will be deemed to be approved by the Executive Committee, unless:

- (a) a written disapproval; or
- (b) a request under By-Law 2.6

has been delivered to the Applicant within 40 days after the Executive Committee has received the plans and specifications or, where a request has been made under By-Law 2.6, within 40 days of the Executive Committee receiving the additional information.

2.9 A decision made by the Executive Committee is binding on the Applicant.

**BY-LAW 3 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION**

If the Community Association desires to make a building modification, new construction or landscape construction or modification, it must comply with any Architectural Standards and Landscape Standards in force for Community Property.

**BY-LAW 4 FIXING OF SIGNS**

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

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

**BY-LAW 5 AERIALS AND SOLAR ENERGY DEVICES**

The proprietor or occupier of a lot must not, except with the prior consent of the Community Association, construct, install or attach:

- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
- (b) any solar energy collector panels and equipment associated with them;
- (c) any energy conservation equipment; or
- (d) a solar hot water system and equipment associated with it to the outside of any building on a lot or the outside of any building containing a lot or a structure on a lot.

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**RESTRICTED COMMUNITY PROJECT**

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see Section 54 Community Land Management Act 1989).

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BY-LAW 6

6.1 Use of Lot 1 is restricted under this By-law for the purposes of construction thereon of Community Facilities, carrying out development activities associated with such construction and of providing to or maintaining for the public within the Community Parcel or elsewhere services or facilities which any public authority is empowered to provide or maintain. The proprietor of development Lots 2 and 3 and any person authorized by it will have exclusive use of Lot 1 for the term of this By-law such use to include the following rights:

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

6.2 Use of Lot 1 or part of Lot 1 (where appropriate) by the Community Association and proprietors and occupiers of Lots 2 and 3 shall commence when the proprietor of development lot 2 and 3 serves on the Community Association a notice informing the Community Association that construction of the Community Facilities is complete or that a particular part of the Community Facilities is complete.

PART 1

MANDATORY MATTERS

BY-LAW 7 OPEN ACCESSWAYS

7.1 Part of lot 1 has been set apart as an open accessway as shown in the attached plan of accessway. The Community Association is responsible for the control, management, use and maintenance of the open accessway and will ensure that use by the public of the open accessway shall not be restricted without the prior consent of the Council of the City of Ryde being obtained beforehand.

7.2 A proprietor or occupier of a lot must use reasonable endeavours to ensure that any authorized person uses a parking area or driveway of the lot rather than the open accessway for the purpose of casual parking.

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BY-LAW 8 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

The Community Property comprises:

- (a) the community centre;
  - (b) the swimming pool;
  - (c) the tennis courts;
  - (d) the open accessway; and
  - (e) the remainder of Lot 1 not included in paragraphs (a) to (d) above.
- 8.1 The terms of this By-law commence when the restricted use rights under By-law 6.1 cease.
- 8.2 The Community Property and the facilities thereon are available for use by:

SEE 6.6.6.4.3.6.0

(a) the proprietors and occupiers of lots; and  
(b) authorized persons subject to any rule or regulation made by the Community Association restricting or prohibiting use of the said facilities or any of them or the persons who may use such facilities which the Community Association is hereby empowered to do.

8.3 The Community Association is responsible for the control, management, operation, maintenance and repair of Community Property and the facilities thereon.

8.4 The Community Association is empowered to make rules and regulations relating to the management and operation of the Community Facilities.  
8.5 The following terms and conditions apply to the use of the swimming pool areas:

- (a) the swimming pool area may only be used between the hours of 6.00 a.m. and 8.00 p.m. or other hours nominated from time to time by the Community Association;
- (b) children under the age of 12 years of age may use the swimming pool only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (d) running, ball playing or noisy or hazardous activities are not permitted in the swimming pool area;
- (e) swimming pool equipment must not, except with the approval of the Community Association, be interfered with, operated or

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MINUTES OF SPECIAL GENERAL MEETING OF COMMUNITY ASSOCIATION DP. 270038 HELD  
IN THE CLUBHOUSE ON WEDNESDAY 1 MARCH 2000 AT 7.00PM.

PRESENT. Ms J Minifie, Mr M Boyce and Mr G Cox

IN ATTENDANCE Mr D Williamson from Raine & Horne Strata-Sydney.

MOTION 1 That the minutes of the last General Meeting be confirmed - Carried

MOTION 2 That the following amendments to the By-Laws for the Land Management Statement of Community Association – DP 270038 as detailed below be approved:

It was agreed that the amendments considered and discussed at the Neighbourhood Association meetings form amendments to be included in the following motions. These amendments are shown in bold type.

By Law 8.2 The Community Property and the facilities thereon are available for use by:

(a) the proprietors and occupiers of the lots and their bonafide guests or invitees are able to use the Community Association Property as outlined in By Law 8 for family gatherings and social events only. The owner **or occupier** of the lot is to be in attendance at the facility during the period of use. The Community Association Property is not to be used for the purposes of profit, business enterprises **or meetings**

(b) Delete all of this part of Existing By Law. - Carried

Add to By Law 8.5

(g) The swimming pool and associated facilities are to be used by owners or occupiers of the lot and their bonafide guests or invitees only. The owner or occupier of the lot is to be in attendance at all times that the pool facility is in use by his/her guests or visitors.

By Law 8.6

(b) The Tennis Courts are for the use of proprietors and occupiers of the lots and their bonafide guests or invitees only, for family gatherings or social events only. The owner or occupier of the lot is to be in attendance at all times that the courts are in use by his /her guests or visitors and the courts are not to be used for the purposes of profit or business enterprises, **except for the purposes of providing coaching to the residents of the Norfolk Green Estate.**

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By Law 8.7

- (e) The Community Centre is for the use of proprietors and occupiers of the lots and their bonafide guests or invitees only, for the purposes of **occasional** family gatherings or social events only. The owner or occupier of the lot is to be in attendance at all times that the facilities are in use by his /her visitors / guests. The centre is not to be used for the purposes of profit, business enterprises **or meetings**.

### SPECIAL RESOLUTION

On the basis that the amendments were included in the By Law the motion was carried.

#### General Business

##### 1) Gardens / Tree

Some of the individual gardens within the complex require tidying. The garden area at the rear of the tennis court is also to receive attention.

A copy of an arborist report regarding the condition of the oak tree was tabled at the meeting, a copy of which is attached

##### 2) Painting

Some areas of paintwork on homes within the estate require some attention

##### 3) Pavement Coating

The condition of the oxide colouring on various sections of the roadway, particularly at the entrance to the complex and the roundabouts is to be checked

##### 4) Clubhouse Use

Should any resident suspect that the clubhouse is being used for purposes contrary to agreement reached at the Neighbourhood Scheme Meetings held on the 1<sup>st</sup> March 2000, complaints are to be in writing and are to be forwarded to the community association representatives

##### 5) Goods and Services Tax (GST)

Further detail regarding the GST will be forwarded to all owners when available.

##### 6) Insurance

The services of an insurance broker is to be investigated. A clearer definition of the terms Business/ commercial purposes regarding the use of the clubhouse is to be obtained.

##### 7) Noise.

Noise made by the residents of an adjoining complex is disturbing residents within our complex.

##### 8) Booking Form

New booking forms are to be designed to include the comment that the clubhouse cannot be used for the purpose of holding meetings (other than meetings of the neighbourhood or community association meetings) or for business or commercial reasons.

Mr Cox kindly offered to design such a form for perusal.

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(1) The Community Association shall control, manage and maintain the swimming pool according to the guidelines set out in "Guide to Swimming Pool Safety (Australian Standard 2818 - 1986) prepared by the Australian Standards Association's Committee on Safety of Private Swimming Pools" or other appropriate standard of the Australian Standards Association or its successor which may supersede A S 2818 - 1986 and any warranties issued by any maker or designer of the pool.

8.6 The following terms and conditions apply to use of the tennis courts:

(a) The tennis courts shall not be used by any person whatsoever other than between the hours of 7.00 a.m. and sunset. No artificial lighting shall be used or available for the courts.

(b) The Community Association may make the tennis courts available for hiring by members of the public during such times when the level of demand for the use of the courts by the persons referred to in By-Law 8.2 enables such hiring and any such hiring shall be in accordance with any rules and regulations or conditions for such hiring which the Community Association shall make or impose from time to time.

(c) The Community Association shall control, manage and maintain the courts according to any warranties issued by any maker or designer of the courts.

8.7 The Community Association may hire the Community Centre for use by members of the public from time to time on such terms and conditions as the Community Association may impose and in the event of any such hiring, the proprietors and occupants of lots and authorised persons shall not attend or use the Community Centre except with the permission of the Community Association.

BY-LAW 9 (e) INTERNAL PAVING

Subject to the Architectural and Landscape Standards, the Dividing Fences Act 1991 applies as between the following parts of the Community Parcel and the respective owners of the 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;
- (f) a Strata Parcel and another Strata Parcel;
- (g) a Strata Parcel and Community Property; and
- (h) a Strata Parcel and a Community Development Lot.

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All fences to be erected on the community parcel shall be in accordance with the document "Northix Green Stage One 55 Badozor Road North Ryde Architectural and Service Information" referred to in By-Law 1 Architectural and Landscape Standards.

BY-LAW 10 GARBAGE

10.1 All garbage is to be stored in receptacles and at locations approved by the Community Association and the Council of the City of Ryde.

10.2 The Community Association shall be responsible for the supervision, maintenance and control of all garbage collections within the community scheme up to the point of its collection by the Council of the City of Ryde and it shall be the responsibility of individual proprietors of lots to ensure that garbage in garbage bins is made available for collection by the said Council in accordance with the Council's requirements relating to disposal of garbage.

10.3 The Community Association must ensure that garbage from the garbage bins on Community Property is made available for collection by the said Council in accordance with the Council's requirements relating to the disposal of garbage.

BY-LAW 11 SERVICES

This Management Statement includes a Prescribed Diagram as provided for by Section 36 of the Development Act.

BY-LAW 12 INSURANCE

12.1 The Community Association must on an annual basis review all insurances effected by it and the need for new or additional insurances.

12.2 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.

12.3 The Community Association shall immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property.

12.4 A proprietor or occupier of a lot must not, except with the prior written consent of the Community Association, do anything that might invalidate, suspend or increase the premium for any insurance policy effected by the Community Association.

BY-LAW 13 EXECUTIVE COMMITTEE

Constitution

13.1 The Executive Committee of the Community Association must be constituted in accordance with Division 2 Part 2 of the Management Act.

Notice Board

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

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**Meetings**

- 13.2 Subject to By-Laws 13.8 and 13.9, the Executive Committee may meet to conduct business, adjourn and otherwise regulate its meetings in accordance with the Management Act and these By-Laws but otherwise as it thinks fit.

**Notice of Meetings**

- 13.4 The Secretary or the member of the Executive Committee who convenes a meeting must, not less than 72 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;

If the Secretary or person who convenes a meeting is given notice signed by not less than 3 members requesting time to ascertain whether there are sufficient members of the Association who oppose a matter for the purposes of Section 38(3) of the Management Act, the Executive Committee must not consider such matter unless a reasonable time has passed for a majority of members of the Association to give notice pursuant to Section 38(3) if they so desire.

**Meeting Agenda**

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

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

**Place of Meetings**

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

**Meeting at Request of Members**

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

**Out of Meeting Determinations****13.9 Where:**

- (a) By-Law 13.4 has been compiled 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**

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

**Minutes of Meetings**

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

**Display of Minutes**

- 13.12 The Executive Committee must within 7 days after holding a meeting display a copy of the minutes of that meeting on the notice board.

- 13.13 The minutes of an Executive Committee meeting must remain on the notice board for at least 14 days.

**Functions of the Secretary**

- 13.14 The Functions of the Secretary include:

- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;  
(b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;  
(c) maintaining the Community Association roll;  
(d) supplying certificates in accordance with Clause 2 Schedule 4 of 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 Schedule 1 of the Management Act.

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Functions of the Treasurer

13.15 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 Lots and Subsidiary Bodies of any certifications 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 Clause 2 Schedule 4 of the Management Act;
- (e) keeping prescribed accounting records under Clause 10 Schedule 1 of the Management Act;
- (f) preparing financial statements under Clause 11 Schedule 1 of the Management Act; and
- (g) notifying proprietors of Lots and Subsidiary Bodies of any contribution levied under the Management Act and collecting such contribution.

Sub-Committees

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

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

No Remuneration

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

Protection of Executive Committee Members from Liability

13.18 No member of the Executive Committee will 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.

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PART 4  
OPTIONAL MATTERS

BY-LAW 14

WASHING

4.1 The proprietor or occupier of a Lot must not hang any washing, towels, bedding, clothing or other articles of a similar nature on any part of the Lot between the front of the Lot and the building line of the Lot.

LETTER BOXES

4.2 The proprietor or occupier of a Lot must not install, redesign or replace a letter box without the approval of the Community Association.

BY-LAW 15 KEEPING OF ANIMALS

5.1 Subject to Clause 5 of Schedule 3 to the Development Act, a proprietor or occupier of a Lot or an Authorised Person must not permit an animal on the Community Facilities or any Association Neighbourhood or Common Property.

5.2 Subject to Clause 5 of Schedule 3 to the Development Act, a proprietor or occupier of a Lot or an Authorised Person must not have or keep an animal on the Community Parcel without the consent of the Community Association.

BY-LAW 16 RUBBISH AND WASTE MATERIAL

6.1 The proprietor or occupier of a Lot must:

- (a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours; and
- (b) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.

6.2 The proprietor or occupier of a Lot is responsible to ensure that all garbage is made available for collection by the Council of the City of Ryde in accordance with the Council's requirements relating to the disposal and collection of garbage.

BY-LAW 17 RESTRICTIONS ON PARKING

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

\* 17.2

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

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17.3 Except for the purposes of delivery of furniture or household items a proprietor or occupier of a Lot must not permit any vehicle in excess of 2 tonnes on the Community Parcel.

BY-LAW 18 SECURITY KEYS  
18.1 The Community Association may restrict access to the Community Facilities by means of Security Keys.

18.2 The Community Association may make Security Keys available to proprietors and occupiers of Lots and persons authorised by the Community Association.

18.3 A person to whom a Security Key is made available must:  
(a) not duplicate or copy the Security Key;  
(b) immediately notify the Community Association if the Security Key is lost or misplaced;

(c) when requested by the Community Association, immediately return the Security Key to the Community Association; and  
(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18.4 The Community Association may charge a reasonable fee for any additional or replacement Security Key.

BY-LAW 19 COMMUNITY ASSOCIATION'S RIGHTS TO ENTER INTO CONTRACTS  
The Community Association may on its own behalf or on behalf of each Subsidary Body contract with persons to:

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

BY-LAW 20 PRIVATE SERVICES (INCLUDING WATER ALLOWMENT DRAINAGE)  
20.1 The Community Association may on its own behalf or on behalf of a Subsidary Body:

(a) provide private services to a Subsidary Body or the proprietor or occupier of a Lot;  
(b) arrange for the installation and maintenance of Service Lines for the provision of private services; and  
(c) contract with persons to monitor or provide private services.

20.2.1 The Community Association is responsible for the control, management, use and maintenance of all inter allotment drainage of the community parcel and any lot comprising part thereof and for the purposes of such control, management, use and maintenance and this Community Management Statement any service line or associated structure or equipment (but excluding roofwater outlet lines which are to be the responsibility of each proprietor of a Lot) forming part of or contributing to inter allotment drainage will be deemed Association property.

20.2.2 Each and every proprietor of a Lot hereby appoints the Community Association the agent of such proprietor to exercise all rights granted in relation to statutory easements by Section 36 of the Development Act which any such proprietor may have by virtue of his ownership of a Lot and agrees to comply with any reasonable or necessary request or order of the Association in relation to inter allotment drainage.

20.2.3 No proprietor of any Lot will make any objection, requisition or claim for compensation in respect of a drainage service line passing through the proprietor's lot or the use of such service line and any associated rights by the proprietor of any lot which benefits from the existence and use of such service line and consent for such use is hereby granted.

20.2.4 All costs and expenses of inter allotment drainage of the community parcel shall be borne by the Community Association unless any cost or expense or part thereof is attributable to a wrongdoing, negligence or non-compliance with the provisions of these By-Laws by a proprietor of a Lot or any person claiming under him in which event the Community Association may, at its discretion, seek reimbursement from such proprietor.

20.3 The proprietor or occupier of a Lot must not without the written consent of the Community Association carry out any works which interfere with services or obstruct access to overload or damage services.

20.4 A proprietor or occupier of a Lot must promptly notify the Community Association of any damage to or defective operation of services.

BY-LAW 21 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

21.1 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 reverse private and other services including inter allotment drainage.

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

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

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BY-LAW 22 CONTROL OF LESSEES AND LICENSEES

A proprietor of a Lot which is the subject of a lease or license agreement must provide the lessee or licensee with a copy of this Management Statement and take all reasonable steps including any action available under the lease or license agreement to ensure that any lessee or licensee of the Lot and any person on the Community Parcel with the consent of the lessee or licensee comply with these By-Laws.

BY-LAW 23 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

23.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorized Person complies with these By-Laws and the By-Laws of any subsidiary body.

23.2 If an Authorized Person does not comply with the By-Laws then the proprietor or occupier must take all reasonable steps to ensure that the Authorized Person immediately leaves the Community Parcel.

23.3 If the Management Act or Development Act or 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 24 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

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

BY-LAW 25 COMMUNITY ASSOCIATION'S TRADING ACTIVITIES

25.1 The Community Association may, with the consent of members in General Meeting and for the purpose of exercising and performing its functions, carry on a business or trading activity.

25.2 If the Community Association carries on a business or trading activity then it:

- (a) must pay into its Sinking Fund income derived by it from its business or trading activities; and
  - (b) must estimate how much money it will need to credit to its Sinking Fund to meet expenses associated with carrying on its business or trading activities; and
  - (c) must make the estimate under By-Law 25.2(b);
    - (1) no later than 1 month after incorporation of the Community Association; and
    - (11) after that, as the occasion requires
- at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments; and
- (d) must impose a levy on each member for a contribution to provide the amount estimated under By-Law 25.2(b); and

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(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.

25.3 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 26 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

26.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor or occupier.

26.2 The costs, charges and expenses under By-Law 26.1 include, without limitation, 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 27 INTEREST ON OVERDUE MONEY

27.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.

27.2 During the period that an amount under By-Law 27.1 remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 24 per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.

27.3 Interest which is not paid when due for payment may be capitalized by the Community Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 27.2.

27.4 Nothing in this By-Law 27 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 28 CERTIFICATES

A certificate signed by the Community Association its Managing Agent or the Secretary about a matter of 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.

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29.1.1 Notwithstanding any contrary provisions contained in this Management Statement and without limiting the generality of Section 36 of the Community Land Development Act, 1989 the provisions of this By-Law 29.1 set out the obligations imposed on the proprietors or the Water Board the Community Parcel and the rights and privileges of the Water Board (hereinafter referred to as "the Board" and which expression where herein used shall be deemed to include the successors and assigns of the Board) which are ancillary rights and privileges to those conferred on the Board under Section 36 of the aforementioned Act in respect of the Board's pipelines, mains, distributor, reticulating and other works together with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) laid in Lots 1, 2 and 3 of the plan to which this Management Statement relates (hereinafter referred to as "the Lots") and depicted from time to time on the Services Works-As-Executed Plan hereto as "Water Board 100mm Water Main".

(1) Without derogating from the rights of the Board at law or otherwise, a right to use for access and the construction, maintenance and operation of water supply works the surface (including such of the air space above the surface as the Board shall think fit) and the subsoil or under-surface of the Lots WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers, servants, workpersons and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate, and use in and through the Lots and upon or at such depths or levels below the surface thereof as the Board shall think fit such of the works as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND to discharge and drain water, with any associated matter and debris, from such works in any quantities excess and through the Lots or any of them, together with the right to use, for the purposes of the rights set out herein, any line of pipes or drains already laid within the Lots or any of them for the purpose of draining water or any pipe or pipes and/or drains in replacement or in substitution thereof AND with the right of support at all times of all such works as shall for the time being be in or upon the Lots AND for any of the purposes aforesaid to enter, go, pass and repass, with or without animals or vehicles or both, upon, along and over the Lots at any hour of the day or night and make and sink excavations shafts and cuttings in and through the Lots and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Board shall think fit AND generally to exercise and perform in and upon the Lots any of the rights powers and authorities conferred on or vested in the Board under and by virtue of the provisions of the Water Board Act, 1987 or at law.

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- (2) The Board, its servants, agents and contractors shall be permitted to have full right of access to the Lots by day or night and where entry is denied or restricted to other persons (including the registered proprietor from time to time of each of the Lots (hereinafter referred to as "the proprietor" and which expression where herein used shall be deemed to include the successors and assigns of the proprietor)) by way of locks and other security devices than suitable access by means of keys or other appropriate mechanisms will be made available to the Board.
- (3) In respect of restoration of the Lots the Board will be responsible only for making safe the surface of the Lots after carrying out any activities thereon or therein.
- (4) In respect of the land being that part of the Lots extending horizontally for a further distance of 1.25 metres on either side of the centre line of the works (hereinafter referred to as "the said land") the proprietor will not:
  - (a) place upon the said land or permit or suffer to be placed or remain thereon any timber or other building materials or other article of plant or any stores filling rubbish or other material whatsoever;
  - (b) erect, construct or place upon the said land or permit or suffer to be erected, constructed or placed thereon any building or other structure whatsoever;
  - (c) lay or construct or permit or suffer to be laid or constructed any surface pavement other than driveways on the said land;
  - (d) erect, construct or place upon the said land or permit or suffer to be erected, constructed or placed upon the said land any retaining wall, fence, cockery or any type of permanent landscape works;
  - (e) place or permit or suffer to be placed any trees, shrubs or plants (other than grass) upon the said land;
  - (f) use or permit or suffer the said land to be used in any way which would prevent or obstruct the Board, its servants or agents from gaining access to the said works at any time;
  - (g) cover, fence or obscure or permit or suffer any surface fittings or other structures associated with or identifying the said works to be covered, fenced or obscured at any time;
  - (h) without the prior consent and approval in writing of the Board first had and obtained or otherwise than in strict compliance with such conditions as the Board may impose:-

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- (I) make or permit or suffer to be made any alteration to the existing surface levels of the said land by any means whatsoever, or
- (II) park or place upon the said land or permit or suffer to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily which can be removed when necessary without undue delay;
- (III) carry out or permit or suffer to be carried out any development and/or other work actively which would affect the said land and the Board's rights granted to it herein;
- (II) lay or construct or permit or suffer to be laid or constructed any drains, pipes, conduits, cables or wires (hereinafter referred to as "services") for any purpose whatsoever within the said land;
- (I) that would lie over or underneath and parallel to the said works; nor
- (II) that would cross over and above the said works unless such services cross at an angle of not less than forty-five (45) degrees to the said works with a minimum vertical clearance of 150mm from the said works and are suitably marked with bricks or warning tape where they cross the said works, and for a further distance of 600mm measured horizontally on either side of the outer circumference of the said works or to the end of such services, whichever is the lesser; nor
- (III) that would cross underneath the said works without prior written approval of the Board (first had and obtained or otherwise than in strict compliance with such conditions as the Board may impose); nor
- (IV) that would have less than 300mm horizontal clearance on either side of the said works (hereinafter referred to as "the minimum clearance") except as otherwise prescribed in paragraphs (II) and (III) hereof; nor
- (V) that would have less than 600mm horizontal clearance on either side of the said works unless they are laid outside the minimum clearance and are suitably marked with bricks or warning tape,

PROVIDED THAT, notwithstanding paragraphs (I) to (V) herein, no services may be laid within the said land where the integrity, safety and security of the said works is or is likely to be

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- affected AND, without derogating from the generality of Clause (8) herein, the proprietor at all times, in the absence of any negligence solely on the Board's part, bear the risk of and responsibility for any damage whatsoever to any services laid within the said land and being the property of the proprietor where such damage arises out of or in connection with the Board's operation or maintenance or as a result of the escape of any substances from the said works.
- (5) The proprietor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land.
  - (6) The proprietor will at all times, in the absence of any negligence solely on the Board's part, bear the risk of and responsibility for any damage whatsoever to the said works caused or contributed to by the proprietor, his agents, contractors, employees or invitees.
  - (7) The proprietor will at all times bear all risk of and responsibility in connection with damage to any retaining wall, fence, rocky or permanent landscape works for the time being in existence upon the said land.
  - (8) The proprietor will at all times, in the absence of any negligence of the Board's part, bear the risk of and responsibility for any damage to any property (real or personal) and injury to any person (including death) whatsoever at any time in or upon the said land arising out of or in connection with the existence of or operational or maintenance activity to the said works or the escape of any substances from the said works or arising as a result of the exercise by the Board of the rights granted to it herein.
  - (9) Notwithstanding clause (6) herein, the proprietor will at all times bear all risk of and responsibility in connection with any damage to the said works or injury to persons arising from the construction, operation, existence, removal or maintenance of all or any driveways constructed pursuant to clause (4) (c) herein.
  - (10) The proprietor will give the Board at least forty-eight (48) hours written notice of an intention to commence construction and to lay any services within the said land together with detailed plans indicating the size and exact location and depth of such services AND the proprietor will provide and maintain at all times suitable permanent all-weather surface markers which clearly identify the location, type and depth of all underground services.

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- (11) The proprietor acknowledges that the granting of permission by the Board to the proprietor to lay any services within the said land does not diminish or extinguish in any way whatsoever the Board's rights granted to it herein.
  - (12) Notwithstanding the provisions of clause (8) herein, the Board will at no time bear the risk of or responsibility for any damage to any services laid within the said land not being the property of the proprietor where such damage arises out of or in connection with the Board's operation or maintenance activities or as a result of the escape of any substances from the said works.
  - (13) Notwithstanding anything to the contrary contained in this By-Law 29.1.1 clauses (4) (c) and (9) herein shall apply to all the Lots except Lot 1 for the purpose of compliance therewith.
  - (14) Any difference which may arise between the proprietor and the Board in respect of the terms of this By-Law 29.1.1 or any other matter or thing done or ought to be done or purporting to be done hereunder shall be determined by arbitration under the provisions of the Commercial Arbitration Act 1984.
  - (15) This By-Law 29.1.1 in no way derogates or reduces the rights powers and authorities of the Board at Law or otherwise.
- 29.1.2 The Community Association will provide and maintain at all times in strict compliance with such conditions as the Board may impose:
- (a) a drainage system through the Community Parcel being suitable for the receipt and conveyance of water (with any associated matter and debris) discharged from the said works referred to in By-Law 29.1.1 in this Management Statement during the course of or as a result of maintenance, operation, cleaning, inspection or any other purpose or in the event of the escape of any substances from the said works; and
  - (b) a vehicular accessway consisting of an all-weather pavement suitable for use by the Board's vehicles, such accessway to be constructed adjacent to but not over the said works except where the said works cross the accessway along the full length of Lot 1.
- 29.1.3 The proprietor from time to time of Lots 1, 2 and 3 herein will at all times bear all risk of and responsibility for the existence, maintenance, repair and removal of any domestic water service connected to the said works for the purpose of supplying water to such Lots from the point of connection on the said works.
- 29.1.4 By-Laws 29.1.1, 29.1.2 and 29.1.3 shall prevail in the event of any inconsistency with the provisions of other By-Laws contained in this Management Statement.

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- 29.1.5 By-Law 29.1.1, 29.1.2, 29.1.3 and 29.1.4 may not be amended or revoked without the written consent of the Water Board.
- 29.2.1 Notwithstanding any contrary provisions contained in this Management Statement, Memorandum Registered Book 3828 No. 252 which is incorporated into this By-Law sets out the terms and conditions of:
- (a) the rights and privileges which AGL Sydney Limited, its agents, servants and workers are entitled to exercise; and
  - (b) the obligations imposed on the proprietors of the Land within the Community Parcel.
- 29.2.2 This By-Law 29.2 may not be amended or revoked without the consent of the AGL Sydney Limited and the Water Board.
- 29.2.3 AGL Sydney Limited in exercising the rights and privileges herein granted shall do so in strict compliance with Clause 4 (i) (excluding the reference to Clause 8 therein) of the Water Board By-Law 29.1.1 herein set out and for the purposes of this By-Law 29.2, the references to "proprietor" within Clause 4 (i) of the aforementioned By-Law 29.1.1 shall be a reference to the AGL Sydney Limited.
- 29.3.1 Notwithstanding any contrary provisions contained in this Management Statement, Memoranda Nos. E549533X and E549533A which are incorporated into this By-Law set out the terms and conditions of:
- (a) the rights and privileges which Sydney Electricity, its agents, servants and workers are entitled to exercise; and
  - (b) the obligations imposed on the proprietors of the Land within the Community Parcel.
- 29.3.2 This By-Law 29.3 may not be amended or revoked without the consent of Sydney Electricity and the Water Board.
- 29.3.3 ~~Sydney Electricity in exercising the rights and privileges herein granted shall do so in strict compliance with Clause 4 (i) (excluding the reference to Clause 8 therein) of the Water Board By-Law 29.1.1 herein set out and for the purposes of this By-Law 29.3, the references to "proprietor" within Clause 4 (i) of the aforementioned By-Law 29.1.1 shall be a reference to Sydney Electricity.~~
- 29.3.4 There shall not be constructed on the Community Parcel without the prior approval of Sydney Electricity any structure or service above or within 300mm of any cable of Sydney Electricity installed on the Community Parcel except where such structure or service crosses the line of any such cable.
- 29.3.5 The columns on which the "Bourke Hill style" decorative light luminaires within the Community Parcel are installed may be repainted thereinafter referred to as painted, painting and the like) on the following conditions:

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- (a) The Community Association will be responsible for future maintenance of the painted surfaces and any future painting of such surfaces.
  - (b) Any such painting will be carried out by, under the control of and at the cost of the Community Association.
  - (c) Any painting will be carried out in a proper and workmanlike manner.
  - (d) Prior to painting, the surfaces of the columns will be prepared in accordance with any recommendations of the manufacturer of the paint to be used.
  - (e) Notwithstanding paragraph (d), no surface of a column will be abraded.
  - (f) No insulated sleeve or insulating material intended for the provision of supplementary insulation as defined in AS 3100-1900 will be painted.
  - (g) The operation of any lock associated with the said columns will not be interfered with by paint and no lamp identification number will be effaced.
  - (h) The Community Association will ensure that all persons carrying out painting of the columns or any associated work are cognizant of electrical hazards which may be present during painting or preparation therefor.
  - (i) The Community Association will be liable for any damage caused to property of Sydney Electricity during the painting of the columns or preparation therefor.
  - (j) The Community Association will indemnify Sydney Electricity against any claim which may arise during the painting of the columns or preparation therefor or for any claim which may arise from the presence of paint on the columns.
- 29.3.6 In the event that any "Bourke Hill style" decorative light luminaire, referred to in By-Law 29.3.5, is required to be replaced, Sydney Electricity will endeavour to obtain replacement "Bourke Hill Style" luminaires from manufacturers of such luminaires but should such replacements be unavailable, Sydney Electricity will obtain such replacements commercially available luminaires which are similar to "Bourke Hill style" luminaires.
- 29.4 This Management Statement may not be amended by the inclusion or amendment of a By-Law to provide for requirements of Telecom without the consent of the Water Board.

PART 6

BY-LAW 30 DEVELOPER LOT 3

30.1 This Development Lot 3 has been fully developed in a manner authorized by the Development and Management Acts and such development is

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30.2 Without limiting By-Law 30.1, the proprietor of Development Lot 3 may develop such lot pursuant to and as provided for by Development Consent No. 207/91 of the Council of the City of Ryde and no objection or claim for compensation in respect of such development will be made provided such proprietor in developing the said lot utilizes good and proper urban erosion and sediment control measures to minimize any inconvenience which may be caused to proprietors of Lot 2 or any lot forming part of a subdivision of such lot.

PART 7

BY-LAW 31 INTERPRETATION

- 31.1 Unless the context otherwise requires, words and phrases in these By-Laws shall have the same meanings attributed to them by the Community Land Development Act 1989 and the Community Land Management Act 1989.
- 31.2 The following words have these meanings in the By-Laws unless the contrary intention appears:
- "Animal" means an animal, insect, reptile or bird.
  - "Architectural Standards" means architectural standards referred to in By-Law 1.
  - "Authorized person" means a person on the Community parcel with the consent express or implied of a proprietor or occupier of a lot, Community Association or a Subsidiary Body.
  - "Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on:
    - (a) a Neighbourhood lot;
    - (b) a Strata Lot;
    - (c) Neighbourhood Property; or
    - (d) Common Property
  - that impacts on the streetscape of the Community parcel.
  - "Community Facilities" means the Community Centre, the Swimming Pool and Tennis Courts and other facilities constructed on Community, Neighbourhood or Common Property from time to time.

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

"Development Activities" means:

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

"Landscape Standards" means landscape standards referred to in By-Law 1.

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

"New Construction" means building work that is intended to be carried out on:

- (a) a Neighbourhood Lot;
- (b) a Strata Lot;
- (c) Neighbourhood Property; or
- (d) Common Property

that impacts on the streetscape of the Community Parcel.

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

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

- (a) open and close doors, gates, buildings or lockers; or
  - (b) operate alarms, security systems or communication systems.
- "Swimming Pool" means the swimming pool to be constructed on Lot 1 or on any Community Property.

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"Swimming Pool Area" means the part of Lot 1 designated Swimming Pool and includes the designated surrounds and any other such area of Community Property on which is constructed a swimming pool.

"Tennis Courts" means the tennis courts to be constructed on Lot 1 or on any Community Property.

"Tennis Court Area" means the part of Lot 1 designated Tennis Courts and any Community Property on which is constructed a tennis court.

31.3 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 executor, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

31.4 Unenforceability of a part or provision of these By-Laws does not affect the enforceability of any other part or provision.

31.5 The Community Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

31.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement; for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

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DATED 14 January 1993

Signature/Seal of developer/developers authorized agent



*Mr. J. J. ...*  
*...*

Witness

*...*  
Name

*...*  
Address

*...*  
Occupation

It is certified:

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

DATED 14 January 1993

Signature on behalf of consent authority *...*

\* Strike out whichever is inapplicable.

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This is the Annexure marked "A" referred to in the Change of By-Laws of Community Association DP 270038 passed on the 10th September, 1996.

"Special By-Law 1

The proprietors for the time being of Lot 22 in Deposited Plan 285177 shall be entitled to the right of exclusive use of that part of Community Scheme 270038 as shown with the letter "A" on a plan included as an exhibit to the minutes of Special Meeting held on Monday, 6th May, 1996 subject to the following terms and conditions:-

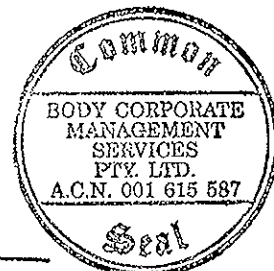
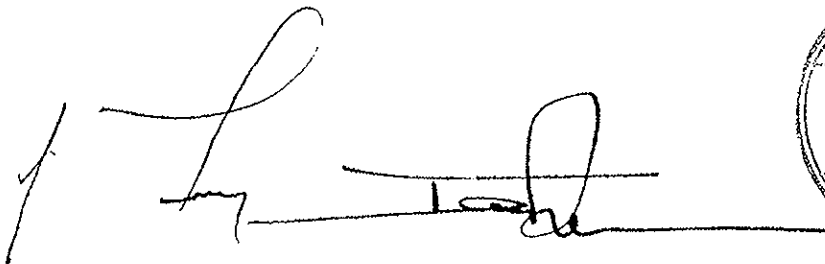
- i. That a fence must be erected on the perimeter of the area of exclusive use, such fence being of similar material, height and size as the other fencing on the Community Scheme land, that the proprietor from time to time of Lot 22 keep the fence in a good state of repair and replace the fence when necessary.

If Exclusive Use is terminated, the proprietor of Lot 22 must remove the fence replacing it with a fence on the original alignment of similar material, height and size as the other fencing on the Community Scheme. The area given up must be landscaped as per the original plan.

- ii. The proprietor shall be responsible for proper maintenance and cleaning of the area concerned.
- iii. The proprietor shall pay an annual fee to the Community Scheme in the sum of \$25.00 per quarter in advance commencing 1st September, 1996 with a review annually.

If the proprietor for the time being entitled to use the restricted property the subject of this By-Law:-

- (a) fails to comply with a condition of its use or fails to pay when due any money owed to the Association (whether or not in relation to the use of the property) then the Association may serve on the proprietor for the time being a written notice requiring compliance with the conditions or payment of the money within seven days of the date of the notice. If the proprietor does not comply with the condition or payment of the money within that seven day period then the Association may terminate or revoke this By-Law."



# NORFOLK GREEN

## REGULATIONS

### Noise

Residents (and guests) must not create noise, either on the community property or in their lot, which is likely to interfere with the peaceful enjoyment of other residents in their lot or on the common property.

### Road Rules: Accessways

Normal road rules apply to all roads within the Estate, to ensure your safety whilst in the grounds. A 10 Km/H speed limit applies to all roads within the community property.

### Roundabout

Please be sure to **keep left** at the roundabout.

### Parking

Parking is not permitted on any roadway, nature strip or grassed area in front of houses.

Visitors must park on residents' driveways or in the designated visitors parking area.

Caravans, boats or trailers must not be parked on driveways or grassed areas in front of houses.

Trucks and the like are not permitted to be parked in driveways or in front of houses, except during building operations, or the loading or unloading of gardening materials or household items.

Residents are not permitted to park in any visitor parking area.

### Communal Facilities and Land

The property owned jointly by all lot owners includes:

Swimming pool, landscaped areas and car park, creek line and adjoining vegetated land, tennis court, cabana, clubhouse, and all access ways and adjoining grassed areas.

These facilities are provided for use by all residents in accordance with the rules adopted by the Community Association. The cost of their maintenance is paid by all owners through the quarterly levy.

Guests must be accompanied by a resident. All children under 12 years must be supervised by an adult while on Community property.

(i) Creek and adjoining vegetated land.

The Community Association is responsible for maintenance of this area. It is illegal to deposit any material such as waste, building materials, soil, and grass clippings in the Creek or on the surrounding land. Any breaches of these regulations will be reported to the EPA for action.

All residents should make sure that rubbish is disposed of in the bin provided and that the bin is out on Thursday night for collection.

### **(ii) Pool**

Hours of use    6.00am to 9.00pm in Summer  
                      6.00am to 8.00pm in Winter

The pool gate is to be kept closed at all times.

No glassware permitted within the pool area at any time.

Children under 12 years of age must be supervised by an adult.

Running, ball playing, noisy or hazardous behaviour is not permitted in the pool area at any time.

Proof of residence may be required by members of the Neighbourhood and Community Association Executive Committees.

### **(iii) Tennis Court**

The courts are for use only between 7.00am and Sunset.

Tennis shoes must be worn when using the tennis courts.

Bookings are to be made on the form on the noticeboard located in the Clubhouse, and can be made up to 14 days in advance.

Two hours is the maximum time on any one day that may be booked by any member, or group of members, playing together.

Failure to commence use of the courts within 15 minutes of the reservation period will result in the cancellation of the booking.

Courts can only be used for playing tennis on. Gates are to be locked after exiting.

### **(iv) Car Park**

The car park is provided solely for the use of visitors. No resident is permitted to park a vehicle in this area.

### **(v) Clubhouse**

Bookings are available for family/neighbourhood social functions. The clubhouse may **not** be used for commercial purposes.

A non-refundable booking fee of \$25.00 for the **exclusive use** of the clubhouse is required.

A refundable deposit of \$100.00 is also required. Hirers will be responsible for the costs of any breakage, repairs or additional cleaning, which will be deducted from this deposit.

### **Booking Procedure**

A booking list is on the Clubhouse noticeboard. Fill in the required details and also advise Raine & Horne Strata-Sydney of the date for booking (telephone number 9868 2999).

Fees for the booking should be in the form of a cheque made payable to the **Owners of Community Association D/P 270038**, and posted to Raine & Horne Strata-Sydney at P O Box 881, Epping NSW 1710, or left with Ms J Minifie of 1 Sherwood Place (Stage 1), Mr M Mathieson of 36 Norfolk Way (Stage 2), or Mr T Blake of 13 Sherwood Place (Stage 3).

The Clubhouse is not to be used after 11.00pm and all activities must be confined within the clubhouse after 10.00pm.

Following a booking, the Clubhouse is to be cleaned by the hirer before 9.00am the next day.

Bookings are limited to a morning, or afternoon, or a night only on any one day.

Bookings for major Public Holidays *ie Christmas Day, Easter Sunday and New Years Eve* are not permitted.

**Gambling** in the Clubhouse or on any other Neighbourhood or Community Association property **is strictly forbidden**.

When not in use, please ensure that the Clubhouse and all other facilities are securely locked.

### **Garbage and Recycling**

Garbage and recycling bins are provided for each lot and also for the Communal Facilities. Residents are requested to put these latter bins out for collection after using the Facilities.

### **Gardening**

All gardens and lawns, except the nature strip, are the responsibility of each home owner or tenant, and should be properly maintained. Residents must not allow their plants to grow onto the Community property ie, beyond the top of the dividing fence.

### **Garbage Bins**

The owner or occupier of the home must keep garbage bins on the lot secure, and **hidden from view** from the street and behind the fence line of each lot.

### **Improvements/Alterations**

Any improvements/alterations to any home, that is visible from the street, must have written approval from the Executive Committee of the Community Association **prior** to any alterations or improvements being carried out. This includes air-conditioning installations and the like.

No building modification, new construction or landscape construction or modification may be commenced until plans and specifications for it have been approved by the Executive Committee, and Ryde City Council if required, as to suitability and design, colour and materials, quality, harmony with existing structures and landscaping, conformity with any applicable architectural and landscape standards and preservation of privacy for neighbours.

The plans and specifications submitted for approval by the Executive Committee must show:

The nature, kind, shape, height, width, colour, size, materials and location of the building modification, or new construction, and show the nature and type of proposed landscaping material and features.

The owner or occupier of a lot must not, except with the **prior** consent of the Community Association, construct, install or attach any television, radio, or other aerial, antenna, dish or tower or any other transmitting or receiving device or any solar energy collector panels and equipment associated with them, and energy conversation equipment or a solar hot water system and equipment associated with it, to the outside of any building on a lot or the outside of any building containing a lot or a structure on a lot (By-Law 5).

Installation of air-conditioning equipment also requires the prior approval of the Community Association Committee.

### **Pets**

Residents may keep **one** of the following animals as a pet: a dog, a cat or a caged bird.

### **Dogs**

Dogs are to be on a leash while on any Community property. Owners will be responsible to remove any fouling on the Community property caused by their pet.

### **Cats**

Cats are required to have a collar with an operative bell attached at all times and must be kept indoors at night time.

**Note:** Should complaints be received regarding the keeping of pets, permission will be withdrawn for the keeping of that animal.