

COMMUNITY LAND DEVELOPMENT ACT 1989

DP270218

COMMUNITY MANAGEMENT STATEMENT

FOR

HUNTERFORD ESTATE

Sourced from the Amendment of Management Statement dated 13th November 2019 with the Common Seal of the Community Association deposited plan 270218 affixed.

19th JUNE 2023

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

BY LAW 1: LANDSCAPING & BUILDING GUIDELINES FOR SCHEME

By-Law 1.1: Architectural and landscape standards

The community association may from time to time make Rules and Regulations pursuant to and in accordance with By-Law 10 prescribing architectural and landscape standards for the community scheme ("Standards).

The architectural and landscape standards are contained in a document entitled "Hunterford at Oatlands Design Manual". While Landcom retains a lot or until a period of two (2) years after registration has elapsed its consent shall be required prior to the registration of any change.

By-Law 1.2: Approval required for building works, alterations etc

A proprietor or occupier shall not, except with the approval of the Community Association build, make any alterations or additions to the lot including without limitation an alteration to the colour of any improvements constructed thereon or the addition to the lot of any sign, any transmitting or receiving device, screen, pergola or awning or anything else.

By-Law 1.3: Provision of plans and specifications

At the time of request for approval in accordance with By-Law 1.2. A proprietor or occupier who wishes to build, alter or add to a lot shall provide to the Secretary of the Association Committee a copy of such plans and specifications as are sufficient to show the nature dimensions colour and location of the proposed building alterations or additions together with any additional plans specifications and/or information which the Community Association may reasonably require to properly consider the proprietor's or occupier request.

By-Law 1.4: Community Association not to unreasonably refuse

The Community Association shall promptly consider and give its approval or refusal to any request made by a proprietor or occupier for its approval under By-Law 1.2 and shall not unreasonably refuse any such request where the proposed alterations or additions is in harmony with the Standards or if there are no Standards at the time of the making of the request by the proprietor or occupier where the proposed alterations or additions is in harmony with the design and colour of the existing improvements and the existing landscaping within the community parcel.

By-Law 1.5: Community Association may impose conditions of approval

The Community Association may impose conditions on an approval given pursuant to By-Law 1.2 including without limitation a condition requiring the proprietor or occupier to provide a bank guarantee in favour of the Community Association or other sufficient security on account of any damage that may be caused to association property as a result of any such alteration or addition provided that any bank guarantee or other security so given shall be returned to the respective proprietor or occupier on completion of the alteration or addition subject to the right of the Community Association to deduct any such amount as is reasonably necessary to cover the cost of repair any damage caused by the proprietor or occupier to association property.

By-Law 1.6: Additional Association Property

It is proposed upon the registration of Subdivision plans relative to lots 19 and 20 to create additional Association property.

By-Law 1.7: Maintenance of Landscaping on Association Property

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of landscaping services to the Community Association.

By-Law 1.8: Development Rights

Subject to Part 5, the proprietors for the time being of any of the Community Development Lots and all persons authorised by them shall have the following rights for the purposes of enabling that proprietor to complete the development of the Parcel in stages and carry out development activities on the Community Parcel.

1.8.1.

Complete and unrestricted access by foot or motor vehicles over Community Property;

1.8.2.

The right to park motor vehicles and equipment on the Community Property;

1.8.3.

The right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;

1.8.4.

The right to install Services on Community Property;

1.8.5.

The right to connect Service within the Community Property;

By-Law 1.9:

Subject to Part 5, in the exercise of any rights conferred pursuant to By-law 1.8 Landcom, while in retains a lot or unit a period of two (2) years after registration has elapsed, or their successors in title of any of the Community Development lots:

- (a) shall not bring any vehicle which uses metal tracks onto Community Property unless prior written approval for the use of such vehicle has been obtained from the Original Proprietor provided always that if the Original Proprietor shall cease to be a proprietor of any part of the land in the Community Parcel then such approval shall be obtained from the community Association;
- (b) Shall ensure that reasonable access is provided at all times and must maintain the accessway;
- (c) Shall give notice of and seek approval from the Association when they undertake any work which will prevent access;
- (d) Shall restore the accessway to pre existing condition and to the same specifications as the other accessway and shall provide certification on the works completed; and
- (e) Shall ensure there is no leakage or contamination. If such contamination occurs they shall clean up the contamination and do any remedial works required. In the event that the contamination is not removed the Association has the right to carry out the necessary work and to recover the cost of so doing as a debt against the Proprietor.

By-Law 1.10:

The Community Association has the right to seek compensation from the owner of any Community Development Lot in the event that access is denied over the accessway.

By-Law 1.11:

By-Law 1.11.1:

Whilst ever the Original Proprietor owns a lot the Original Proprietor shall have the right to erect and maintain "For Sale" and other signage in respect of the leasing or sale of lots on a lot owned by him/her or on the Association property.

By-Law 1.11.2:

Whilst ever the Original Proprietor owns a lot no proprietor shall be permitted to erect a "For Sale" sign within their lot or on Association property.

By-Law 1.12:

By-Law 1.12.1

The proprietor or occupier of a lot shall seek the approval of the Community Association to the erection of a satellite dish, unless the dish shall not be visible from any part of lot1.

By-Law 1.12.2

The proprietor or occupier of a lot shall ensure that any appendage to a building, including television aerials and air conditioning units, are attached so that they are not visible for any part of lot 1. Should this not be possible it will be necessary to seek the approval of the Community Association prior to mounting the appliance.

By-Law 1.13: Decision Final

A decision of the Community Association made in accordance with this By-Law 1 shall be final and binding on the proprietor or occupier

PART 2

RESTRICTED COMMUNITY PROPERTY

These By-Laws may only be amended after the expiry of the initial period by a 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*).

BY-LAW 2: NO RESTRICTED PROPERTY

No part of the Community Property is subject to a restriction pursuant to Section 54 of the Management Act. All proprietors and occupiers are entitled to use the Community Property in the manner and in accordance with the By-Laws in this Management Statement.

PART 3

MANDATORY MATTERS

These are matters which must be addressed in every Management Statement.

BY-LAW 3: OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

By-Law 3.1: Open Access Ways

That part of the Community Property designated as an open access way in the Plan of Access Ways is an Open Access Way.

By-Law 3.2: Private Access Ways

No part of the Community Property is designated as a private access way.

By-Law 3.3: Control management use and maintenance

- a) The Community Association must control, manage, repair, maintain in good condition and replace the Open Access Ways.
- b) The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies to comply with this By-Law.

By-Law 3.4: Use of Open Access Ways

The Open Access Way may be used by:

- (a) proprietors and occupiers, subject to compliance with By-Law 3.5;
- (b) members of the public; and
- (c) service providers.

By-Law 3.5: Conditions for use of Open Access Ways

When using the Open Access Way, a person must not:

- (a) drive, park or stand any Vehicle on the Open Access Way unless:
 - (i) if the Vehicle must be registered under Traffic Laws, it is registered and complies with the Traffic Laws;
 - (ii) if a licence is required for the use of the Vehicle on a public road, that person holds a current driver's licence under the Traffic Laws.
- (b) drive, park or stand any Vehicle in a manner that is or may be dangerous, causes obstruction or prevents or restricts the free movement of Vehicles or pedestrians;
- (c) drive in excess of the designated speed limit on the Open Access Way; Any person who speeds on the Open Access Way may be reported to the authorities;
- (d) sound any horn other than in an emergency;
- (e) park or stand an unregistered Vehicle on any part of the Open Access Way for more than 24 consecutive hours;
- (f) park any trailer, truck, caravan etc. on any part of the Open Access Way;
- (g) repair any Vehicle or motor mower on the Open Access Way;
- (h) obstruct access to or block any Open Access Way, except where prior written approval of the Community Association has been granted;
- (i) subject to the prior written approval of the Community Association, park and leave parked a Vehicle on the Open Access Way for more than two consecutive weeks. Such Vehicles may be reported to Council or dealt with as permitted by the law current at the time of the offence.

BY- LAW 4: PERMITTED USES OF AND SPECIAL FACILITIES ON COMMUNITY PROPERTY

By-Law 4.1: Proprietor or occupier to notify

A proprietor or occupier must:

- a) not, except with the prior written approval of the Community Association, use any part of the Community Property other than in accordance with the uses for which the respective part of the Community Property was intended to be used; and
- b) immediately notify the Community Association upon becoming aware that any part of the Community Property is damaged or otherwise in a state of disrepair; and
- c) compensate the Community Association for any damage, they, their tenants or their visitors for whom they are responsible have caused to Community Property.

By-Law 4.2 Obstruction of Community Property

The proprietor or occupier of a lot must not, except with the prior written approval of the Community Association, leave anything on, or obstruct the use of, Community Property.

By-Law 4.3 Damage to Community Property

The proprietor or occupier of a lot must not:

- a) damage Community Property including without limitation, any paved areas, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property; or
- b) bring heavy items or machinery onto the Community Parcel that may cause damage to the Open Access Ways or any part of the Community Property.

By-Law 4.4: Obligations in respect of Community Property

The Community Association must control, manage, maintain in good condition, repair and replace Community Property.

BY-LAW 5: INTERNAL FENCING

By-Law 5.1: Application of *Dividing Fences Act 1991*

Subject to section 117 of the Management Act, the provisions of the *Dividing Fences Act 1991* apply in relation to dividing fences between:

- (a) one lot and another lot;
- (b) a lot and Community Property;

By-Law 5.2: Proprietor or Occupier to reimburse Community Association

Where, pursuant to section 117 of the Management Act the Community Association is obliged to make a contribution to the owner of land outside the Association Parcel in relation to a dividing fence between that land and a lot within the Community Parcel, the proprietor or occupier, being the owner of that lot, must reimburse the Community Association in respect of any such contribution.

BY-LAW 6: GARBAGE

By-Law 6.1: Garbage containers

A proprietor or occupier of a Lot must provide and use a garbage container as required by the Council from time to time for the removal of garbage from the lot.

By-Law 6.2: Storage of garbage

A proprietor or occupier must:

- (a) ensure that at all times the garbage is stored in a garbage container and in a manner that does not emit odours; and
- (b) ensure that the garbage container is hidden from view from outside the lot and Lot 1; and
- (c) place the garbage container in the designated area (and if no designated area has been specified) in a location where the garbage container is easily accessed by the garbage trucks to enable the collection and removal of garbage by the Council on that or the following day; and
- (d) must remove the garbage container from Community Property within 24 hours of the garbage container being emptied.

By-Law 6.3: Garbage collection

The proprietor or occupier of a lot must ensure that garbage in their garbage bin and on or from the Lot is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of garbage.

By-Law 6.4: Recyclable garbage

The proprietor or occupier of a lot must ensure that recyclable garbage in his/her garbage bin and on or from the lot is made available for collection by the Council in accordance with the Council's requirements relating to the disposal and collection of garbage.

By-Law 6.5: Skip Bins

A proprietor or occupier of a lot must seek permission from the Association Committee regarding the placement of a skip bin on any part of the Community Property. The proprietor or occupier of a lot must comply with the directions of the Association Committee on the placement of the skip bin.

BY-LAW 7: STATUTORY SERVICES**By-Law 7.1: Prescribed Diagram**

This Management Statement includes a Prescribed Diagram showing the location of the following Services:

- (a) electricity;
- (b) water;
- (c) gas;
- (d) stormwater drains;
- (e) telecommunications;
- (f) television;
- (g) private sewer lines.

By-Law 7.2: Statutory easement

On installation of a Service Line a statutory easement is created over parts of the Community Property for the provision of services through the Service Lines.

By-Law 7.3: Operation, maintenance and repair

Except as otherwise provided in Part 5 of this Management Statement, the relevant service providers and other owners of Service Lines will operate, maintain and repair their respective Service Lines including in accordance with section 36 of the Development Act.

By-Law 7.4: Community Association's responsibility for Service Lines

Where the Community Association is responsible for the repair and maintenance of Service Lines:

- a) the Community Association must repair and maintain the Service Lines at its own cost except where such repair and/or maintenance arises as result of an act or omission of the proprietor or occupier of a lot, in which case the proprietor or occupier of that lot will be responsible for the cost of any such repair or maintenance.

- b) the Community Association may, if it thinks fit, carry out work required as a result of the act or omission of the proprietor or occupier of a lot and is entitled to recover the costs of such work from the proprietor as a debt due and payable.

BY-LAW 8: INSURANCE

By-Law 8.1: Compulsory insurance

The Community Association must:

- a) effect all insurances which it is required to effect from time to time under each of the Development Act and the Management Act or any other Act in such manner and with such insurer as is provided therein or in the Regulations made pursuant thereto; or
- b) in the event there is no such provision, in the manner determined by the Community Association from time to time; and
- c) for the purposes of section 39 of the Management Act, ensure that the amount for which insurance is to be effected against damage to Community Property or a building on Community Property is the sum of the following amounts:
 - i. the estimated cost (as at the date of the contract of insurance) of rebuilding the building, or replacing it with a similar building, so that every part of the rebuilt building or replacement building is in a condition no worse than that in which it was when new;
 - ii. the estimated cost (as at the date of the contract of insurance) of removing debris in the event of the building being destroyed by an occurrence specified in the policy;
 - iii. the estimated fee (as at the date of the contract of insurance) payable to architects and other professional persons employed in the course of the rebuilding or replacing referred to in paragraph (i);
 - iv. the estimated amount by which expenditure referred to in paragraphs (i), (ii) and (iii) may increase during the period of 18 months following the date of the contract of insurance.
- d) arrange for the Community Property to be valued for insurance purposes at least once every three years by a qualified valuer or quantity surveyor who has a minimum of at least six years experience as a valuer or quantity surveyor and has experience in valuing Community Property for Community Schemes for insurance purposes.

By-Law 8.2: Optional insurance

The Community Association may effect such insurances other than the insurances referred to in By-Law 8.1 hereof which it considers necessary in the interests of proprietors or occupiers.

By-Law 8.3: Insurance in respect of Lots

Each proprietor or occupier must:

- a) be responsible for insuring against all and any risks of being the proprietor of a lot including without limitations the risk of damage or destruction to any improvements constructed thereon; and
- b) seek the Community Association's prior written approval if they intend to use or change the use of their lot in a manner that might affect the insurance premiums for the Community Scheme.

By-Law 8.4: Obligation to rebuild

If any improvements constructed upon any lot or any part thereof are destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause, the relevant proprietor must rebuild or reinstate the respective improvements or part thereof within a reasonable time after such destruction or damage and such rebuilding or reinstatement are Works in relation to which the proprietor is required to obtain prior written approval from the Association Committee pursuant to By-Law 1.2.

BY-LAW 9: ASSOCIATION COMMITTEE**By-Law 9.1: The Association Committee and its officers**

- a. The Community Association must elect its Association Committee of not more than the number of members of the Community Association and not more than 9 at each annual general meeting in accordance with the Management Act and Management Regulation.
- b. The Association Committee must, at its first meeting after taking office, appoint from among its members a chairperson, secretary and treasurer as the officers of the Association Committee.
- c. The Association Committee may appoint the same member to more than one office.
- d. The person appointed to an office vacates the office if that person ceases to be a member of the Association Committee or resigns the office by written notice to the Association Committee, or is replaced by the Association Committee.
- e. The functions of the officers of the Association Committee are as follows:
 - i. The chairperson is to preside at meetings of the Community Association and the Association Committee at which the chairperson is present.
 - ii. The secretary is to:
 - convene, prepare agendas for and send notices for meetings of the Community Association and Association Committee;
 - prepare and distribute the minutes of meetings of the Community Association and Association Committee;
 - give notices under this Management Statement and the Management Act on behalf of the Community Association and the Association Committee;
 - supply certificates about the contributions, insurance and matters referred to in clause 2 of Schedule 4 to the Management Act;
 - subject to approval from the Association Committee, answer communications sent to the Community Association and the Association Committee;
 - perform administrative and secretarial functions for the Community Association and the Association Committee; and
 - keep records for the Community Association and the Association Committee in accordance with this Management Statement and clause 9 of Schedule 1 to the Management Act.
 - iii. The treasurer is to:
 - send notices to, and collect contributions from members of the Community Association;
 - receive, acknowledge, bank and account for contributions and other monies paid to the Community Association;

- prepare any certificate applied for under and in accordance with Section 26 and clause 2 of Schedule 4 to the Management Act;
 - keep the accounting records for the Community Association in accordance with section 36 of the Management Act;
 - prepare the financial statements in accordance with clause 11 of Schedule 1 of the Management Act; and
 - prepare and present the budgets of the Community Association for each financial year.
- f. The secretary and treasurer may be assisted in the discharge of their functions as secretary and treasurer.

By-Law 9.2: Sub-committees

The Association Committee may appoint sub-committees to assist in the management and operation of the Community Scheme. The sub-committees have no power to make decisions, only to conduct investigations and make recommendations to the Association Committee.

By-Law 9.3: Remuneration for Association Committee members

Members of the Association Committee are:

- a. not entitled to any remuneration for the performance of their functions; and
- b. subject to the prior written approval of the Association Committee, entitled to be reimbursed for reasonable out of pocket expenses incurred by them in the performance of their functions.

By-Law 9.4: Protection from liability

The Association Committee and individual members of the Association Committee are not liable for any loss or damage caused by their actions as members of the Association Committee unless they acted fraudulently or negligently or not in the best interests of the Community Association.

By-Law 9.5: Convening Meeting

9.5.1 Meetings of the Association Committee must be convened by:

- (a) the secretary of the Association Committee, if the secretary is asked to convene a meeting by at least one-third of the members of the Association Committee; or
- (b) another member of the Association Committee if, in the absence of the secretary, the member is asked to convene a meeting by at least one-third of the members of the Association Committee

9.5.2 The secretary or the other member of the Association Committee must convene the meeting:

- (a) within the time asked for; or
- (b) if no specific time was asked for, within 14 days of being asked.

By-Law 9.6: Notice of Association Committee Meeting

9.6.1 The secretary or the member of the Association Committee who convenes a meeting of the Association Committee:

- (a) must give notice to:
 - i. each member of the Association Committee; and

- ii. each member of the Community Association,
of the meeting at least three (3) business days prior to the meeting;
- (b) must give the notice to each member of the Association Committee and each member of the Community Association:
 - i. personally; or
 - ii. by post or hand delivery to the address of the Association Committee member or member of the Community Association shown in the Community Association's roll; or
 - iii. by email to the email address of the member (if an email address has been provided by that member); or
 - iv. in the case of a member of the Community Association, by placing it on the notice board on the Community Property at least three (3) business days before the meeting.
- (c) must include in the notice:
 - i. the time, date and venue of the meeting; and
 - ii. the agenda for the meeting.

9.6.2 The Association Committee cannot and must not deal with any business at the meeting that is not on the agenda for the meeting.

9.6.3 Subject to the Management Act and this management statement, the Association Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

By-Law 9.7: Voting in writing

Subject to section 38(3) of the Management Act and provided that:

- (a) By-law 9.6 of this Management Statement and the Management Act have been complied with;
- (b) each member of the Association Committee has been served with a copy of the 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 Association Committee,

a resolution approved in writing is valid and has the same effect as it would if it had been duly passed at a duly convened meeting of the Association Committee, even though the meeting was not physically held.

By-Law 9.8: Minutes of the Association Committee

The secretary or the member of the Association Committee who convenes a meeting of the Association Committee, including meetings where decisions are made in writing under By-law 9.7 must, within fourteen (14) days after that meeting, give a copy of the minutes of the meeting to each member of the Association Committee and of the Community Association:

- (a) personally; or
- (b) by post or hand delivery to the address of the Association Committee member or member of the Community Association shown in the Community Association's roll; or
- (c) by email to the email address of the member (if an email address has been provided by that member),

and must place a copy of the minutes on the notice board on the Community Property.

By-Law 9.9: Books and records to be kept by the Association Committee

The Association Committee must keep copies of agendas for and minutes of its meetings, including meetings where decisions are made in writing under By-law 9.7:

- (a) with the books and records of the Community Association; and
- (b) for the life of the Community Association.

By-Law 9.10: Conduct, place and frequency of meetings

Subject to the Management Act, the Association Committee:

- (a) must conduct its meetings in accordance with the Management Act and in compliance with this Management Statement;
- (b) may hold its meetings as often as is necessary having regard to the interests of the Community Association and its obligations and functions under this Management Statement, the Management Act or any law;
- (c) may hold its meetings at such place and at such times as it considers reasonable and appropriate, including in accordance with By-Law 9.7.

By-Law 9.11: Attendance at meetings

A proprietor or, where the proprietor is a company, the company nominee of the proprietor:

- (a) is entitled to attend a meeting of the Association Committee;
- (b) may address the meeting of the Association Committee, but only after being granted permission by the Association Committee to do so; and
- (c) is not entitled to vote at an Association Committee meeting.

PART 4

OPTIONAL MATTERS

BY-LAW 10: RULES

By-Law 10.1: Community Association may make Rules

- (a) The Community Association may make, add to, or amend rules regarding the control, management, operation, use and enjoyment of the Community Property.
- (b) The rules must be consistent with:
 - i. the Management Act;
 - ii. the Development Act; and
 - iii. this Management Statement.

In the event of any inconsistency, the Management Act, the Development Act and this Management Statement will prevail over the rule.

- (c) Proprietors and occupiers must comply with the rules and must ensure that their guests comply with the rules.

BY-LAW 11: FAILURE TO COMPLY WITH OBLIGATIONS

By-Law 11.1: Notice given by Community Association

In the event of:

- a) a breach by the proprietor or occupier of a By-Law contained in this Management Statement;
or
- b) a failure of a proprietor or occupier to do anything in a Lot required by the Community Association or this Management Statement to be done,

the Community Association must (except in the case of a breach requiring the Community Association to act immediately to prevent damage to property or injury to a person) serve a notice upon such proprietor or occupier specifying the By-Law(s) which the proprietor or occupier has breached and/or the works required to be carried out and/or the matters to be attended to by the proprietor or occupier to remedy the breach and the time within which such works must be carried out or matters attended to.

If the breach by any proprietor or occupier has resulted in damage to any part of the Community Property, such notice must specify the damage to be repaired by the proprietor or occupier and the period of time within which such repairs must be completed.

By-Law 11.2: Powers of the Community Association

- a) In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association has power under this By-Law 11.2 to do anything in the Community Parcel that should have been done by the proprietor or the occupier under this Management Statement or as requested by notice under By-Law 11.1 but which has not been done, or not been done to the reasonable satisfaction of the Community Association.
- b) The Community Association may:-
 - i. give a notice to the proprietor or the occupier specifying when it proposes to enter that part of the Community Parcel to do a thing that it is entitled to do in accordance with By-Law 11.2(a), or to carry out the works and/or repairs set out in such notice and/or attend to the matters set out in such notice which should have been attended to by the proprietor or occupier.
- c) The proprietor or occupier must give the Community Association and persons authorised by it, access to the property according to the notice and pay the Community Association its costs for carrying out the works and/or repairs.

By-Law 11.3: Community Association not to be liable

The Community Association is not liable for any loss or damage, howsoever caused or arising from the non-enforcement of any By-Law contained in this Management Statement.

By-Law 11.4: Proprietor or occupier to comply at own expense

A proprietor or occupier must comply with their obligations under these By-Laws and the Management Statement at their own cost except where the By-Laws provide to the contrary.

BY-LAW 12: BEHAVIOUR

By-Law 12.1: Appearance

A proprietor or occupier of a Lot must not hang any washing, towels, clothing, or other article on the outside of a building, a Lot or on any other part of the Lot so that it may be seen from any part of the Community Property.

By-Law 12.2: Communications with the Community Association

Applications, requests, complaints and notices to or requests for consideration of a matter by the Community Association must be writing and forwarded to the Managing Agent of the Community Association or the secretary of the Association Committee if no managing agent is appointed. When communicating with the Community Association, the Association Committee and/or the Managing Agent, whether in writing, in person and/or by telephone, a proprietor or occupier must ensure that they:

- a) are respectful and courteous;
- b) communicate in a reasonable manner;
- c) do not communicate in a way which is or may be likely to become an annoyance or a nuisance, including but without limitation, by continually sending repetitive and/or lengthy emails about matters that are irrelevant and/or aggressive and/or unrelated to the management of the Community Scheme

By-Law 12.3: Communications from the Community Association

All approvals, notices or authorisation from the Community Association under the By-Laws must be in writing.

By-Law 12.4: Noise control and behaviour

A proprietor or occupier of a lot must:

- a) not create any noise which is likely to interfere with the peaceful enjoyment of any part of the Community Property by another proprietor or occupier and their guests;
- b) be adequately clothed when on Community Property;
- c) adequately supervise children in their care and must not allow children to play on Community Property other than in areas that are safe for children to play in and are intended to be used for recreational purposes.
- d) not permit children to be on Community Property that may be dangerous to them (e.g. car parking area or the Cascades unless an adult exercising effective control is with them).

By-Law 12.5: Animals and control

12.5.1 A proprietor or occupier who keeps an animal (including an Assistance Animal) on their Lot must:

- a) ensure that the animal is at all times kept under control and within that proprietor's or occupier's Lot;
- b) ensure that the animal does not disturb the reasonable enjoyment of another proprietor's or occupier's Lot or the Community Property;

- c) when the animal is on any part of the Community Property other than their Lot, keep the animal under their control and, in the case of a dog, on a lead at all times;
- d) promptly clean up after the animal where it has disturbed or soiled any part of the Community Property or another Lot;

12.5.2 A proprietor or occupier who keeps an animal on their Lot is liable to the Community Association and other proprietors or occupiers for any damage to or loss of property or injury caused by the animal.

12.5.3 If a proprietor or occupier who keeps an animal on their Lot does not comply with this By-Law, the Community Association may take action against that proprietor or occupier to remove the animal from the Lot and the Community Property.

By-Law 12.6: Parking

A proprietor or occupier of a Lot:

- a) must only park a Vehicle in their Lot’s designated garages or driveway, or
- b) may park a Vehicle along the Open Access Way subject to:
 - i. compliance with this By-law; and
 - ii. ensuring that the Vehicle is not parked:
 - (A) in an unsafe manner; or
 - (B) in a manner that may cause a hazard of any kind to other Vehicles or persons using the Open Access Way; or
 - (C) in a manner that prevents or restricts the free movement of, or the ordinary use of or access to the Open Access Way by, other Vehicles or persons using the Open Access Way.

The Association Committee may impose conditions on parking a Vehicle along the Open Access Way, which conditions must be complied with by that proprietor or occupier.

- c) must not park a Vehicle in the designated visitors’ car spaces.
- d) must notify the Association Committee if their guests to are park in a visitor car space in excess of 48 hours.
- e) must not park or permit the parking of a truck or commercial vehicle over three (3) tonnes on any Lot or Community Property unless it is for the purpose of temporarily loading or unloading goods and then only for as short a period as is reasonably practicable not exceeding 5 hours.
- f) must not keep any unregistered Vehicle on any part of the Community Property including on the Open Access Way.

By-Law 12.7: Compliance with requirements of Authorities

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

BY-LAW 13: RIGHTS TO ENTER CONTRACTS

By-Law 13.1: Agreements

In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association:

- a) may enter into agreements in connection with the provision of any service or services by any third party on such terms and conditions as the Community Association reasonably determines;
- b) may employ such staff, advisers, consultants, agents or lawyers as it may require, whether on a permanent, part time or casual basis, to assist with its management, control and maintenance of the Community Property and the performance of the functions conferred and obligations imposed on the Community Association by any Act or this Management Statement; and

Consideration or fees payable under agreements referred to in a) and b) above is to be paid out of contributions from either the Administrative or Sinking Funds levies (as appropriate).

By-Law 13.2: Proprietor or occupier not to instruct

A proprietor or occupier must not instruct or request any contractor, employee, consultant, agent or lawyer appointed or employed by the Community Association to do any act or thing without prior written approval of the Community Association. Any proprietor or occupier who gives any such instruction or makes any such request is liable for all costs or expenses incurred by the Community Association as a consequence of that instruction.

BY-LAW 14: INTEREST

A proprietor must pay:

- a) when they fall due, contributions levied under the Management Act; and
- b) on demand, any costs, expenses and charges of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement.
- c) where a payment is not made on time, simple interest at the rate of 10% per annum or at such other rate as is specified in the Management Act or Management Regulations from time to time for unpaid contributions is payable on the total amount outstanding from the day it is due to be paid until the day it is paid.

The Community Association may recover as a debt a contribution or other amount not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses of the Community Association incurred in recovering those amounts on an indemnity basis.

BY-LAW 15: CONTROL OF LESSEES / LICENSEES

By-Law 15.1: Compliance

A proprietor whose lot in whole or in part is the subject of a lease or licence agreement must-

- (a) provide the lessee or licensee with a copy of this Management Statement;
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the By-Laws; and
- (c) take all reasonable steps including, without limitation, any action available to the proprietor 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 15.2: General

A proprietor whose lot is the subject of a lease or licence agreement must:

- (a) comply with section 46 of the Management Act; and
- (b) relinquish the right to use the Community Facilities in favour of the lessee or the licensee for the term of the lease or licence.

BY-LAW 16: POOL

By-Law 16.1. Hours of operation

The Pool must not be used between the hours of 10.00pm and 7.00am.

By-Law 16.2. Usage of Pool

When using the Pool, proprietors and occupiers must:

- a) exercise caution at all times and must not run or splash or behave in any manner that is likely to cause injury or interfere with the use of the Pool by other proprietors and occupiers;
- b) ensure that children under the age of fourteen are not in or around the pool unless accompanied by an adult proprietor or occupier exercising effective control over them;
- c) not take or consume alcoholic beverages in or around the Pool or take, use or keep any glass containers or receptacles of any kind in or around the Pool;
- d) ensure that their guests do not use the Pool unless accompanied by a proprietor or occupier at all times;
- e) take responsibility for their guests who must comply with this By-Law 16.2;
- f) keep the Pool gate closed at all times; and
- g) minimise noise so as not to unreasonably interfere with the quiet enjoyment of the Pool or Lots by other proprietors and occupiers.

To the extent legally possible, this By-Law operates to waive any responsibility of the Community Association for the use of the Pool. Proprietors, occupiers and their guests use the Pool at their own risk.

By-Law 16.3. Pool operation

A proprietor or occupier of a lot must not without the prior written approval of the Association Committee:

- a) operate, adjust or interfere with the operation of the equipment associated with the Pool;
- b) remove any furniture from the Pool; or
- c) add any chemical or other substance to the water in the Pool.

By-Law 16.4. Commercial Use of Pool

A proprietor or occupier of a lot must not:

- a) use the pool for commercial purposes e.g. conducting paid swimming lessons
- b) invite or allow the pool to be used for swim coaching or individual lessons

BY-LAW 17. COMMUNITY CENTRE

By-Law 17.1. Use of Centre and conditions of use

The Community Centre (hereinafter referred to in this By-Law as “the Centre”) may be used:

1. for community purposes where all proprietors and tenants are invited to a community event. In such circumstances, any fee associated with the use of the Centre is waived.
2. by proprietors and occupiers (hereinafter referred to in this By-Law as “the **Host**”) for meeting and associating with fellow proprietors and occupiers and their invited guests for social and leisure pursuits. In such instance, the Community Centre must be used in accordance with the following clauses of this By-Law:
 - a. The Host must make a booking in order to use the Centre for a purpose set out above in accordance with time stated on the Centre hire agreement form prior to the Host’s proposed use of the Centre. The booking allows for exclusive use of the Centre during the period of the booking excluding the external toilets and storage room.
 - b. The Host makes a booking to use the Centre by completing the Centre hire agreement form and returning it to the secretary or other nominated Association Member and/or the Managing Agent. The Host is not permitted to book the Pool or the Tennis Courts for the exclusive use of the Host and their guests and must not interfere or obstruct the use of the Pool or the Tennis Courts by another proprietors or occupiers.
 - c. The Host must ensure that no more than 30 guests are invited to use the Centre as part of the Host’s booking. In the event that the Host permits more than 30 guests to use the Centre as part of the Host’s booking, the Community Association shall take all necessary steps to terminate the booking and remove the Host and the guests from the Centre and will recover the costs of taking those steps from the Host as a debt due and payable-
 - d. A booking will not be approved unless the Host makes a payment to the Community Association of a non-refundable fee of \$50.00 (or such other amount as is determined by the Association Committee from time to time acting reasonably) and a security deposit of \$250.00 (or such other amount as is determined by the Association Committee from time to time acting reasonably). The security deposit shall only be refundable to the Host if the Centre is not damaged and is left in a clean and tidy condition at the conclusion of the booking. If the Centre is damaged or is not left in a clean and tidy condition, then the Community Association will apply as much of the security deposit as is necessary for the costs of repairing the damage and returning the Centre to a clean and tidy condition. In the event that the security deposit is insufficient to cover such costs then the Community Association will recover those costs from the Host as a debt due and payable.
 - e. The Host must sign an agreement and deed of release prior to being authorised to use the Centre.
 - f. The Host must be present at all times when using the Centre for a purpose set out in a) above and must be the primary host of the event. Hosts must not book the Centre on behalf of, or for the use by, a third party.
 - g. The Centre must not be used for any:
 - i. illegal purpose; or
 - ii. purpose that may endanger the safety of other proprietors or occupiers; or
 - iii. purpose which may cause a nuisance, annoyance or hazard to other proprietors or occupiers.

- iv. commercial purpose
- h. When using the Centre, the Host must:
 - i. not, except with the prior written approval of the Association Committee, use the Centre before 8.00am and after 11.00pm and must promptly vacate the Centre at 11.00pm.
 - ii. ensure that music and noise resulting from their use of the Centre does not interfere with the quiet enjoyment of other proprietors and occupiers of their Lots or the Community Property and does otherwise contravene any law. In the event that security is required to be engaged by the Community Association to attend at the Centre for any reason related to the Host's booking or use of the Centre then the Host will be liable to pay the costs of such engagement. In the event that the security deposit is insufficient to cover such costs then the Community Association will recover those costs from the Host as a debt due and payable.
 - iii. ensure that alcohol is served responsibly;
 - iv. ensure their guests behave respectfully, responsibly and are properly attired;
 - v. not advertise the Host's booking of the Centre publicly including on social media, in newspapers or in any other form.
 - vi. ensure that the Centre and the BBQ facilities (if utilised), the internal toilets and any other areas used as part of the booking, including equipment and furniture, are cleaned immediately after the conclusion of the Host's booking. Cleaning includes without limitation sweeping and mopping the floors, cleaning the BBQs and wiping down the counter tops and furniture and emptying the refrigerator and dishwasher
 - vii. ensure that all rubbish is removed from the Centre (and all other areas used by the Host as part of their booking) and is disposed of in a responsible manner including into Council garbage bins.
 - viii. ensure no animals are allowed inside the Club house at any time.
 - ix. ensure that their guests leave the Centre in an orderly manner without disturbing other proprietors or occupiers in the Community Scheme, particularly those living in close proximity to the Centre.
 - i. The Community Association (including through the Association Committee) may impose additional conditions on the use of the Centre and may refuse to accept a booking, including but without limitation in circumstances where a Host has made a previous booking to use the Centre and failed to comply with this By-law when using the Centre.

The Association Committee and the Community Association are permitted to use the Centre for meetings of the Community Association and of the Association Committee at any time and for the storage of equipment of the Community Association. Bookings for use of the Centre for meetings of the Community Association and of the Association Committee take precedence over bookings of proprietors and occupiers under clause a) above.

To the extent legally possible, this By-Law operates to waive any responsibility of the Community Association for the use of the Centre. Proprietors, occupiers and their guests use the Centre at their own risk.

By-Law 17.2. Centre keys

- a) Keys to the Centre must only be held by persons authorised by the Association Committee;

- b) A person to whom a key is provided must:
- i. not duplicate the key and take all reasonable precautions to ensure that the key is not lost, damaged or stolen;
 - ii. immediately advise the Managing Agent if the key is lost, damaged or stolen; and
 - iii. immediately return the key if requested to do so by the Community Association.

By-Law 17.3. Damage to the Centre

The Host is liable to compensate the Association in respect of all damage to the Centre, the equipment or articles contained in the Centre that has been caused by the use of the Centre by that Host or the Host's guests.

BY-LAW 18. ACCESS TO COMMUNITY ASSOCIATION FACILITIES

By-Law 18.1 Access

The Community Association may restrict the access of proprietors or occupiers to the Pool, Tennis Courts and the Centre by means of any lock or similar security device and if it does so it may make the key or operating system as it determines available to proprietors, at an amount determined by the Association Committee from time to time.

By-Law 18.2 Custody of keys to facilities

A proprietor of a lot to whom any key or any operating system is given pursuant to these By-Laws must exercise a high degree of caution and responsibility in making the same available for use by any occupier and must take reasonable precautions to ensure the return of the key to the proprietor or Managing Agent or the Community Association upon the occupier ceasing to be an occupier. If the key is to be provided directly to an occupier, they must pay to the Community Association or the Association Committee or the Managing Agent, a refundable deposit of \$100.00 for each key (plus \$15.00 for the cost of the key), or such other amount as is determined by the Association Committee from time to time.

By-Law 18.3 Duplication of keys

A proprietor or occupier of a lot who has possession of a key or operating system referred to in these By-Laws must not, without the prior written approval of the Community Association, duplicate or cause to permit the key to be duplicated and must take all reasonable precautions to ensure the key is not lost or handed to any person other than the proprietor or the Community Association or the Association Committee or the Managing Agent.

By-Law 18.4 Lost key

A proprietor or occupier of a lot who is issued with a key or operating system referred to in these By-Laws must immediately notify the Secretary of the Association Committee in writing if the key is lost or misplaced and pay a replacement fee of \$50.00, or an amount determined by the Association Committee from time to time, for any replacement key which must be supplied by the Association Committee/Managing Agent to the proprietor or occupier within 14 days of notification.

BY-LAW 19. B.B.Q. grills

When using the B.B.Q grills located on the Community Property, proprietors and occupiers must ensure that:

- (a) neither the proprietor or occupier or their guests unreasonably disturb the peaceful enjoyment of the proprietor or occupier of another lot or any person lawfully using the Community Property.
- (b) children under the age of fourteen are not permitted to use the B.B.Q. grill;
- (c) the cooking appliances and appurtenances relating to the B.B.Q grills are used in a proper manner and according to their instructions of operation and that such appliances and appurtenances are thoroughly cleaned after use; and
- (d) the B.B.Q grills and the surrounding areas are left in a clean and tidy condition and rubbish is promptly removed and disposed of in a responsible and appropriate manner.

BY-LAW 20. TENNIS COURT

By-Law 20.1. Hours of operation

- a) The Tennis Courts must only be used between the hours of 7:00am and 10:00pm (Mondays to Saturdays) and 8:00am to 10:00pm (Sundays and public holidays).
- b) The Community Association may restrict access to the Tennis Courts from time to time within the hours specified in (a) above for the purpose of carrying out maintenance, service or repair of the Tennis Courts.

By-Law 20.2. Bookings

- a) A proprietor or occupier may book a tennis court for a period of two (2) consecutive hours per week, monthly in advance by way of a permanent booking.
- b) Bookings must be recorded on board maintained at the Tennis Courts for this purpose or via electronic booking, or in such other manner and on such terms and conditions as are determined by the Association Committee from time to time.
- c) Proprietors and occupiers who have booked a tennis court must not be prevented from using that tennis court for the duration of their booking.
- d) A proprietor or occupier may use a tennis court without a booking provided that:
 - (i) the tennis court has not already been booked; and
 - (ii) in the event that another proprietor or occupier wishes to use that tennis court in the same manner (i.e. without a booking), the proprietor or occupier ceases playing on that tennis court at the completion of the next whole hour.

By-Law 20.3. Use of Tennis Court

- a) The Tennis Courts must only be used for the purposes of playing tennis and for no other purpose;
- b) Guests using the Tennis Courts must be accompanied to and from the Tennis Courts by a proprietor or occupier and that proprietor or occupier must remain with their Guests at all times;
- c) No alcohol and food consumption is permitted on the Tennis Courts;
- d) All rubbish must be promptly removed from the Tennis Court.
- e) No animals are allowed in the Tennis Court at any time.

By-Law 20.4. Commercial Use of Tennis Courts

A proprietor or occupier of a lot must not:

- c) use the tennis court for commercial purposes e.g. giving paid tennis lessons
- d) invite or allow the tennis court to be used for paid coaching or individual lessons.

BY-LAW 21: RECREATION FACILITY AND PLAYGROUND

By-Law 21.1. Use of facilities

- a) The Recreational Facility and Playground must only be used between the hours of 7:30am and 10:00pm.
- b) The Recreational Facilities and Playground must not be used:
 - i. for any illegal or immoral purpose; or
 - ii. for any purpose that may endanger the safety or good reputation of the Community Association or any proprietors or occupiers; or
 - iii. in a manner which may cause a nuisance, or hazard to or otherwise interfere with the quiet enjoyment of any other person lawfully using the Recreational Facilities and Playground including proprietors and occupiers.
- c) Children under the age of fourteen using the Recreational Facilities and the Playground must be accompanied by an adult exercising effective control over them.
- d) Glass containers must not be taken onto any part of the Recreational Facilities or the Playground.
- e) Alcohol must not be consumed on any part of the Recreational Facilities or the Playground.
- f) All rubbish must be promptly removed from the Recreational Facilities and the Playground.
- g) Animals are not allowed in the playground at any time

BY-LAW 22: THE CASCADES – WATER FEATURE

By-Law 22.1: Hours of operation

The Cascades must not be operated between the hours of 9.00pm and 7.00am.

BY-LAW 23: SIGNAGE

By-Law 23.1 Signage on Community Property

The proprietor or its contractors must not erect signs on the Community Property without the prior written consent of the Community Association

By-Law 23.2 Signage on Proprietor Property

The proprietor or its contractors must not erect signs on a Proprietor's Property without the prior written consent of the Community Association

By-Law 23.3 Real Estate Signage

The proprietor or its contractor may erect advertising signage on a Proprietor's property during the sale or lease advertising period. The advertising signage must be removed within 7 days after sale, lease or rental contracts are executed. If the Proprietor does not remove the signage after this period, the Community Association reserves the right to remove the signage at the Proprietor's expense. Signage must not exceed 1.2m x .9m in size.

BY-LAW 24: INTERPRETATION

By-Law 24.1: Generally

- a) Where any word or phrase has a defined meaning in or for the purposes of the Management Act or the Development Act, that word or phrase has the same meaning in this Management Statement.
- b) Headings are for convenience only and do not affect the interpretation or construction of this Management Statement.
- c) If any provision in this Management Statement is invalid, void or unenforceable, this does not affect the remaining provisions in this Management Statement, which will continue to have full force and effect.
- d) The following rules apply to this Management Statement unless the context requires otherwise:
 - (i) The singular includes the plural, and the converse also applies;
 - (ii) The word “person” means a natural person and any association, body or entity whether incorporated or not and includes that person’s executors, successors, administrators, permitted substitutes and permitted assigns.
 - (iii) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Management Statement.
 - (iv) A reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
 - (v) Using “includes”, “including”, “including, for example” when introducing an example or list of things does not limit the example, or the meaning of the words to which the list relates to that example, or those words only, or to examples and words of a similar kind only.
 - (vi) A reference to any thing is a reference to the whole and each part of it.
 - (vii) A reference to a document includes any variation or replacement of that document.

By-Law 24.2: Definitions

In this Management Statement, the following words have the meanings set out below:

Association Committee	The association committee of the Community Association;
Association Roll	the list of each Community Development Lot with the names of the respective owner or proprietor and their Australian address for service of notices;
Authority	includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local including the local council;
- (b) any provider of public utility services, whether statutory or not;
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Community Parcel, Community Property or the installation, operation and maintenance of fire safety systems; and
- (d) the Police Service of New South Wales, the Ambulance Service of New South Wales and the New South Wales Fire Brigade.

Cascades	the watercourse and feature formally identified as the Upper and Lower Cascades;
Centre	the Community Property community centre in the Community Scheme comprising of the clubhouse and its amenities;
Community Association	Community Association D.P. No 270218;
Community Development Lots	a lot in the Community Plan that is not Community Property;
Community Parcel	the land which is the subject of the Community Scheme;
Community Plan	the community plan with which this Management Statement is registered
Community Property	Lot 1 in DP270218;
Community Scheme	the community scheme created on the registration of the Community Plan;
Council	City of Parramatta Council;
Development Act	the <i>Community Land Development Act 1989</i> and any Act amending or replacing the same
General Meeting	an annual general meeting other than the first annual general meeting or a special general meeting of the Community Association;
Host	a proprietor or occupier specified in By-law 17
Lot	means as the context requires: <ul style="list-style-type: none"> (a) a Community Development Lot; (b) a Neighbourhood Lot; or (c) a Strata Lot
Management Act	the <i>Community Land Management Act 1989</i> and any Act amending or replacing the same

Management Agreement	the agreement between the Managing Agent and the Community Association;
Management Regulation	the <i>Community Land Management Regulation 2018</i> and any Act or Regulation amending or replacing the same
Management Statement	means this Community Management Statement;
Managing Agent	means the managing agent for the Community Association appointed under section 50 of the Management Act;
Occupier	a person in lawful occupation of a Lot;
Open Access Way	the open access ways set apart under section 41 of the Development Act as identified in the Plan of Access Ways, including but without limitation the designated visitors' car parking spaces;
Plan of Access Ways	the plans identified in By-Law 3 illustrating accessway within 'Hunterford At Oatlands' (Stages One, Two and Three) which are attached to and form part of this Management Statement;
Pool	the swimming pool forming part of the Community Property including its fenced surrounding area;
Prescribed Diagram	the plans referred to in By-Law 7 identifying the location of services works (Stages One, Two and Three) which are attached to and form part of this Management Statement
Proprietor	(a) a person for the time being recorded in the Register as entitled to an interest in fee simple in a Lot; or (b) a person who has in the Lot an interest referred to in section 47 of the Management Act of which notice has been given under that section to the Community Association.
Recreational Facility and Playground	the parks located within the Community Property which includes a fenced children's playground;
Service	includes: (a) electricity (b) water (c) gas (d) stormwater drains (e) telecommunications (f) television (g) private sewer lines (h) Optus (i) Telstra
Service Lines	includes any pipe, conduit, wire, cable, duct, drain, gully, trap, pit, mast, pole, aerial or other means by or through which a Service is or is to be provided and any structure, tank, pump and other equipment that is associated with any of those means;

Standards	the architectural and landscape standards for the Community Association which are contained in the document entitled “Hunterford at Oatlands Design Manual;
Strata Lot	has the meaning in the Management Act;
Subsidiary Body	the precinct association, a neighbourhood association or strata corporation constituted under a precinct scheme, neighbourhood scheme or strata scheme that is part of the Community Scheme;
Tennis Courts	the tennis courts forming part of the Community Property.
the Register	the meaning given to that term in the <i>Real Property Act 1900</i> .
Traffic Laws	the rules and regulations that govern road safety and imposes obligations on drivers and penalises individuals committing traffic offences.
Vehicle	includes a boat, trailer, caravan, motor vehicle, motorbike, scooter or other towable item.
Works	includes: <ul style="list-style-type: none"> (e) the erection of a new structure; and (f) changing the appearance of an existing structure, including changing the colour or materials used in the external surfaces of the structure; and (g) the installation or attachment of fly screens, security devices, awnings, radio, television and other aerials and antennae, satellite dishes, any solar energy collection panels and equipment associated with them, any energy conservation equipment, any solar hot water system and equipment associated with it and any other item that is visible outside a Lot; and (h) the addition of new landscaping; and (i) changing existing landscaping in the Community Parcel, but specifically excludes changing the interior of an existing building in a Lot.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

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 public authority. For further details see schedule 3 Clause 4 of the *Community Land Development Act 1989*.

By-Law 25.1:

Service lines for water and sewer reticulation for each of the lots in the Community Scheme are to be provided and maintained by the Community Association as the owner of these respective service lines.

By-Law 25.2:

Sydney Water Corporation will install and read water meters on each of the lots in the Community Scheme to enable Sydney Water Corporation to levy water usage charge on the proprietor or occupier of each of the lots in the Community Scheme.

By-Law 25.3:

The low voltage electricity system, including underground cables, overhead powerlines, pits, distribution pillars and cubicles, is Community Property.

The Association is responsible for the maintenance, repair, refurbishment and augmentation of the system.

The design of the electricity system has been based on a maximum demand of 12 Amps per dwelling.

By-Law 25.4:

The Community Association may make, and at any time add to, these By-Laws for the control, use and enjoyment of the Community Property subject to the By-Laws being consistent with:

- a. The Management Act;
- b. The Development Act; and
- c. The terms of the current Local Environment Plan (LEP) & Development Control Plan (DCP) based on Council boundaries applicable to the Community Property

PART 6

BY-LAW 26

By-Law 26.1:

A document may be served on the owner of a Lot by electronic means if the person has given the Community Association an e-mail address for the service of notices and the document is sent to that address. A notice of document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.