

DP271106

COMMUNITY MANAGEMENT STATEMENT

“LAKEVIEW AT SOUTHLAKES”
1 ALEXANDRINA AVENUE, DUBBO

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



16.8.2017

COMMUNITY MANAGEMENT STATEMENT

DP271106

INDEX

PART 1.....	3
BY-LAWS FIXING DETAILS OF DEVELOPMENT	3
1.1 THEME	3
1.2 ARCHITECTURAL AND LANDSCAPE STANDARDS	4
1.3 AMENDMENT OF ARCHITECTURAL AND LANDSCAPE STANDARDS.....	4
1.4 APPROVAL OF EXECUTIVE COMMITTEE REQUIRED FOR ALL NEW CONSTRUCTION AND LANDSCAPE CONSTRUCTION	5
PART 2.....	8
RESTRICTED COMMUNITY PROPERTY	8
2.1 DEVELOPMENT IN STAGES	8
2.2 PRIVATE ASSOCIATION SERVICES - RESTRICTED USE	9
2.3 CARPARKING - RESTRICTED USE	10
PART 3.....	11
MANDATORY MATTERS	11
3.1 ACCESS WAYS	11
3.2 COMMUNITY ASSOCIATION, COMMUNITY PROPERTY AND SPECIAL FACILITIES...	13
3.3 USE BY COMMUNITY ASSOCIATION OF COMMUNITY PROPERTY	15
3.4 FENCING	15
3.5 GARBAGE.....	15
3.6 SERVICES AND STATUTORY EASEMENTS.....	16
3.7 INSURANCE	19
3.8 EXECUTIVE COMMITTEE	22
PART 4.....	23
OPTIONAL MATTERS.....	23
4.1 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR VISITORS.....	23
4.2 RESTRICTIONS ON USE OF COMMUNITY PROPERTY AND COMMUNITY DEVELOPMENT LOTS.....	23
4.3 MAINTENANCE OF A LOT	25
4.4 SECURITY OF LAKEVIEW AT SOUTHLAKES	25
4.5 OBLIGATIONS OF PROPRIETORS AND OCCUPIERS.....	25
4.6 RIGHT OF COMMUNITY ASSOCIATION TO ENTER INTO AGREEMENTS INCLUDING THE MANAGEMENT AGREEMENT	26
4.7 RULES.....	27
4.8 WORK HEALTH AND SAFETY	27
4.9 PRIVATE STORMWATER DRAINAGE EASEMENTS.....	28
PART 5.....	29
BY LAWS REQUIRED BY PUBLIC AUTHORITY	29
5.1 COMMUNITY ASSOCIATION TO MAINTAIN FIRE HYDRANT SYSTEM	29
5.2 STORMWATER AND SANITARY DRAINAGE.....	29
PART 6.....	30
DEFINITIONS	30
6.1 DEFINITIONS, INTERPRETATION AND GENERAL.....	30
PART 7.....	36

mpw

DP271106

Approved Form 28

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

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Community Lot within the 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) of the Community Land Management Act 1989).

1.1 THEME


1.1.1 Description of Community Scheme

- (a) The Community Scheme is to be named "Lakeview at Southlakes", 1 Alexandrina Avenue, Dubbo;
- (b) A variation of the name Lakeview at Southlakes is permitted only by amendment of this By-Law;

1.1.2 Objectives of the Community Scheme

The objectives of the Community Scheme are:

- (a) to provide a mix of freestanding and attached medium density residential housing in a secure estate in the City of Dubbo;
- (b) to provide for the establishment and implementation of Architectural and Landscape Standards for Lakeview at Southlakes which create a welcoming environment;
- (c) for Lakeview at Southlakes to have:-
 - (i) a sense of community;
 - (ii) an integrated and high quality of landscape on the Community Parcel;
 - (iii) a sensitivity to the environment;
- (d) for Lakeview at Southlakes to provide community facilities including:-
 - (i) a well maintained area of private open space;



- (ii) a communal clubhouse and swimming pool; and
- (iii) landscaped and maintained roadside verges in keeping with these objectives.

1.1.3 Community Association etc. may alter facilities

The Community Association or proprietors may alter and delete or add to Lakeview at Southlakes's facilities if the alteration, deletion or addition is consistent with the preservation of the Lakeview at Southlakes theme.

1.1.4 Managing Agent

To meet the objectives and for the protection of Lakeview at Southlakes as a well-managed medium density development:

- (a) the agent appointed by the Community Association will be the Managing Agent for the Community Association; and
- (b) a person bound by this Management Statement shall not carry out any activity or permit any agent appointed by them to carry on any activity which may detrimentally affect the objectives established under By-Law 1.1.2 or the performance of any Function by the Managing Agent.

1.2 ARCHITECTURAL AND LANDSCAPE STANDARDS

1.2.1 Community Association to prescribe Architectural and Landscape Standards

- (a) The Community Association shall adopt the approved building construction plans and the approved landscaping plans as the Architectural and Landscape Standards.

1.2.2 Binding Nature of Architectural and Landscape Standards

The Architectural and Landscape Standards bind:

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

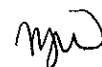
1.3 AMENDMENT OF ARCHITECTURAL AND LANDSCAPE STANDARDS

1.3.1 Community Association may add to Standards

The Community Association may from time to time add to or alter the Architectural and Landscape Standards by special resolution. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-Law.

1.3.2 Original Proprietor may alter

Nothing within these by-laws prevents the original proprietor from amending the Architectural and Landscape Standards whilst ever it remains the registered proprietor of a lot within the scheme.



1.3.3 Proprietor of Community Development Lot may apply to Community Association to alter Standards

The proprietor of a Community Development Lot may make application to the Community Association requesting additions or alterations to any Architectural and Landscape Standards.

1.3.4 Particulars of application to alter

An application under By-Law 1.3.3 shall contain sufficient details of the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations. The Community Association may request additional information to enable it to make a decision on an application.

1.3.5 Referral of application to alter

The Community Association shall refer an application under By-Law 1.3.3 to a General Meeting, for its decision by special resolution.

1.3.6 Alterations to Standards to be notified to proprietor of Community Development Lot

If the Architectural and Landscape Standards are added to or altered, in accordance with this By-Law, then the Community Association shall, within a reasonable time, deliver a copy of the additions or alterations to each proprietor of a Community Development Lot.

1.3.7 Community Association to supply proprietor of Community Development Lot with copy of Standards

The Community Association shall, when requested by the proprietor of a Community Development Lot, provide the proprietor of the Community Development Lot at the reasonable cost of that proprietor with an up to date copy of the Architectural and Landscape Standards.

1.4 APPROVAL OF EXECUTIVE COMMITTEE REQUIRED FOR ALL NEW CONSTRUCTION AND LANDSCAPE CONSTRUCTION

1.4.1 New Construction to comply with standards

Every New Construction, Building Modification, Landscape Construction, or Landscape Modification shall comply with the Architectural and Landscape Standards.

1.4.2 Original Proprietor may alter

Nothing within these by-laws prevents the original proprietor from amending the Architectural and Landscape Standards whilst ever it remains the registered proprietor of a lot within the scheme.

1.4.3 Appointment of the executive committee

The Community Association may appoint the executive committee to be responsible for the purposes of assessing and determining applications by a proprietor of a development lot to undertake New Construction, Building Modification, Landscape Construction, or Landscape Modification works. In the absence of the executive committee being appointed under this by-law, the Community Association is the executive committee for the purposes of this By-law 1.4.



1.4.4 No New Construction until plans have been approved by executive committee

No New Construction, Building Modification, Landscape Construction, or Landscape Modification may commence or take place until the plans and specifications for it (in this By-Law 1.4 called “the plans and specifications”) have been approved by the executive committee as to:

- (a) for New Construction or Building Construction:
 - (i) suitability of design, colour and materials;
 - (ii) quality of design, colour and materials;
 - (iii) harmony of external design with existing structures;
 - (iv) location in relation to surrounding structures and topography;
 - (v) elevation in relation to existing structures and topography; and
 - (vi) harmony with existing landscaping;
- (b) for Landscape Construction or Landscape Modification:
 - (i) suitability of design, colour, plant species and landscape materials and features;
 - (ii) quality of design, colour, plant species and landscape materials and features;
 - (iii) location in relation to surrounding structures and topography
 - (iv) elevation in relation to existing structures and topography;
 - (v) harmony with existing landscaping and structures; and
 - (vi) the removal of or dealing with existing plants, flowers, shrubs and trees.

1.4.5 Details of plans and specifications

The plans and specifications to be submitted for approval by the executive committee shall be in writing and shall include at least the following:

- (a) For New Construction or Building Modification:
 - (i) sufficient information to show the nature, kind, shape, height, width, colour, size, materials and location of the New Construction or Building Modification; and
 - (ii) a landscaping proposal;
- (b) For Landscape Construction or Landscape Modification:
 - (i) sufficient information to show the nature, kind, shape, colour, height, quantity and location of the proposed plants, flowers, shrubs and trees; and
 - (ii) sufficient information to show the nature and type of proposed landscaping material and features.

mpw

DP2/1106

erian

Page 7 of 41

1.4.6 Executive committee's approval of plans and specifications

The executive committee's approval or disapproval of plans and specifications shall be made solely on the matters set out in:

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

myw

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)

2.1 DEVELOPMENT IN STAGES

2.1.1 Use of certain Community Property restricted to Developers

Use of Community Property and Service Lines owned by the Community Association is restricted to Maas Group Properties No 8 Pty Ltd (“**Developer**”) (excluding a Subsidiary Body) jointly and severally in the manner and for the purposes set out in this By-Law.

2.1.2 Notice of cessation of Development Activities

- (a) Restricted use by the Developer of the Community Property referred to in this By-Law shall cease when the Developer serves upon the Community Association a notice informing the Community Association that the Development Activities on the Community Parcel have ceased. Despite this the Developer may give such a notice at any time in relation to part of the Community Property if Development Activities on that part of the Community Property have ceased at which time restricted use of that part of the Community Property will cease.
- (b) The Developer shall use its best endeavours to cause to be completed Development Activities on the Community Property as soon as is possible, delays due to inclement weather excepted.

2.1.3 Development Rights

The Developer and all persons authorised by it have the Development Rights for the purpose of facilitating development of the Community Parcel in stages and carrying out Development Activities on the Community Parcel.

2.1.4 Development Conditions

The terms and conditions relating to use of the Community Property under this By-Law are the Development Conditions.

2.1.5 Developer's Access

Access to Community property referred to in this By-Law is to be exercised by the Access Way.

2.1.6 Hours of Restricted Use Access

Subject to any requirements imposed by Council, the restricted use rights conferred on the Developer in this By-Law may be exercised between the following hours:-

Monday to Friday	7am to 6pm
Saturday	7am to 1pm if inaudible on residential premises otherwise 8am to 1 pm
Sunday and Public Holidays	No access permitted

2.1.7 Community Association to maintain Community Property

Subject to the obligations imposed by the development conditions the Community Association must maintain the Community Property.

2.1.8 Community Association to levy contributions

The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the developer under this By-Law as a consequence of the restricted access activities of the developer.

2.2 PRIVATE ASSOCIATION SERVICES - RESTRICTED USE

2.2.1 Use of Private Association Services restricted to proprietors of all Community Development Lots

Use of one or more of the Private Association Services is restricted to the proprietors of all Community Development Lots for the purpose of obtaining the supply of those services.

2.2.2 Community Association must maintain Private Association Services

The Community Association must maintain the Private Association Services in accordance with its obligations under By-Law 3.6.3.

2.2.3 Access to Private Association Services by Community Property

Access to the Private Association Services is to be exercised by means of the Community Property.

2.2.4 Restricted use rights

The restricted use rights conferred by this By-Law may be exercised at any time.

2.2.5 Community Association must estimate cost of Private Association Services

The Community Association must:

- (a) estimate how much money it will need for each 3 month period to pay the cost of the supply of the Private Association Services; and
- (b) estimate the amounts it will need for future maintenance, repair, renewal or replacement of Private Association Services.

2.2.6 Community Association must impose levy for Private Association Services

The Community Association must impose a levy by notice in writing for a contribution for each Private Association Service on the proprietors of Community Development Lots who are connected to the particular Private Association Service for:

- (a) usage charges; and
- (b) repair, maintenance, renewal and replacement.

2.2.7 Community Association must apportion costs of Private Association Services between proprietors of Community Development Lots

The Community Association must apportion the costs for usage of each Private Association Service between the proprietors of Community Development Lots who are connected to the Private Association Service as follows:

- (a) if meters have been installed, in accordance with meter readings; or
- (b) if meters have not been installed, in accordance with unit entitlement or by some other method

myw

DP271106

which the Community Association determines in all the circumstances more fairly apportions to the cost of the Private Association Service having regard to the relative level of use of that service.

- (c) if metres have been installed to each individual lot, and Dubbo Regional Council according to their Water Policy charges each lot by unit entitlements, then the Community Association must not apportion the costs for usage of each Private Association Service between the proprietors of Community Development Lots who are connected to the Private association Service.

2.2.8 Community Association must apportion costs of repair of Private Association Services between proprietors of Community Development Lots

The Community Association must apportion the costs of repairing, maintaining, renewing and replacing each Private Association Service between the proprietors of Community Development Lots who are connected to the Private Association Service in accordance with relative unit entitlements.

2.2.9 Community Association may discontinue supply of Private Association Services

The Community Association may discontinue supply of a Private Association Service to a proprietor of a Community Development Lot if that user has failed to pay a levy under By-Law 2.2.6 by the date specified in the levy notice until the levy is paid, but only if the Community Association has served on the user a notice which demands payment within 21 days from the date of service of the notice and which warns that the supply may be discontinued, and that period has expired.

2.2.10 Community Association may impose interest charges

Where payment of a levy referred to under By-law 2.2.6 remains outstanding, the Community Association may impose interest charges on the proprietor of the Community Development Lot to which the outstanding levy relates, at the current commercial lending rate and for the period that the levy remains unpaid.

2.3 CARPARKING - RESTRICTED USE

2.3.1 Use of carparking spaces

The carparking spaces located in the Community Association Property and identified on the Carparking plan are provided for visitors to Lakeview at Southlakes.

Proprietors or occupiers of the Community Development Lots are not permitted to park vehicles of any form in the allocated visitor spaces.

PART 3

MANDATORY MATTERS

3.1 ACCESS WAYS

3.1.1 All Access Ways are Private Access Way

All roadways within Lakeview at Southlakes shall be Private Access Way.

3.1.2 Location of Access Way

The location of the Private Access Way is shown in the Access Way Plan. There are no open access ways.

3.1.3 Use of Private Access Way

The Private Access Way shall be available for the use of:-

- (a) members of the Community Association and their guests;
- (b) occupants or tenants of dwellings on Community Development Lots and their guests;
- (c) service authorities and their nominated sub-contractors for the repair and maintenance of their service, which may include but shall not be limited to:
 - (i) Dubbo Regional Council for water supply, sewer and stormwater drainage;
 - (ii) Essential Energy for power;
 - (iii) Australia Post and its subcontractors for mail deliveries and collection; and
 - (iv) service contractors approved by the Community Association for the repair and maintenance of services (which may include any of the services particularised in By-Law 3.1.3(c)(i) to (iv) inclusive which are not repaired or maintained by any service authority as shall be deemed necessary from time to time).
- (d) In addition to the nominated service authorities and other approved users of the Private Access Way, certain "authorised persons" are permitted to enter the access way for the purpose of exercising a function that they could have exercised if the Private Access Way was a public road. "Authorised Persons" include:
 - (i) police; and
 - (ii) emergency services personnel.



3.1.4 Emergency Services Access

Vehicular access to the Private Access Way for the “authorised persons” shall be available from the Alexandrina Avenue entrance gates.

3.1.5 Maintenance of Private Access Ways

The Community Association shall be responsible for the maintenance of the Private Access Way.

3.1.6 Control and Management of Private Access Ways

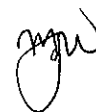
- (a) The Community Association will have the control and management of the Private Access Way.
- (b) The Community Association may nominate a third party to maintain the surface and curtilage of the Private Access Way to ensure:
 - (i) the surface of the access way is in good and safe condition;
 - (ii) silt, leaves, grass clippings and other rubbish are regularly removed from the access way; and
 - (iii) trees and shrubs are clipped if necessary to maintain safe sight distances.
- (c) The Community Association will determine an annual deposit to be placed in the sinking fund for the maintenance of the access way.
- (d) The Community Association may erect signage to advise motorists of:
 - (i) permissible speed limits;
 - (ii) parking and set down areas;
 - (iii) direction of traffic flows; and
 - (iv) any other reasonable signage deemed necessary by Community Association.
- (e) In any case, the maximum permissible speed a vehicle may travel on the Private Access Ways is 10 kilometres per hour.

3.1.7 Speed Limit on Private Access Ways

All Private Access Ways within Lakeview at Southlakes shall be speed limited to 10 kilometres per hour and it shall not be lawful for any vehicular traffic, nor shall any vehicular traffic be permitted, to travel along any such Private Access Ways at a speed greater than 10 kilometres per hour.

3.1.8 Rules of use of Private access Ways

- (a) The Community Association can make rules for the use of the Private Access Way.
- (b) With the exception of the speed limit on the Private Access Way, which is limited to a maximum of 10 kilometres per hour, normal Traffic Laws and rules apply to the use of the Private Access Way.



3.2 COMMUNITY ASSOCIATION, COMMUNITY PROPERTY AND SPECIAL FACILITIES

3.2.1 Community Association responsible for control of Community Property

The Community Association is responsible for the control, management and maintenance of the Community Property in accordance with the Management Act.

3.2.2 Community Association may make Rules for use of Community Property

The Community Association is entitled to make Rules relating to use of the Community Property but such Rules are subject to the By-Laws and shall not impede any express rights in relation to the use of Community Property or the operation of Lakeview at Southlakes in accordance with the theme and objectives set out in By-Law 1.1.

3.2.3 Community Association may contract to provide management services

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

3.2.4 Community Association to levy a contribution for Community Property

The Community Association shall levy a contribution on its members for all costs associated with its responsibilities for the Community Property.

3.2.5 Recreation Area

With respect to the Recreation Area:-

- (a) The Community Association shall maintain the recreation area so that it is attractive and in conformity with the Architectural and Landscape Standards;
- (c) subject to the provisions of this By-Law 3.2.5, the swimming pool, clubhouse, barbeque areas and surrounding garden may be used in accordance with the Rules for the purpose made by the Community Association under By-Law 3.2.2 from time to time and such permitted uses may be published on the Community Notice Board;
- (c) occupiers of the lots in Lakeview at Southlakes may book the use of the swimming pool, clubhouse, barbeque areas and surrounding garden areas for private functions by application to the Community Association.

3.2.6 Community Association to maintain Roadside Verges

With respect to Roadside Verges the Community Association shall landscape and maintain the Roadside Verges throughout the Community Parcel so that they are attractive and in conformity with the Architectural and Landscape Standards.

3.2.7 Community Association to maintain Retaining Walls

The Community Association shall be responsible to maintain any Retaining Walls located within Community Property.



3.2.8 Community Association to Maintain Community Property

With respect to all other Community Property:-

- (a) The Community Association shall maintain any other part of the Community Parcel that is or may become Community Property so that it is in conformity with the Architectural and Landscape Standards.

3.2.9 Swimming Pool

With respect to the swimming pool:-

- (a) The Community Association shall maintain the swimming pool so that it is clean and attractive, in useable condition and in conformity with the Architectural and landscape standards;
- (b) The swimming pool will be open each day from 6am to 10 pm for use by an occupier of a Community Development Lot within the Community Scheme (or their guests providing they are at all times in the company of the occupier of the Lot) and any other persons who may from time to time be authorised to use the pool by the Executive Committee of the Community Association.
- (c) The swimming pool pump and filter is not permitted to operate outside of the following hours:-

Monday to Saturday	7am to 8pm, and
Sundays and Public Holidays	8am to 8pm.

- (d) No glass is permitted within the swimming pool fenced enclosure.
- (e) The Community Association shall ensure that a warning notice is erected and displayed in a prominent position within the immediate vicinity of the swimming pool bearing the following notice:-

“Young children must be supervised when using this swimming pool”.

- (f) The Community Association shall ensure that a notice is erected and displayed in a prominent position within the immediate vicinity of the swimming pool bearing the details of prescribed resuscitation techniques for adults, children and infants.
- (g) Subject to the provision of this By-law 3.2.9, the Swimming Pool may be used in accordance with the rules made by the Executive Committee of the community association from time to time, such rules should be published on the community Notice Board.
- (h) The Swimming Pool must comply with registration and certification requirements under the Swimming Pools Act 1992.



3.3 USE BY COMMUNITY ASSOCIATION OF COMMUNITY PROPERTY

3.3.1 Community Association responsible for certain repairs

The Community Association shall be responsible for the repair and maintenance of the Private Access Way, the recreation areas, the roadside verges, the open space areas, the retaining walls and associated sub-soil drains, the landscaped areas around the perimeter of the property and the access gates and fences located on Community Property.

3.3.2 Community Association to levy its members

The Community Association shall levy a contribution on its members for all costs associated with its responsibilities for the Private Access Way, the recreation area, the swimming pool, the club house, the roadside verges and the open space areas which form part of Community.

3.3.3 Members shall consent to use by Community Association of Private Access Ways etc.

All members of the Community Association shall consent to the use by the Community Association of the Private Access Way, the recreation area, all roadside verges and open space areas which form part of Community Property.

3.4 FENCING

- (a) Subject to this By-Law, provision of and payment for any fencing on Association Property and between adjoining Community Development Lots is governed by the Dividing Fences Act 1991.
- (b) The fences constructed on the external boundaries of Association Property are Community Property and their maintenance is the responsibility of the Community.

3.5 GARBAGE

3.5.1 Rules

The Community Association may make Rules regarding the storage and collection of garbage.

3.5.2 Storage

- (a) Garbage shall be sorted, stored and put out for collection in accordance with the requirements of the Community Association and Council. The Council's requirements prevail if there is any inconsistency.
- (b) All garbage bins are to be stored out of sight on the respective Community Development Lot.

3.5.3 Community Association to contract garbage collection services

The Community Association will contract garbage collection services.



3.6 SERVICES AND STATUTORY EASEMENTS

3.6.1 Prescribed Diagram for Services

This Management Statement includes a Service Works Plan in respect of Service Lines for the following Services owned by Service Providers, the Community Association or the proprietor of a Community Development Lot, which may include:-

- (i) gas as provided in By law 3.6.9;
- (ii) electricity as provided in By law 3.6.7;
- (iii) water as provided in By law 3.6.4;
- (iv) sewer as provided in By law 3.6.5;
- (v) stormwater as provided in By law 3.6.6;
- (vi) telecommunications as provided in by law 3.6.8;
- (vii) retaining walls as provided in By law 3.6.10;
- (viii) subsoil drainage pipe as provided in By law 3.6.10.

3.6.2 Service Providers' Responsibilities

Subject as hereinafter in this By-Law 3.6 provided, the relevant Service Provider, Community Association or Proprietor of a Community Development Lot is responsible for and shall maintain and repair relevant Statutory Services and the associated Service Lines referred to in By-Law 3.6.1.

3.6.3 Community Association to maintain and repair Service Lines

Subject as hereinafter in this By-Law 3.6 provided, the Community Association is responsible for and must maintain and repair Service Lines and any Private Association Services and associated Service Lines within the Community Property.

The Community Association may appoint third parties to carry out the obligations of the Community Association to maintain and repair the Service Lines on the Community Property and allow those third parties to exercise the same rights as the Community Association has for that purpose.

3.6.4 Provision of water service throughout Community Parcel

The potable water supply and fire service water supply Service Lines will be owned and maintained by Dubbo Regional Council up to and including the Council's water meters located in Community Property Lot 1.

The potable water supply Service Lines beyond Council's meter will be owned and maintained as follows:-

- (i) by the Community Association up to and including the private water meters located on the respective Community Development Lots, and
- (ii) by the proprietors of the respective Community Development Lots beyond the water meters on their lots.

The fire service water supply Service Lines beyond Council's meter will be owned and maintained by the Community Association.



Dubbo Regional Council by its employees and contractors shall have the right to enter upon the Community Property for purposes of maintenance, inspections and effect any repairs or renewals of the water service lines and reading the water meters within them.

3.6.5 Provision of sewerage service throughout Community Parcel

Dubbo Regional Council owns and maintains the sewerage mains up to and including the Inspection Points (boundary traps). All sewerage Service Lines beyond the Council Inspection Points will be owned and maintained in the case of Service Lines on Community Development Lots by the proprietors of the respective Community Development Lots or, in the case of Service Lines on Community Property, by the Community Association.

Dubbo Regional Council by its employees and contractors shall have the right to enter upon the Community Property to make inspections and effect any repairs of its sewerage infrastructure.

3.6.6 Provision of stormwater drainage service throughout Community Parcel

The stormwater drainage pipes (and associated pits) crossing through the Community Parcel connecting from Alexandrina Avenue to the Southlakes Drainage Reserve will be owned and maintained by Dubbo Regional Council.

All other stormwater drainage Service Lines (and associated pits) within the Community Parcel will be owned and maintained by the Community Association.

Interallotment stormwater drainage Service Lines (and associated pits), being those pipes and pits which drain stormwater through multiple Community Development Lots, will be owned and maintained by the Community Association.

Other than interallotment stormwater drainage Service Lines and those Private Stormwater Drainage Lines referred to in By-Law 4.9, stormwater drainage Service Lines located within Community Development Lots will be owned and maintained by the respective Community Development Lot owners.

3.6.7 Provision of electricity service throughout Community Parcel

Essential Energy has ownership of and is responsible for maintaining the pad mounted sub-station and high voltage line feeding into the sub-station.

Essential Energy (or other authorised energy service provider from time to time) has ownership of and is responsible for maintaining the distribution board (metering board) located on each Community Development Lot.

The Community Association has ownership of and is responsible for maintaining:-

- Consumer / service mains from the sub-station to the main switchboard,
- Unmetered sub-mains from the main switchboard to the new Pillars,
- The Pillars and associated hardware,
- Individual metered sub-mains from the new pillars up to the boundary of each Community Development Lot,
- Underground pit and pipe system within the Community Association property servicing all dwellings,
- Lighting installed throughout the community parcel.

The proprietors for the time being of each Community Development Lot have ownership of and are responsible for maintaining all electrical reticulation within their respective Community Development Lots.

Essential Energy (or other authorised energy service provider from time to time) will read the electricity meters and determine the electricity consumed on each Community Development Lot and the Community Property. Essential Energy will invoice the proprietor of each Community Development



DP271106

Lot and the Community Association direct for the electricity consumed within each Community Development Lot and the Community Property as measured by the electricity meters. Essential Energy by its employees and contractors shall have the right to enter upon each Community Development Lot and the Community Property for purposes of reading the electricity meters within them.

3.6.8 Provision of telecommunications service throughout Community Parcel

The appointed telecommunications provider will supply, install and maintain telecommunications infrastructure and equipment to enable telecommunications to be supplied to each Community Development Lot.

Ownership of the telecommunications infrastructure is vested in the Community Association up to and including the service connection point to each Community Development Lot. The telecommunications service line beyond the connection point into each lot is to be owned and maintained by the respective proprietors of the Community Development Lots.

3.6.9 Provision of gas service throughout Community Parcel

The Gas Service Line will be owned and maintained by AGL (or the authorised gas authority from time to time) from the point at which they cross the Community boundary and enter dedicated Public Road or dedicated Public Reserve.

The remaining gas supply Service Lines will be owned and maintained by the Community Association up to and including the gas meters located within the respective Community Development Lots and the Community Property Lot. All gas Service Lines beyond the meters will be owned and maintained in the case of Service Lines on Community Development Lots by the proprietors of the respective Community Development Lots or, in the case of Service Lines on Community Property, by the Community Association.

3.6.10 Retaining walls

Retaining walls and any associated sub-soil drains as identified on the Service Works Plan shall be owned and maintained by the Community Association.

The owners and occupiers of Community Development Lots in the Community Scheme shall not cause damage to or use the retaining walls for any purpose that impacts the ongoing effectiveness and primary use of the retaining walls.

3.6.11 Change of location of Service Lines

If a Service Line is shown as a proposed Service Line in the Service Works Plan for the Community Scheme, and it is installed in a position different from that shown in the relevant Service Works Plan, each proprietor of a Community Development Lot and the Community Association shall do all that is necessary under Section 3.7(4) of the Development Act to enable a later Service Works Plan to be registered as an amendment of the Management Statement.

3.6.12 Works by proprietor or occupier of a Community Development Lot

The proprietor or occupier of a Community Development Lot shall not:

- (a) carry out any works which interfere with Services or Private Association Services except with the approval of the Community Association; or
- (b) obstruct access to, overload or damage Services or Private Association Services.

3.6.13 Community Association may add to or discontinue Private Association Services

The Community Association may on the passing of a special resolution:-

- (a) provide other Services as Private Association Services; or



- (b) discontinue the supply of any Private Association Service.

3.6.14 Payment for Services

For abundant clarification where Services are provided to a Community Development Lot and/or the Community Property the proprietor for the time being of the relevant Community Development Lot and the Community Association respectively will pay for such Services.

3.7 INSURANCE

3.7.1 Development Act and Management Act apply

The Development Act and the Management Act contain certain provisions which apply in relation to insurances.

3.7.2 Insurance to be effected by Community Association

Included in the Management Act, but without limitation, are provisions in relation to the insurance required to be effected by a Community Association ("association") to the following effect:-

- (a)
 - (i) An association is guilty of an offence if any building or structure on its association property is not at all times fully insured, with an insurer approved by the Minister, against damage or destruction by fire, lightning, explosion or other prescribed risk (Section 39(1)).
 - (ii) Any such building or structure is to be insured for the value of the building or structure indicated by the last valuation obtained for the building or structure in accordance with Division 3 of the Management Act (Section 39(1A)).
 - (iii) Sub-paragraph (a) (i) above does not apply to an association to the extent that an Adjudicator exempts it from the operation of the subsection (whether or not subject to conditions) on application authorised by a unanimous resolution (Section 39(2)).
- (b)
 - (i) An association is guilty of an offence unless at all times it maintains insurances in accordance with section 40 of the Management Act (Section 40(1)).
 - (ii) The association must effect insurance:
 - (A) in respect of damage to any buildings or structures on association property caused by fire, lightning, explosion or prescribed risk unless the association is exempted from the obligation by the NSW Civil and Administrative Tribunal.
 - (B) in respect of any event against which it is required by law to insure, including any insurance required to be effected under the Workers Compensation Act 1987 (Section 40(2)(a)); and
 - (C) in respect of damage to property and in respect of death and bodily injury (including damage, death and bodily injury occurring on an open access way or a Private Access Way) for which the association could become liable in damages (Section 40(2)(b)); and
 - (D) against damages for which the association could become liable because of work done by a voluntary worker (Section 40(2)(c)); and
 - (E) against accidental injury to, or accidental death of, a voluntary worker (Section 40(2)(d)); and



DP 271106

(F) against the possibility of the members of the association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure (Section 40(2)(e)); and

(G) of any other prescribed class (Section 40(2)(f)).

(iii) The insurance referred to in sub-paragraph (b) above must be effected with an insurer approved by the Minister and (b) for a cover of not less than the prescribed amount or an amount determined as prescribed (Section 40(3)).

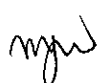
3.7.3 Amount for which insurance is to be effected

- (a) Regulation 16 provides that for purposes of Section 39 of the Management Act the amount for which insurance is to be effected against damage to association property or a building on association property of an association 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 (a);
 - (iv) the estimated amount by which expenditure referred to in paragraphs (a), (b) and (c) may increase during the period of 18 months following the date of the contract of insurance.
- (b) Regulation 17 provides that:-
- (i) the prescribed amount of cover for insurance referred to in Section 40(2) (b) of the Management Act is \$10,000,000; and
 - (ii) the prescribed amount of cover for other insurance referred to in, or prescribed under, section 40 (2) of the Act is the amount determined by resolution of the association.

3.7.4 Insurance of Dwellings

In addition to the provisions of the Development Act and the Management Act the following by-laws apply:-

- (i) All buildings on development lots must be insured to their replacement value,
- (ii) The proprietors of Community Development Lots must provide the Community Association with a copy of their certificate of currency of the insurance referred to in sub-clause 3.7.4 (i) on a 12 monthly basis,
- (iii) If a proprietor of a Community Development Lot does not satisfy its obligations referred to in sub-clauses 3.7.4 (i) and (ii), the Community Association may give the proprietor of that Community Development Lot written advice of its intention to effect the required insurances on behalf of the proprietor of that Lot if the certificate is not produced within a further 14 days,
- (iv) The Community Association is authorised to take appropriate action to recover the costs of effecting the insurances referred to in sub-clause 3.7.4 (iii) from the proprietor of the Community Development Lot for which the insurance has been provided.



The Community Association shall review, on an annual basis:

- (a) all insurances effected by it; and
- (b) the need for new or additional insurances.

3.7.6 Insurances at Annual General Meeting

Notice of an Annual General Meeting shall:

- (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended;
- (b) include a form of motion to decide whether amounts determined as contributions to the administrative fund and sinking fund should be confirmed or varied, and
- (c) (unless the Executive committee otherwise resolves) for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.

3.7.7 Increase in risk

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 or the Community Association.

3.7.8 No prejudice to insurance

A proprietor or occupier of a Community Development Lot shall not, except with the approval of the Community Association do anything that might:

- (a) void or prejudice insurance effected by the Community Association; or
- (b) increase any insurance premium payable by the Community Association.

3.7.9 Community Association may enter Community Development Lot

Subject to giving notice in accordance with section 60(2) of the Management Act, the Community Association and persons authorised by it may, after giving notice to the proprietor or the occupier of a Community Development Lot, enter that Community Development Lot to maintain, repair, alter, add to, increase the capacity of or renew Services.

3.7.10 Community Association must estimate contributions to its Administrative Fund

Pursuant to Section 13(1)(b) of Schedule 1 to the Management Act an association must estimate how much money it will need to credit to its administrative fund to provide for payment of insurance premiums.



3.8 EXECUTIVE COMMITTEE

Division 2 of Part 2 of the Management Act applies in relation to the Executive committee, as well as the following By-Laws:

- (a) The Executive committee shall erect and maintain a notice board on some prominent part of the Community Property.
- (b) The Secretary or the member of the Executive committee who convenes a meeting shall notify all members of the Executive committee in writing with not less than 7 days notice and, for not less than 48 hours immediately before the Executive committee holds a meeting, display on the notice board:
 - (i) the notice of intention to hold the meeting;
 - (ii) the proposed agenda for the meeting; and
 - (iii) the location of the meeting.
- (c) The agenda for a meeting shall include details of all business to be dealt with at that meeting.
- (d) No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- (e) A proprietor of a Community Development Lot may attend a meeting of the Executive committee but that person may not address the meeting unless authorised by the Executive committee.
- (f) A copy of the minutes of the meeting will be displayed on the notice board.

mpw

PART 4

OPTIONAL MATTERS

4.1 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR VISITORS

4.1.1 Authorised Visitors to comply with By-Laws

A proprietor or occupier of a Community Development Lot shall take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws as if that Authorised Visitor were a proprietor or occupier of a Community Development Lot.

4.1.2 Authorised Visitor may be required to leave on non-compliance with By-Laws

If an Authorised Visitor does not comply with the By-Laws then the Manager or the relevant proprietor or occupier shall withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.

4.1.3 Persons shall not be allowed to do things prohibited by By-Laws

If the By-Laws prohibit a proprietor or occupier of a Community Development Lot from doing a thing, the proprietor or occupier shall not allow or cause another person to do that thing.

4.1.4 Proprietors and occupiers responsible for actions of guests

The proprietor or occupier of a Community Development Lot will at all times be responsible for the safety and actions of their guests and for the payment of any costs associated with damages to Community Property caused by their guests.

4.2 RESTRICTIONS ON USE OF COMMUNITY PROPERTY AND COMMUNITY DEVELOPMENT LOTS

4.2.1 Restricted matters

A proprietor or occupier of a Community Development Lot shall not do or permit any of the following on any part of the Community Scheme except as may be specifically allowed hereunder:

- (a) except with the approval of the Community Association and where required, Dubbo Regional Council, construct, install or maintain on or in a Community Development Lot any thing which can be seen from outside the Community Development Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Community Development Lot;
- (a) park a vehicle, except in a designated parking space;
- (b) allow any un-roadworthy or unregistered vehicles to be brought onto Association Property or a Community development Lot
- (c) park a boat, trailer or caravan on the Community Parcel other than on the Community Development Lot owned or occupied by that proprietor or occupier;



- (d) park on a Community Development Lot a vehicle in excess of 3 tonnes except for the purpose (and during the time when the vehicle is engaged in) making deliveries or collecting items from the Community Development Lot;
- (e) erect any garden shed, greenhouse, animal house or other utility structure on a Community Development Lot without prior written approval of the Executive committee;
- (f) allow dogs to be on Community Property without a leash;
- (g) keep more than two animals as pets, other than fish in tanks, on the community development lot at any time except with the prior written permission of the Community Association;
- (h) erect any additional clothes line or hoist or hang clothes on a clothes line or hoist;
- (i) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of a proprietor or occupier of the Community Parcel or of any person lawfully using Community Property; or
- (j) obstruct lawful use of Community Property by any person;
- (k) be inadequately clothed or use language or behave in a manner likely to cause offence or embarrassment to a proprietor or occupier of any part of the Community Parcel or to any person lawfully using Community Property;
- (l) use the Community Development Lot for any purpose that may impugn the good reputation of the Community Scheme or contravene the theme established under By-Law 1.1;
- (m) damage any lawn, plant, tree or garden forming part of or situated on Community Property or use for the proprietor's or occupier's private purpose as a garden any part of the Community Property;
- (n) interfere with damage or deface Community Property or remove any article from the Community Property placed there by direction or authority of the Community Association and shall use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged;
- (o) interfere with the operation of any equipment installed in or on the Community Property;
- (p) except with the prior written approval of the Executive committee, construct, install or attach:
- (i) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - (ii) any solar energy collector panels and equipment associated with them;
 - (iii) any energy conservation equipment; or
 - (iv) a solar hot water system and equipment associated with it

to the outside of any building on a Community Development Lot or the outside of any building containing a Community Development Lot or a structure on a Community Development Lot.



4.3 MAINTENANCE OF A LOT

4.3.1 Maintain Community Development Lot clean and tidy

The proprietor or occupier of a Community Development Lot shall keep the Community Development Lot clean and tidy and in good repair and condition including, but without limitation by not:-

- (a) permitting the growth of grass or weeds to a height greater than 15 centimetres; and
- (b) maintaining or storing untidy, unsightly or unhealthy accumulations of rubbish, old, unused or out of order plant, motor vehicles or machinery or other materials; and
- (c) permitting the accumulation of materials which may constitute a fire hazard; and
- (d) permitting the accumulation of refuse.

4.3.2 Notice of compliance with By-Law

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

4.3.3 Community Association to maintain certain landscaped areas

- (a) The Community Association will be responsible for the ongoing maintenance of all front garden areas located within the community development lots that have been installed by the original proprietor. The maintenance standard of the hereto referred front gardens areas will be in accordance with the approved Landscaping Plans and standards or a variation as approved by the Executive committee of the association.

4.4 SECURITY OF LAKEVIEW AT SOUTHLAKES

4.4.1 No Direct Access to Drainage Reserve

To maintain the security of the Community Scheme overall and for individual Community Development Lots within the Lakeview at Southlakes, the owners or occupiers of those Community Development Lots with direct frontage to Council's westerly adjoining Drainage Reserve shall not construct or cause any form of gate or opening for direct access from their respective Community Development Lots to the Drainage Reserve.

4.4.2 No Direct Access to adjoining public roads

To maintain the security of the Community Scheme overall and for individual Community Development Lots within the Lakeview at Southlakes, the owners or occupiers of those Community Development Lots with direct frontage to Alexandrina Avenue and Boundary Road shall not construct or cause any form of gate or opening for direct access from their respective Community Development Lots to those roads.

4.5 OBLIGATIONS OF PROPRIETORS AND OCCUPIERS

4.5.1 Proprietor to comply with By-Laws

A proprietor or occupier of a Community Development Lot shall at the proprietor's or occupier's own expense promptly comply with all laws and By-Laws relating to the Community Development Lot including, without limitation, any requirements, notices and orders of Council.

myw

4.5.2 Proprietor to notify Executive committee of damage to Community Property

A proprietor or occupier of a Community Development Lot shall promptly notify the Executive committee of any damage to or defect in the Community Property or any property vested in the Community Association.

4.5.3 Proprietor to compensate Community Association for damage to Community Property

The proprietor or occupier of a Community Development Lot is liable to compensate the Community Association in respect of any damage to the Community Property or property vested in the Community Association caused by that proprietor or occupier or any lessee, licensee or invitee of that proprietor or occupier.

4.5.4 Proprietor to pay levies by Community Association for Community Development Lot

A proprietor of a Community Development Lot shall pay all levies imposed by the Community Association pursuant to the Management Statement or pursuant to the Management Act in accordance with any requirements prescribed in the Management Act.

4.5.5 Registered Proprietor's obligations

The registered proprietor of a Community Development Lot shall be obliged to ensure:-

- (a) the Community Association is advised in writing of any third party leasing arrangement of their lot; and
- (b) any Managing Agent responsible for managing the third party lease of their lot is provided with a copy of this Management Statement and such Managing Agent is made aware of a tenant's obligations and responsibilities under the Management Statement; and
- (c) any tenant or occupier of their lot is notified and made aware of their obligations and responsibilities under the Management Statement.

4.6 RIGHT OF COMMUNITY ASSOCIATION TO ENTER INTO AGREEMENTS INCLUDING THE MANAGEMENT AGREEMENT

4.6.1 Management

The Community Association may, subject to this Management Statement, contract with persons to:

- (a) provide management, operational maintenance, recreational facilities or other services in connection with Community Property;
- (b) provide services, amenities or recreational facilities to the proprietors or occupiers of Community Development Lots; and
- (c) provide other services or amenities to Community Property or the proprietors and occupiers of the Community Development Lots.



4.7 RULES

4.7.1 Community Association may make Rules

Subject to By-Law 4.7.2:

- (a) The Community Association may, by Ordinary Resolution, make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation, the control, management operation and use of any Access Way under its control.
- (b) The Community Association may at any time add to or alter the Rules.
- (c) Rules bind proprietors of Community Development Lots, Authorised Visitors, occupiers and mortgagees in possession and lessees of Community Development Lots.

4.7.2 Rules must not be inconsistent with Management Act, Development Act or the By-Laws

The Community Association may, not make a Rule or add to or alter a Rule so that it becomes inconsistent or in conflict with the Management Act, the Development Act or the By-Laws.

4.7.3 Rules and By-Laws

If prepared, the Rules and By-Laws shall become Rules and By-Laws for the Community Scheme and will bind:-

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

4.8 WORK HEALTH AND SAFETY

4.8.1 Provide a Safe and Healthy Workplace

A Proprietor or occupier of a Community Development Lot shall secure and promote the health, safety and welfare of people at work on Community Property by –

- a) Taking all reasonable precautions to protect people at work and others on Community Property against risks to health or safety arising out of the activities of persons at work,
- b) Ensuring that risks to health and safety on Community Property are identified, assessed and eliminated or controlled. Risks arising out of the activities of persons at work include risks attributable to:
 - the manner of conducting an undertaking, or
 - the plant or substances used for the purposes of an undertaking, or
 - the condition of premises (or any part of premises and extending to the means of access to or exit from) used for the purposes of an undertaking.
- c) Providing for the consultation and co-operation between stakeholders to ensure Community Property is safe and without risk to health



4.8.2 Fire Safety and Emergency Evacuation Procedures

A Proprietor or occupier of a Community Development Lot shall minimize the risk of harm to people and property posed by a fire on Community Property by –

- a) Arranging inspections by a competent person for the purposes of fire safety compliance with environmental and planning legislation,
- b) Ensuring the work required, if any is carried out to ensure fire safety compliance,
- c) Ensuring that fire safety measures and fire fighting equipment are adequate,
- d) Ensuring that Emergency Procedures are in place for the safe evacuation of persons in the event of an emergency.

4.9 PRIVATE STORMWATER DRAINAGE EASEMENTS

4.9.1 Private Stormwater Drainage Easement

A Private Stormwater Drainage Easement means an easement over any roof, roof guttering, downpipe or underground drainage pipe that is located within the boundaries of a Community Development Lot and which conveys stormwater from the adjoining Community Development Lot.

4.2.2 Easements Over Private Stormwater Lines

For the purposes of this Management Statement, a Private Stormwater Drainage Easement will be created over any roof, roof guttering, downpipe or underground drainage pipe to effect the following:-

- (iv) To permit stormwater to drain from a Community Development Lot over an adjoining Community Development Lot on a roof, in roof guttering, downpipes and underground drainage pipe,
- (v) To permit the proprietor or occupier of the benefitting Community Development Lot from which the aforementioned stormwater enters the adjoining servient Community Development Lot with any tools, implements, or machinery necessary for the purposes of maintenance or replacement of that roof, roof guttering, downpipes and underground drainage pipe, provided that the benefitting party will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition



PART 5

BY LAWS REQUIRED BY PUBLIC AUTHORITY


5.1 COMMUNITY ASSOCIATION TO MAINTAIN FIRE HYDRANT SYSTEM

The Community Association shall ensure that:-

- (a) the internal fire hydrant system serving Lakeview at Southlakes is inspected, tested and maintained on at least an annual basis, and
- (b) the testing undertaken verifies that the system is capable of performing to the standard to which it was designed and installed, and
- (c) it keeps records of the annual testing and compliance evidence required under this By-Law 5.1.

5.2 STORMWATER AND SANITARY DRAINAGE

All common stormwater and sanitary drainage pipework constitutes common property and the ownership and maintenance of such pipework is vested in the Community Association.



PART 6

DEFINITIONS

6.1 DEFINITIONS, INTERPRETATION AND GENERAL

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

"Access Way" means an Open Access Way or a Private Access Way shown on any Access Way Plan which may be registered in connection with this Management Statement as amended from time to time.

"Animal" means an animal, reptile, insect or bird.

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

"Architectural and Landscape Standards" means any standards concerning architecture and landscaping within the Community Parcel prescribed by the Community Association for the Community Scheme as amended from time to time.

"Authorised Visitor" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Community Development Lot, the Community Association.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on a Community Development Lot or Community Property.

"By-Law" means a By-Law in the Management Statement.

"Community Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

"Community Development Lot" means a lot in the Community Plan which is not Community Property.

"Community Parcel" means the land the subject of the Community Scheme and which is to be named "Lakeview at Southlakes".

"Community Plan" means the deposited plan registered with this Management Statement.

"Community Property" means the lot shown in the Community Plan as Community Property, as may be added to or amended from time to time, and includes without limitation, the recreation area, the swimming pool, the clubhouse, all roadside verges, pedestrian access ways, and all open space areas.



"Community Scheme" means:

- (a) the subdivision of the Community Parcel by the Community Plan; and
- (b) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Community Association, Community Property, and persons having interests in, or occupying Community Development Lots.

"Community Titles Legislation" means the Development Act and the Management Act.

"Council" means the Dubbo Regional Council

"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 Private Association 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.

"Development Conditions" means:

- (a) all damage to or interference with the Community Parcel must be made good at the expense of the Developers as soon as possible after that damage or interference occurs;
- (b) the interference with the use or enjoyment by proprietors or occupiers of Community Development Lots or of the Community Property must, insofar as it is consistent with the carrying out of Development Activities, be kept to a minimum; and
- (c) on completion from time to time of Development Activities the relevant Community Parcel must be left in a clean and tidy condition.

"Development Rights" means:

- (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 (or arrange installation of) Services on Community Property;
- (e) **Right to Connect Services** - the right to connect Services within the Community Property;



- (f) **Right to Attach Signs** - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property;
- (g) **Right to Conduct Sales** - the right to conduct Sales Activities on the Community Property.

"Electricity Provider" means Essential Energy (for so long as it supplies electricity to the Community Parcel and any electricity supply authority which subsequently supplies or reticulates (or both) electricity to the Community Parcel.

"Executive committee" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"First Annual Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Function" includes a power, authority and duty.

"General Meeting" means an annual general meeting; or a special general meeting of the Community Association.

"Lakeview at Southlakes" means the Community Parcel the subject of this Community Management Statement.

"Landscape Construction" means any landscaping on a Community Development Lot or Community Property.

"Landscape Modification" means any modification, alteration or addition made on or to an existing landscaped area on a Community Development Lot or Community Property.

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

"Management Statement" means this community management statement as from time to time added to, modified or amended in accordance with the Community Titles Legislation.

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

"Minister" means the Minister for Land and Water Conservation.

"New Construction" means building work that is intended to be carried out on a Community Development Lot or Community Property.

"Open Access Way" means an open access way, if any, set apart under section 41 of the Development Act.

"Open Space Area" means those parts, if any, of the Community Parcel intended as passive recreation or communal open space areas.

"Ordinary Resolution" has the same meaning as is contained in the Management Act.

"Original Proprietor" means Maas Group Property No 8 Pty Limited (ABN 86 614 957 087), or its assigns, until such time as Maas Group Properties No 8 Pty Limited, or its assigns ceases to be the proprietor of any Community Development Lot, and thereafter means the Executive committee of the Association.

"Prescribed Diagram" has the meaning given to it in section 36 of the Development Act.

"Private Access Way" means a private access way set apart under section 44 of the Development Act.



DPZ/1106

"Private Association Service" means any Service in the Community Parcel which is not a Statutory Service.

"Regulation" means a Regulation made under the Community Land Management Act Regulations 1990.

"Road" means a public road within the Community Parcel, and comprises, without limitation, kerbing and guttering, but does not include the Roadside Verges, or all, if any, Open Access Ways or Private Access Ways.

"Road Maintenance" means the construction, repair and maintenance by Council of a Road.

"Roadside Verges" means that part of the Community Property situated between a public road, open access or private access and a Community Development Lot.

"Rules" means the rules made under By-Law 4.6.

"Secretary" means the secretary of the Executive committee.

"Service" includes:

- (a) the supply of water and electricity;
- (b) the provision of sewerage and drainage;
- (c) the provision of telephone, cable or satellite television, or other communication means; and
- (d) any other facility, supply or transmission:

but does not include any service, facility, supply or transmission which the Manager is or may be entitled or obliged to render.

"Service Line" means a pole, pipe, wire, cable, or other device by means of which a Service is or is to be provided.

"Service Provider" means any statutory or governmental authority that provides a Service to the Community Parcel such as, without limitation, the Council, a Telecommunications Provider, an Electricity Provider, a Water Provider and any authorities or corporations assuming their Functions.

"Service Works Plan" has the meaning given to it in section 36 of the Development Act.

"Special Facilities" means any Special Facilities provided on the Community Property or under the control of the Community Association including, without limitation, any Special Facilities expressly referred to in any By-Law dealing with Special Facilities.

"Special Resolution" has the same meaning as is contained in the Management Act.

"Standards" mean Architectural and Landscape Standards.

"Statutory Service" means a Service in the Community Parcel provided by a Service Provider.

"Telecommunications Provider" means any telecommunications carrier which supplies telecommunications services to any part of the Community Parcel.

"Traffic Control Facility" has the same meaning as it has in the Traffic Act, 1909.

"Traffic Laws" means the Traffic Act, 1909 and the Motor Traffic Regulations, 1935.

"Unanimous Resolution" has the same meaning as is contained in the Management Act.



6.1.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument, By-Law or matter regulated by a By-Law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

SIGNATURES, CONSENTS AND APPROVALS

DATED 25 day of July 2017

EXECUTED on behalf of **Maas Group Properties**)
No 8 Pty Limited ABN 86 614 957 087 by the)
authorised person whose signatures appear below)
pursuant to Section 127 of the Corporations Act)

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence.

Signature of witness: Matthew
Name of witness: MATTHEW G THORNE
Address of witness: 167 R BURRAWAY RD
DUBBO

Certified correct for the purposes of the Real Property Act 1900 by the owner.

SIGNED by: **Louise Margaret Sullivan** as attorney for Maas Group Properties No 8 Pty Limited under power of attorney registered Book 4725 No 180

[Signature]
(Signature)

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

DP271106

SIGNATURES, CONSENTS AND APPROVALS

DATED

day of

2017

~~THE COMMON SEAL of MAAS GROUP)
PROPERTIES NO 8 PTY LIMITED)
(ABN 86 614 957 087) is affixed in accordance)
with its articles of association in the presence of)~~

Signature: _____

Signature: _____

Name: _____

Name: _____

Position Held: DIRECTOR

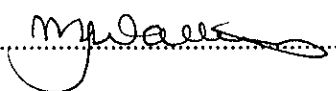
Position Held: DIRECTOR

CERTIFICATE OF APPROVAL

It is certified:-

- (a) that the consent authority has approved of the development described in Development Application No 2016-445; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 20 July 2017

Signature on behalf
of consent authority: 



PART 7

PRESCRIBED DIAGRAM (SHEETS 37 AND 38)

See accompanying Service Works Plan showing statutory easements.

ACCESS WAY PLAN (SHEET 39)

See accompanying Access Way Plan.

CARPARKING PLAN (SHEET 40)

LANDSCAPING PLAN (SHEET 41)

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



16.8.2017

Handwritten signature



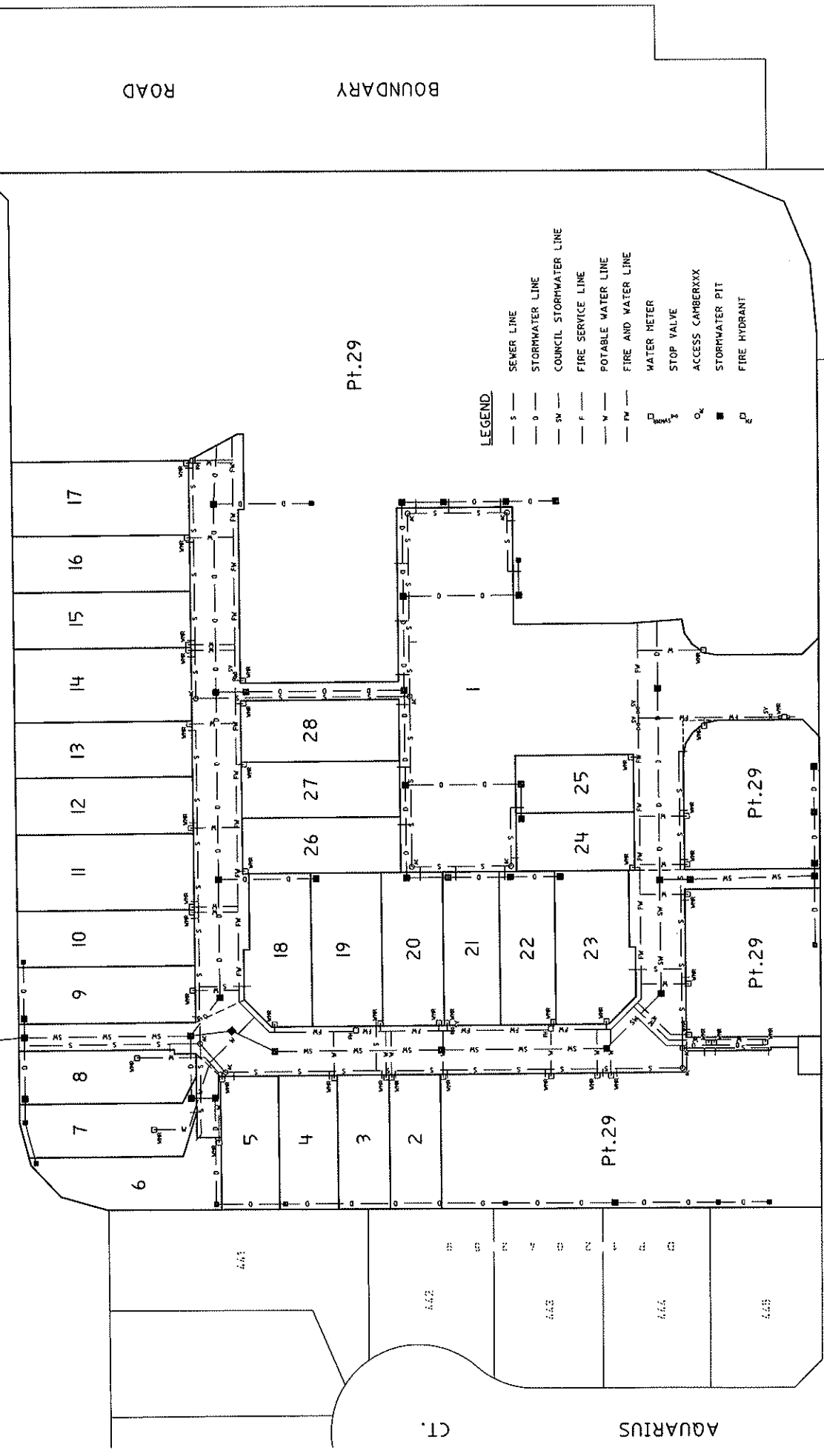
SERVICE WORKS PLAN

SHEET 1 OF 2

1728
DP 1021037

DRAINAGE

RESERVE



ALEXANDRINA

AVENUE

mywade

REGISTERED

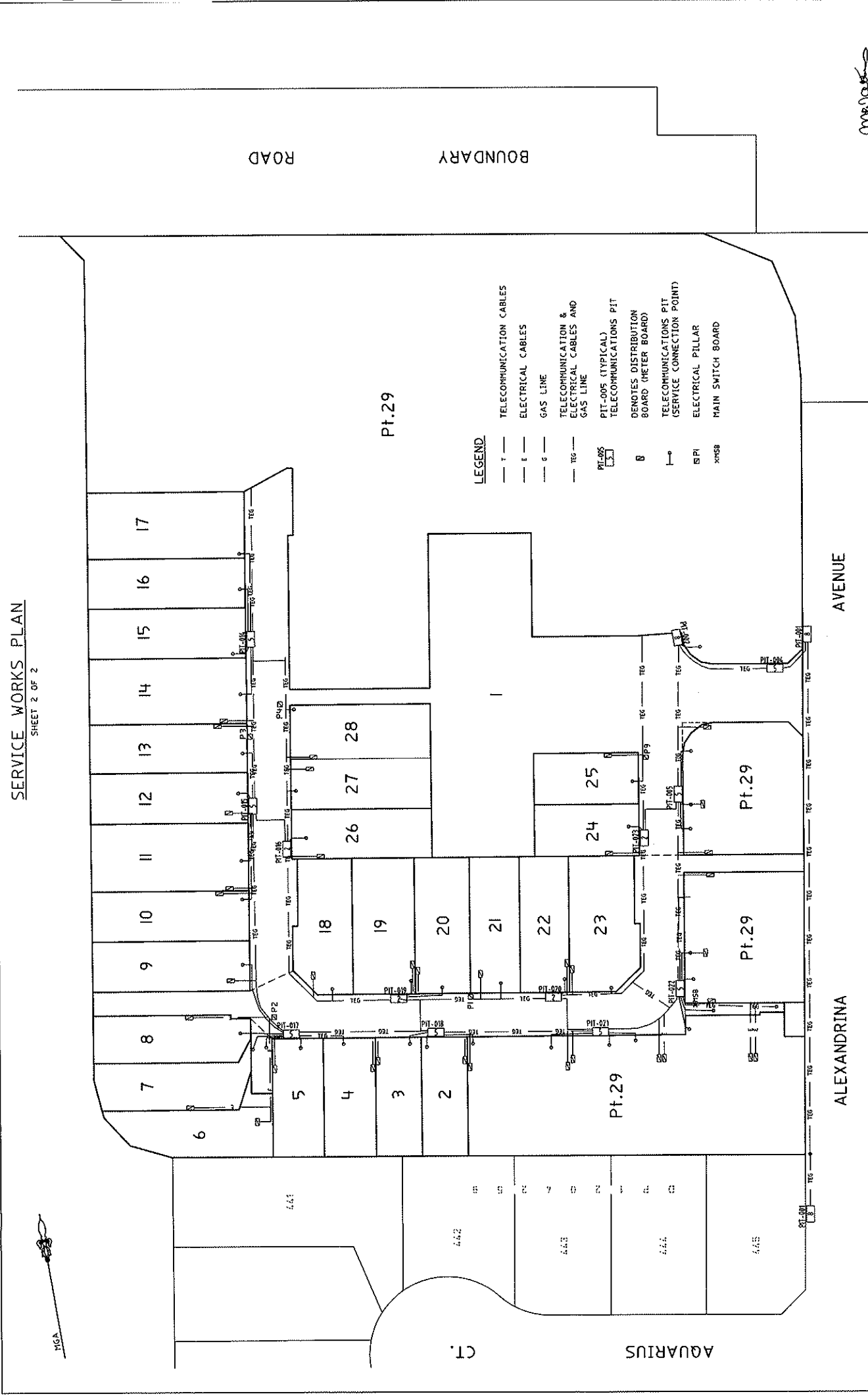


16.8.2017

PLAN OF SERVICES WITHIN
"LAKEVIEW AT SOUTHLAKES"
ALEXANDRINA AVENUE, DUBBO

DP271106

SERVICE WORKS PLAN
SHEET 2 OF 2



myd

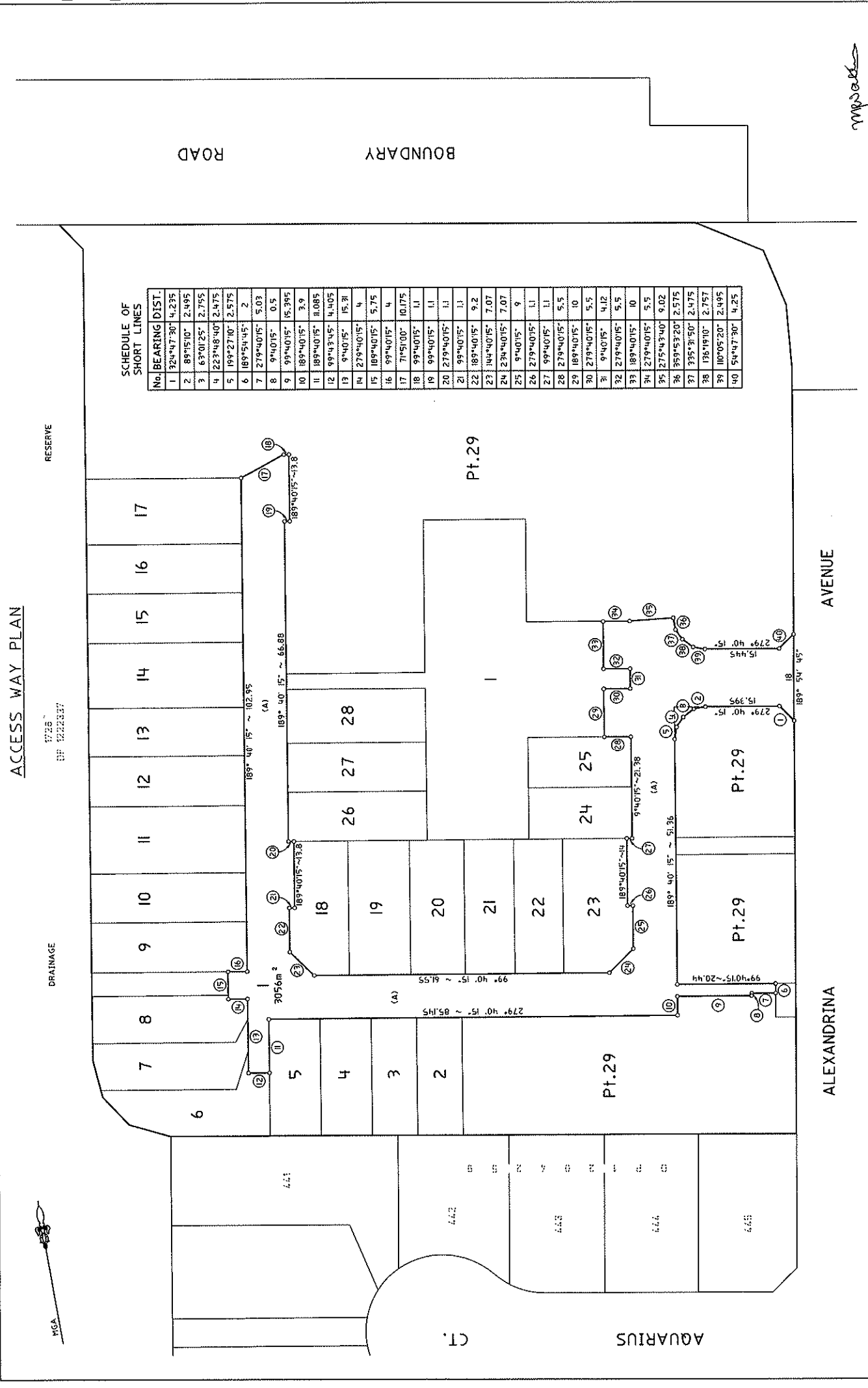
PLAN OF SERVICES WITHIN
"LAKEVIEW AT SOUTHLAKES"
ALEXANDRINA AVENUE, DUBBO

16.8.2017

REGISTERED



DP271106



SCHEDULE OF SHORT LINES

No.	BEARING	DIST.
1	32°47'30"	4.235
2	89°15'10"	2.495
3	63°01'25"	2.755
4	223°48'40"	2.475
5	194°27'10"	2.575
6	189°54'45"	2
7	279°40'15"	5.03
8	9°40'15"	0.5
9	99°40'15"	15.395
10	189°40'15"	3.9
11	189°40'15"	11.085
12	99°43'45"	4.405
13	9°40'15"	15.31
14	279°40'15"	4
15	189°40'15"	5.75
16	99°40'15"	4
17	71°51'00"	10.175
18	99°40'15"	1.1
19	99°40'15"	1.1
20	279°40'15"	1.1
21	99°40'15"	1.1
22	189°40'15"	9.2
23	144°40'15"	7.07
24	234°40'15"	7.07
25	9°40'15"	9
26	279°40'15"	1.1
27	99°40'15"	1.1
28	279°40'15"	5.5
29	189°40'15"	10
30	279°40'15"	5.5
31	9°40'15"	4.12
32	279°40'15"	5.5
33	189°40'15"	10
34	279°40'15"	5.5
35	275°43'40"	9.02
36	359°53'20"	2.575
37	335°3'50"	2.475
38	136°19'10"	2.757
39	110°05'20"	2.495
40	54°47'30"	4.25

PLAN OF PRIVATE ACCESSWAY WITHIN "LAKEVIEW AT SOUTHLAKES" ALEXANDRINA AVENUE, DUBBO

REGISTERED 16.8.2017

DP271106

THIS PLAN ILLUSTRATES PRIVATE ACCESS WAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

(A) - DENOTES PRIVATE ACCESS WAY

MANAGEMENT STATEMENT

DRAINAGE RESERVE

1728
BPP 1222337

MGA




ALEXANDRINA

AVENUE

Handwritten signature

[CP-1] ~ DENOTES COMMUNITY ASSOCIATION PARKING SPACE

REGISTERED



16.8.2017

CARPARKING PLAN
"LAKEVIEW AT SOUTHLAKES"

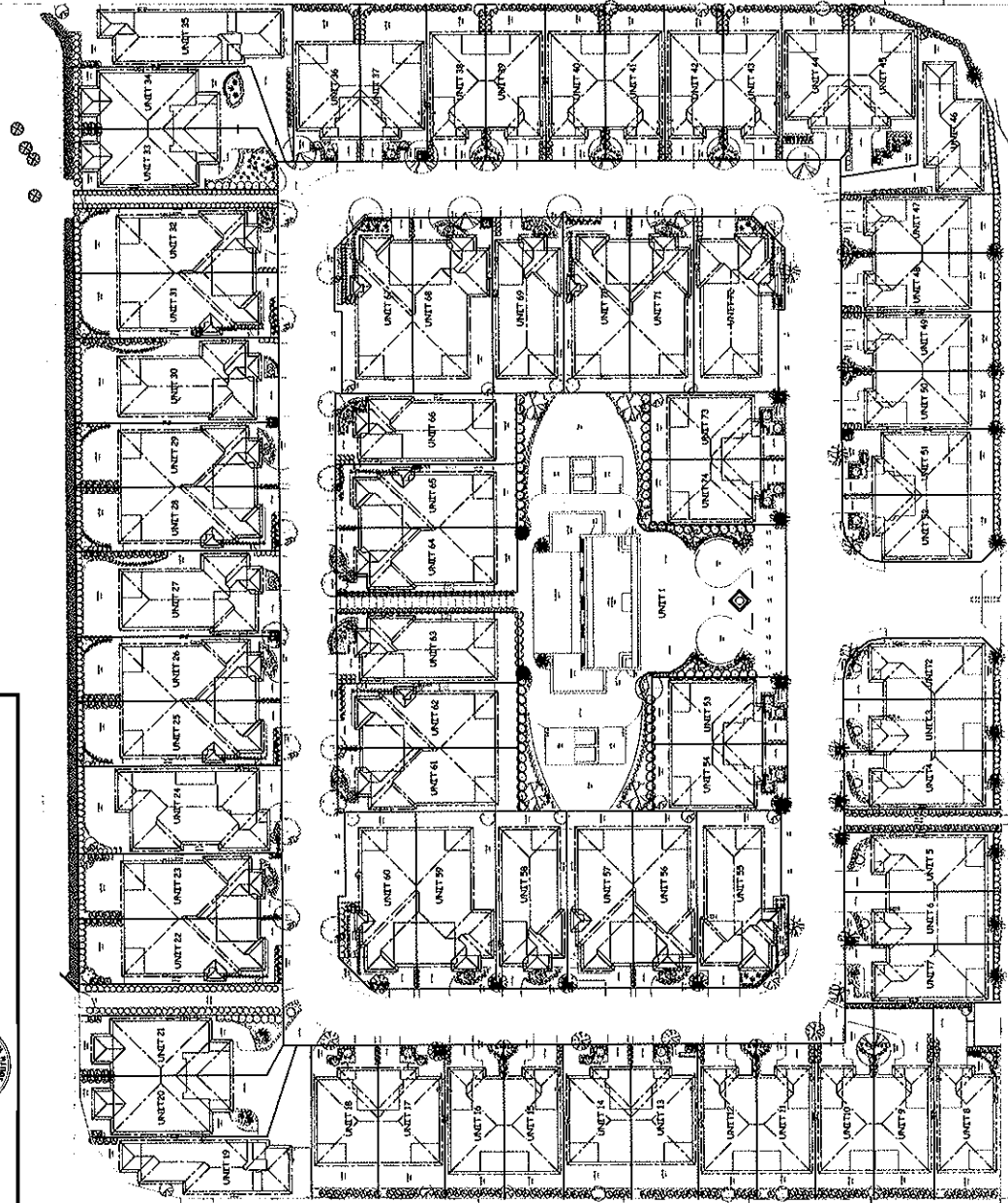
DP271106

REGISTERED



16.8.2017

DP271106



ALEXANDRINA

AVENUE

DATE: 12/11/16	SHEET 01 OF 21
-------------------	----------------

DRAWN: AS	ISSUE: B
--------------	-------------

DRAWING:
SITE PLAN - OVERALL
SOUTHLAKES SECURE ESTATE,
ALEXANDRIA AVENUE, DUBBO
MAAS GROUP PROPERTIES No. 3

MAAS GROUP PROPERTIES No. 3 PTY LTD

• ALL DIMENSIONS ARE TO BE CONFIRMED BY THE BUILDER PRIOR TO CONSTRUCTION. DO NOT SCALE FROM DRAWINGS. BUILDING SET OUT & SITE BOUNDARY DETAILS BE CONFIRMED BY A REGISTERED SURVEYOR. ALL WORK TO BE CARRIED OUT TO RELEVANT STANDARDS AND BUILDING CODES.

PLANT SCHEDULE			width	height
tree		Pinus constricta	flowering plant	3-4m
		Pinus aristata	flowering plant	4-5m
		Magnolia biondii	flowering plant	4-5m
		Acer rubrum	autumn blaze	6m
		Beak's maple	topical tree	3m
		Pistacia chinensis	chinese pistacia	3m
		Male's blossom 'thorn'	orb apple	3m
		Sapindus saponaria	chinese sallow	2m
		Acer palmatum	wedding Japanese maple	2m
		Koehornia paniculata	golden rain tree	3m
		Magnolia 'lily gem'		2m
grass				
groundcover		Cinchona purpurea	purple cone flower	
perennial		mixed life		
		various sunny border		
		Pine obelisk		
		bellflower		
		Clematis xanthocarpa		
shrub				
PR		Pernettya 'purple leaf'		1.5m
		Grevillea 'Nancy'		1.5m
BI		Escallonia 'nivalis'		1m
TF		Ternstroemia 'nivalis'		1m
CL		Lonicera 'Spartan'		2m
BJ		Banksia 'nivalis'		0.5m
VT		Viburnum 'nivalis'		2m
GF		Gaultheria 'nivalis'		1m
PDB		Philadelphus 'nivalis'		0.5m
MD		Myrica 'nivalis'		0.5m
RI		Rosa 'nivalis'		1m
ER		Eucalyptus 'nivalis'		1m
TJ		Tachydactylus 'nivalis'		0.5m
OH		Olea 'nivalis'		0.5m
ZA		Zantedeschia 'nivalis'		1m
CR		Cypripedium 'nivalis'		1m
BJ		Banksia 'nivalis'		2m
PR		Pernettya 'nivalis'		2m
		Grevillea 'nivalis'		0.5m

