

**DP270244**

**Pacific Lakes**

**Community  
Management Statement**

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## MANAGEMENT STATEMENT

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# Part 1 Community management statements

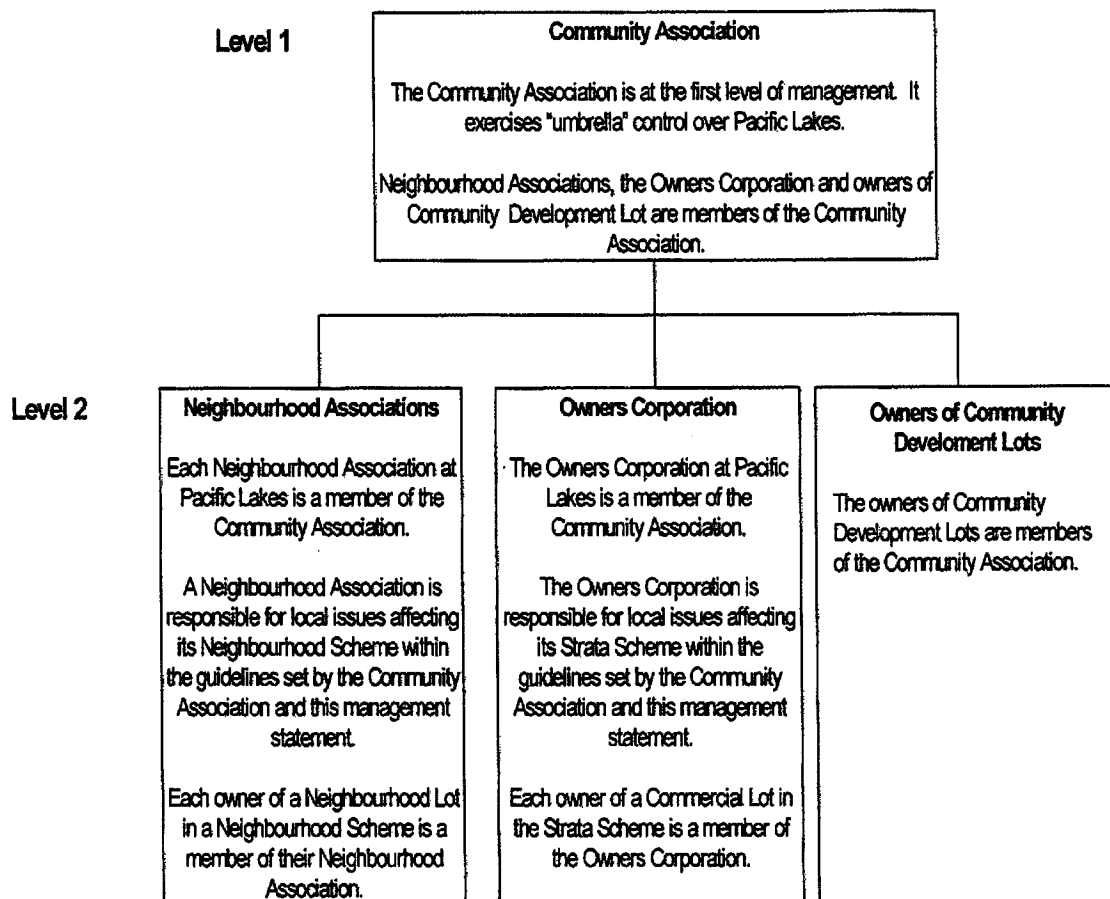
## 1 What is a community management statement?

- 1.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- 1.2 A community management statement tells a community association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

## 2 About Pacific Lakes

### Management structure

- 2.1 Pacific Lakes is a community scheme. It has a two level management structure that works like this:



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**Types of Lots**

2.2 There are three types of Lots at Pacific Lakes:

<b>Type 1</b>	Neighbourhood Lots. These are lots in Neighbourhood Schemes.
<b>Type 2</b>	Commercial Lots. These are lots in the Strata Scheme.
<b>Type 3</b>	Community Development Lots. These are owned by the Developer until such time as each has been subdivided by a Neighbourhood Scheme or Strata Scheme, or sold.

2.3 To ensure that the different needs of the owners and occupiers of each type of Lot are recognised, this management statement has some provisions that apply specifically to some types of Lots and not to others.

**3 Who must comply with this management statement?**

3.1 The persons who must comply with this management statement are:

- (a) owners and occupiers of Neighbourhood Lots;
- (b) owners and occupiers of Commercial Lots;
- (c) owners and occupiers of Community Development Lots;
- (d) the Community Association;
- (e) Neighbourhood Associations; and
- (f) the Owners Corporation.

3.2 If you are the owner or occupier of a Neighbourhood Lot, the management statement for your Neighbourhood Scheme has other obligations with which you must comply (in addition to this management statement).

3.3 If you are the owner or occupier of a Commercial Lot, the by-laws for the Owners Corporation have other obligations with which you must comply (in addition to this management statement).

3.4 See by-law 69 for special provisions about the rights of the Developer to build Pacific Lakes.



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**4 How does this management statement work?**

**Parts of the management statement**

4.1 There are six parts in this management statement:

AH416286  
BY-LAW 4-1 REPEALED  
& REPLACED  
SEE ANNEXURE 'B'



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<b>Part 1</b>	<p><b>Community management statements</b> By-laws about the purpose of this management statement and how it works are in part 1.</p> <p>The Community Association may change or cancel by-laws in part 1 only by special resolution.</p>
<b>Part 2</b>	<p><b>Building works</b> By-laws about the procedures for making building and landscaping alterations and building new structures are in part 2.</p> <p>The Community Association may change or cancel by-laws in part 2 only by unanimous resolution.</p>
<b>Part 3</b>	<p><b>Your rights and obligations</b> By-laws about your obligations as an owner or occupier of a Lot are in part 3.</p> <p>The Community Association may change or cancel by-laws in part 3 only by special resolution.</p>
<b>Part 4</b>	<p><b>Rights and obligations of the Community Association and Subsidiary Associations</b> By-laws about the Community Association, Subsidiary Associations, insurance, contracts and meetings of the Committee are in part 4.</p> <p>The Community Association may change or cancel by-laws in part 4 only by special resolution.</p>
<b>Part 5</b>	<p><b>Pacific Lakes and Community Property</b> By-laws about Community Property and using community facilities are in part 5. This part also has by-laws about internal fencing, services and the Private Accessway.</p> <p>Generally, the Community Association may change or cancel by-laws in part 5 only by special resolution.</p>
<b>Part 6</b>	<p><b>Dictionary</b> Part 6 explains what words written Like This and some other expressions mean. It also explains how to interpret this management statement.</p>

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**Restricted Property By-Laws**

- 4.2 Restricted Property By-Laws are by-laws which restrict use of parts of Community Property or Subsidiary Property to certain people or groups. Restricted Property By-Laws are generally found in part 5 of this management statement.
- 4.3 Subject to this by-law, the Community Association may change or cancel Restricted Property By-Laws only by special resolution and with the written consent of each person who has the restricted use rights.
- 4.4 The Community Association cannot make, change or cancel Restricted Property By-Laws during the initial period.

**Public Authority By-Laws**

- 4.5 Public authorities (eg Council) have required the Developer to include by-laws in this management statement. These are called Public Authority By-Laws. Public Authority By-Laws are generally found in part 5 of this management statement.
- 4.6 The Community Association may change Public Authority By-Laws only by special resolution and with the written consent of the public authority.

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**Part 2**

**Architectural Code and building works**

**Note:** In addition to the requirements of this Part 2, it may be necessary for a person who intends to carry out Building Works or Subsidiary Building Works to obtain approval from Council. The person should contact Council's customer service section to ascertain what approvals may be required.

**5 Architectural Code**

**What is the Architectural Code?**

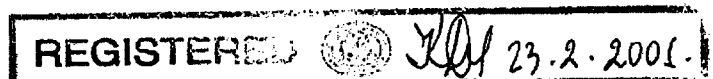
- 5.1 The Architectural Code helps to protect the architectural integrity of Pacific Lakes and ensures that the same standards are maintained throughout the development.
- 5.2 The Community Association has the power to approve an Architectural Code for Pacific Lakes. The Community Association must approve an Architectural Code within one month of registration of this management statement.
- 5.3 If you obtain an approval under the Architectural Code, this does not relieve you of the obligation to obtain consent from Council and other Government Agencies to carry out Building Works or Subsidiary Building Works.

**Who must comply with the Architectural Code?**

- 5.4 You, the Community Association and Subsidiary Associations must comply with the Architectural Code.

**Changing the Architectural Code**

- 5.5 The Community Association may change or add to the Architectural Code only by unanimous resolution.
- 5.6 You or a Subsidiary Association may apply to the Community Association to change or add to the Architectural Code. The application must:
  - (a) be in writing; and
  - (b) specify how the Community Association should change the Architectural Code.
- 5.7 The Community Association may ask for more information about an application.
- 5.8 The Community Association has refused an application if it does not make a decision about an application within 2 months.
- 5.9 The Community Association must give a copy of changes to the Architectural Code to:
  - (a) Subsidiary Associations; and



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(b) the owners of Community Development Lots.

5.10 You or a Subsidiary Association may ask the Community Association for a copy of the Architectural Code (at your cost). The Community Association must give you a copy.

### Other building works

5.11 You and a Subsidiary Association must comply with by-laws 6 to 10 of this management statement if:

(a) the Community Association must give consent under the Architectural Code to undertake building works; and

(b) certain building works are not covered by the Architectural Code.

## 6 Building works

6.1 There are two categories of building works under this management statement:

(a) Building Works which require consent from the Community Association. These works include building new structures, changing the appearance of existing structures and changing landscaping; and

(b) Subsidiary Building Works which require consent from your Subsidiary Association. These works include alterations to Subsidiary Property and services inside your Subsidiary Scheme.

6.2 All Building Works and Subsidiary Building Works must be carried out according to the by-laws in this part 2. By-law 7 explains how to obtain consent to carry out Building Works. By-law 8 explains the procedures for Subsidiary Building Works.

## 7 Procedures for carrying out Building Works

### When is consent necessary?

7.1 Subject to this by-law, Subsidiary Associations and the owners and occupiers of Lots must have consent from the Community Association to carry out Building Works.

7.2 The Developer does not need consent from the Community Association to carry out Building Works while the Developer builds Pacific Lakes and exercises its rights under by-law 69.

7.3 If you are the owner or occupier of a Lot, you may also need consent from your Subsidiary Association to carry out Building Works. You cannot make an application to the Community Association under this by-law for consent to carry out the Building Works until you obtain the

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necessary consents from your Subsidiary Association. See by-law 8 for more information.

**How to apply**

- 7.4 Subsidiary Associations and the owners and occupiers of Lots must make a written application to the Community Association for consent under this by-law. The application must:
- (a) include enough information to give the Community Association a clear understanding of the Building Works which the applicant proposes to carry out; and
  - (b) include plans and specifications according to this by-law.
- 7.5 Plans and specifications for new structures and changing the external appearance of existing structures must:
- (a) show the design, height, width, colour, size, materials and location of the proposed Building Works;
  - (b) show the location of the proposed Building Works and how they relate to the surrounding area; and
  - (c) include a landscaping proposal.
- 7.6 Plans and specifications for changing the colour of an external area of Subsidiary Property, a Lot or a structure on a Lot must include:
- (a) a sample of the proposed colour;
  - (b) details of the manufacturer of the proposed material; and
  - (c) any other relevant details about the proposed material and its appearance after it has been applied.
- 7.7 Plans and specifications for new landscaping or changes to existing landscaping must:
- (a) show the design, types of plants, shape, colour, height, quantity and location of the proposed Building Works;
  - (b) show the location of the proposed Building Works and how they relate to the surrounding area;
  - (c) show the nature and type of proposed landscaping materials; and
  - (d) explain how the applicant will deal with existing plants.

**Requests for further information**

- 7.8 The Community Association may request an applicant to supply further information about their application. The applicant must supply the information in a reasonable time.

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- 7.9 The Community Association may refuse an application if the applicant does not supply further information in a reasonable time.

**Criteria for deciding an application**

- 7.10 For applications under this by-law, the Community Association must consider the information in the application and:
- (a) the suitability and quality of the proposed Building Works, including the colours and materials of the Building Works;
  - (b) the harmony of the proposed Building Works with existing structures and landscaping, including the colours and materials of the Building Works;
  - (c) the compatibility of the proposed Building Works with the existing architectural style, mass, proportions, rhythm, scale and quality of design and materials of Lots and Subsidiary Schemes;
  - (d) massing, or the visual relationship of architectural elements to one another and the immediate environment;
  - (e) the scale of the proposed Building Works and their impact on architectural and landscape elements of different sizes;
  - (f) the compatibility of the proposed Building Works with topography and the immediate environment and, in particular, preservation of access, sunlight, ventilation, views and privacy;
  - (g) this management statement; and
  - (h) Rules.

**The consent process**

- 7.11 The Community Association may make conditions if it gives consent under this by-law. The applicant must comply with the conditions.
- 7.12 The Community Association must:
- (a) make a decision about an application within one month after receiving the application (unless the Community Association and the applicant agree otherwise); and
  - (b) immediately advise the applicant in writing of its decision and any conditions that apply to its decision.

**Standing Approvals**

- 7.13 In addition to its powers under the Management Act, the Community Association has the power to make Standing Approvals to approve certain types of Building Works under this by-law.
- 7.14 If you are the owner or occupier of a Lot and the Community Association has made a Standing Approval about the Building Works you propose to carry out, you must obtain approval from your



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Subsidiary Association and relevant Government Agencies before you carry out the works.

- 7.15 If you are a Subsidiary Association and the Community Association has made a Standing Approval about the Building Works you propose to carry out, you must obtain approval from relevant Government Agencies before you carry out the works.

## 8 Procedures for carrying out Subsidiary Building Works

### Who must comply with this by-law?

- 8.1 You must comply with this by-law if you are the owner or occupier of a Lot.

### When is consent necessary?

- 8.2 Subject to this by-law, you must have consent from your Subsidiary Association to carry out Subsidiary Building Works.
- 8.3 While the Developer builds Pacific Lakes and exercises its rights under by-law 69, the Developer does not need consent from a Subsidiary Association to carry out Subsidiary Building Works.
- 8.4 You must also have consent from the Community Association under by-law 7 if the works you propose to carry out are Building Works and affect the external appearance of your Lot or Subsidiary Scheme. You may apply for consent from the Community Association only after your Subsidiary Association has given its consent to the proposed works.

### How to apply

- 8.5 You must make a written application to your Subsidiary Association for consent under this by-law. Your application must include enough information to give your Subsidiary Association a clear understanding of the Subsidiary Building Works you propose to carry out.

### Requests for further information

- 8.6 Your Subsidiary Association may request you to supply plans, specifications and further information about your application. In particular, your Subsidiary Association may request you to submit plans and specifications that comply with by-laws 7.4, 7.5, 7.6 and 7.7 if you propose to change the external appearance of your Lot or Subsidiary Scheme.
- 8.7 You must supply all information requested by your Subsidiary Association in a reasonable time.
- 8.8 Your Subsidiary Association may refuse your application if you do not supply the information in a reasonable time.

### Criteria for deciding an application

- 8.9 For applications under this by-law, your Subsidiary Association must consider the information in the application and consider:

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- (a) the suitability and quality of the proposed Subsidiary Building Works, including the colour and materials of the Subsidiary Building Works;
- (b) the compatibility of the proposed Subsidiary Building Works with the existing architectural style, mass, proportions, rhythm, scale and quality of design and materials of Lots and Subsidiary Schemes;
- (c) massing, or the visual relationship of architectural elements to one another and the immediate environment;
- (d) the scale of the proposed Subsidiary Building Works and their impact on architectural and landscape elements of different sizes;
- (e) the compatibility of the proposed Subsidiary Building Works with topography and the immediate environment and, in particular, preservation of access, sunlight, ventilation, views and privacy;
- (f) the by-laws for your Subsidiary Scheme;
- (g) this management statement; and
- (h) Rules.

**The consent process**

- 8.10 Your Subsidiary Association may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- 8.11 If you propose to change the external appearance of your Lot or Subsidiary Scheme, a condition that automatically applies is that you must not proceed with the works unless you have consent from the Community Association under by-law 7.
- 8.12 A Subsidiary Association must:
  - (a) make a decision about an application within one month after receiving the application (unless the Subsidiary Association and the applicant agree otherwise); and
  - (b) immediately advise the applicant in writing of its decision and any conditions that apply to its decision.

**9 Your obligations when you carry out work**

**Consent process before work is done**

- 9.1 Before you carry out Building Works or Subsidiary Building Works, you must obtain all necessary consents from:
  - (a) the Community Association;

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(b) your Subsidiary Association; and

(c) Government Agencies.

9.2 You may apply for consent from Government Agencies only after the Community Association and your Subsidiary Association have consented to your application to carry out the Building Works or Subsidiary Building Works.

**Doing the work**

9.3 When you carry out Building Works or Subsidiary Building Works, you must:

(a) comply with this management statement;

(b) comply with the by-laws for your Subsidiary Scheme;

(c) comply with the law;

(d) comply with any conditions made by the Community Association and your Subsidiary Association when they gave you consent to carry out the works;

(e) use qualified, reputable and, where appropriate, licensed contractors;

(f) effect suitable insurances;

(g) not damage or interrupt Services without the consent of the Community Association or the owner of the Service;

(h) do the work in a proper manner and to the reasonable satisfaction of the Community Association and your Subsidiary Association; and

(i) repair any damage caused by you (or persons doing the work on your behalf) to Community Property, Subsidiary Property or the property of an owner or occupier.

**The Developer**

9.4 Nothing in this by-law prohibits or limits the right of the Developer to construct Pacific Lakes according to by-law 69.

**10 The effect of past decisions**

10.1 The Community Association may review applications for Building Works and may give or refuse consent in its absolute discretion. The Community Association is not bound by its past decisions.

10.2 A Subsidiary Association may review applications for Subsidiary Building Works and may give or refuse consent in its absolute discretion. A Subsidiary Association is not bound by its past decisions.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

Pacific Lakes Community Management Statement

**REGISTERED**

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## Part 3

# Your rights and obligations

## 11 Your behaviour

### What are your obligations?

#### 11.1 You must not:

- (a) make noise that might interfere unreasonably with another owner or occupier;
- (b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- (c) obstruct the legal use of Community Property, Subsidiary Property or Restricted Subsidiary Property by any person;
- (d) use equipment that interferes with equipment or appliances used by an owner or occupier;
- (e) do anything that might damage the good reputation of Pacific Lakes; or
- (f) do anything in Pacific Lakes that is illegal.

#### 11.2 You must be adequately clothed when you:

- (a) are on Community Property, Subsidiary Property or Restricted Subsidiary Property; or
- (b) can be seen from outside your Lot.

#### 11.3 Subject to this management statement, you must not allow children in your care to:

- (a) play on Community Property, Subsidiary Property or Restricted Subsidiary Property other than in areas that are not dangerous to children; or
- (b) unless an adult exercising effective control is with them, be in a potentially dangerous area of Community Property, Subsidiary Property or Restricted Subsidiary Property (eg Accessways or the Swimming Pool).

### The Developer

- 11.4 Nothing in this by-law prohibits or limits the right of the Developer to construct Pacific Lakes according to by-law 69.

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## **12 You are responsible for others**

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- 12.1 You must make sure your visitors comply with this management statement and the by-laws for your Subsidiary Scheme.
- 12.2 You must make your visitors leave Pacific Lakes if they do not comply with this management statement or the by-laws for your Subsidiary Scheme.
- 12.3 If you lease your Lot (or it is subject to a licence agreement) you must:
- (a) give your tenant or licensee a copy of this management statement and the by-laws for your Subsidiary Scheme (and changes to them);
  - (b) make sure your tenant or licensee and their visitors comply with this management statement and the by-laws for your Subsidiary Scheme; and
  - (c) take all action available to you, including action under the lease or license agreement, to make the tenant or licensee comply or leave Pacific Lakes.
- 12.4 You must not allow another person to do anything you cannot do under this management statement or the by-laws for your Subsidiary Scheme.

## **13 Your Lot**

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### **Your general obligations**

- 13.1 You must:
- (a) keep your Lot clean and tidy and in good repair and condition to the reasonable satisfaction of the Community Association;
  - (b) properly maintain and replace an installation or alteration made under this management statement or the by-laws for your Subsidiary Scheme which service your Lot (whether or not you made the installation or alteration); and
  - (c) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies and Council.
- 13.2 Subject to this management statement, you must have consent from the Community Association to:
- (a) keep anything in your Lot that is visible from outside your Lot and is not in keeping with the appearance of Pacific Lakes; and
  - (b) undertake Building Works or Subsidiary Building Works (eg install screens or security devices). Please see by-law 5 in part 2 of this management statement for important information.

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BY-LAWS 13.3.1  
AND 13.3.2 ADDED.  
SEE ANNEXURE "A".



11-10-2010

13.3 Subject to by-law 13.4, if you are the owner or occupier of a Neighbourhood Lot, you do not need consent from the Community Association to keep a mobile home in your Lot if the mobile home is behind the front building alignment of the buildings erected on adjoining lots.

13.4 You must not use your Lot in a way that:

- (a) adversely affects (or might adversely affect) another Lot, Community Property, Subsidiary Property or Restricted Subsidiary Property; or
- (b) interferes with the use and enjoyment by an owner or occupier of their Lot or Pacific Lakes.

**Curtains and blinds**

13.5 Window coverings (eg curtains, blinds and louvres) in your Lot must be of a colour and type that is in keeping with the appearance of Pacific Lakes. You must have consent from the Community Association to install window coverings which are not in keeping with the appearance of Pacific Lakes.

**Cleaning windows**

13.6 You must clean the glass in windows and doors of your Lot. However, you do not have to clean glass in windows and doors that you cannot safely access.

**Maintenance and repairs**

13.7 You must carry out maintenance and repairs to your Lot properly and:

- (a) to the reasonable satisfaction of the Community Association; and
- (b) with materials of the same or similar quality as those used in the construction of the Lot (subject to by-law 5).

**Home Employment**

13.8 Subject to by-laws 13.9, 13.10 and 13.11, the owner or occupier of a Neighbourhood Lot may use their Lot for Home Employment.

13.9 The Community Association may by written notice require an owner or occupier of a Neighbourhood Lot to cease carrying on Home Employment if that Home Employment:

- (a) causes a nuisance to other owners or occupiers; or
- (b) detrimentally affects the operation of a businesses conducted in a Strata Scheme or on Community Development Lots.

**Other use**

13.10 The owner or occupier of a Lot must not use anything on any other part of Pacific Lakes for any purpose other than that for which it was constructed or provided.

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**The Developer**

- 13.11 Nothing in this by-law prohibits or limits the right of the Developer to construct Pacific Lakes according to by-law 69.

## **14 Special requirements for landscaping**

**Public Authority By-Law**

- 14.1 This is a Public Authority By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of Council.

**Who must comply with this by-law?**

- 14.2 You must comply with this by-law if you are the owner of a Neighbourhood Lot created upon a subdivision of Community Development Lots 2, 5, 11 or 14 and your Neighbourhood Lot has a Landscaped Area.

**What are your obligations?**

- 14.3 You must keep the Landscaped Area in your Neighbourhood Lot maintained at all times (at your own cost) in accordance with the Architectural Code.
- 14.4 You must not use the Landscaped Area in your Neighbourhood Lot in a manner that is inconsistent with the Architectural Code unless the use is approved by the Community Association and Council.

## **15 Drying your laundry**

**Requirements for Neighbourhood Lots**

- 15.1 If you are the owner or occupier of a Neighbourhood Lot:
- (a) you may hang your laundry, towels and similar articles only on the clothes line in the rear yard of your Neighbourhood Lot; and
  - (b) you must have consent from the Community Association to change the location of the clothes line in the rear yard of your Neighbourhood Lot.

**Community Development Lot 16**

- 15.2 If you are the owner or occupier of Community Development Lot 16, you must hang your laundry, towels and similar articles only:
- (a) within the buildings in your Community Development Lot; or
  - (b) outside the buildings in your Community Development Lot in an area designated by the Community Association.

## **16 Fire control**

- 16.1 You must comply with laws about fire control.

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16.2 Subject to the requirements of Government Agencies and Council, you may keep flammable materials in your Lot if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities.

16.3 You must not:

- (a) keep flammable materials on Community Property, Subsidiary Property or Restricted Subsidiary Property; or
- (b) interfere with fire safety equipment.

## 17 Keeping an animal in a Neighbourhood Lot

### Who must comply with this by-law?

17.1 You must comply with this by-law if you are the owner or occupier of a Neighbourhood Lot.

### What animals may you keep?

17.2 Subject to this by-law and by-law 18, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) canaries, budgerigars or similar birds kept indoors at all times;
- (c) one domestic cat or one small or medium sized dog; and
- (d) a guide dog if you need the dog because you are visually or hearing impaired (completely or partially).

17.3 You must have consent from the Community Association to keep other types or numbers of animals.

17.4 The Community Association will not give you consent to keep:

- (a) a large size dog;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW).

### Controlling your animal

17.5 Subject to by-law 17.6, if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Lot;
- (b) Community Property;

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- (c) Subsidiary Property; or
- (d) Restricted Subsidiary Property.

17.6 If it is necessary to take your animal onto Community Property, Subsidiary Property or Restricted Subsidiary Property (eg to transport it out of Pacific Lakes), you must restrain it (eg by leash or pet cage) and control it at all times.

**Restriction for domestic cats**

17.7 If you keep a domestic cat under this by-law, you must refer to by-law 18 in this management statement for important information.

**Conditions for keeping an animal**

17.8 The Community Association may make conditions if it gives you consent to keep an animal.

17.9 A condition that automatically applies is that the Community Association has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you breach a condition made by the Community Association when it gave you consent to keep the animal;
- (c) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW); or
- (d) your dog is not registered under the *Companion Animals Act 1998* (NSW).

17.10 You are responsible:

- (a) to other owners and occupiers and people using Community Property, Subsidiary Property and Restricted Subsidiary Property for:
  - (i) any noise your animal makes which causes unreasonable disturbance; and
  - (ii) damage to or loss of property or injury to any person caused by your animal; and
  - (iii) to clean up after your animal.

**Notice by Community Association**

17.11 In addition to its powers under the Management Act, the Community Association has the power to issue you with a written notice if your dog continues to defecate on:

- (a) another Lot;
- (b) Community Property;

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- (c) Subsidiary Property;
- (d) Restricted Subsidiary Property; or
- (e) any other property at Pacific Lakes,

after a warning has been given to you by the Community Association.

17.12 In addition to its powers under the Act, the Community Association has the power to order you to remove your dog from Pacific Lakes if you fail to comply with the notice.

**Your visitors**

17.13 You must not allow your visitors to bring animals into Pacific Lakes unless they are guide dogs or hearing dogs and your visitors are sight or hearing impaired.

**18 Keeping a domestic cat**

**Public Authority By-Law**

18.1 This a Public Authority By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of Council.

**What are your obligations?**

18.2 Subject to by-laws 17.5 and 17.6, if you keep a domestic cat under by-law 17, you must ensure that the domestic cat is kept within your Lot between the hours of 6pm and 6am every day.

18.3 In addition to its powers under the Management Act, the Community Association has the power:

- (a) to issue you with a written notice if you do not comply with clause 18.2; and
- (b) to order you to remove your domestic cat from Pacific Lakes if you do not comply with the notice.

**19 Animals in Commercial Lots and Community Development Lot 16**

**Who must comply with this by-law?**

19.1 You must comply with this by-law if you are the owner or occupier of a Commercial Lot or Community Development Lot 16.

**What are your obligations?**

19.2 You must not:

- (a) keep any animal in your Lot unless it is guide dogs or hearing dogs and you are sight or hearing impaired; or

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- (b) allow your visitors or invitees to bring animals into Pacific Lakes unless they are guide dogs or hearing dogs and your visitors or invitees are sight or hearing impaired.

## **20 How to dispose of your garbage**

### **General obligations**

- 20.1 You must sort, store and make your garbage, waste materials and recyclable materials available for collection according to:
- (a) instructions from Council;
  - (b) instructions from the Community Association and your Subsidiary Association; and
  - (c) this management statement and the by-laws for your Subsidiary Scheme.
- 20.2 Instructions by Council prevail to the extent of any inconsistency between them and instructions from the Community Association, your Subsidiary Association, this management statement or the by-laws for your Subsidiary Scheme.
- 20.3 You must not:
- (a) deposit garbage on Community Property, Subsidiary Property or Restricted Subsidiary Property; or
  - (b) put anything in the Garbage Bin of another owner or occupier without their consent.

### **Neighbourhood Lots and Community Development Lot 16**

- 20.4 If you are the owner or occupier of a Neighbourhood Lot or Community Development Lot 16, you must:
- (a) keep your Garbage Bin in the garage or rear yard of your Lot;
  - (b) ensure that your Garbage Bin cannot be seen from another Lot, Community Property, Subsidiary Property or Restricted Subsidiary Property;
  - (c) drain and securely wrap your garbage drain tins and bottles before you put them in your Garbage Bin;
  - (d) put your Garbage Bin out for collection by Council at the front of your lot or in the area of Community Property nominated by the Community Association for that purpose;
  - (e) put your Garbage Bin out for collection not more than 12 hours before the time Council normally collects garbage from Pacific Lakes;

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- (f) return your Garbage Bin to your Lot within 12 hours after Council collects your garbage; and
- (g) at your cost, arrange for your garbage which Council will not collect as part of its normal garbage collection service.

### Garbage Disposal for Commercial Lots

20.5 If you are the owner or occupier of a Commercial Lot, you must:

- (a) drain and securely wrap your garbage and put it in the Common Property garbage room in your Strata Scheme or in another area in Common Property or your lot allocated by the Owners Corporation;
- (b) drain tins and bottles before you put them in the Common Property garbage room (or other area allocated by the Owners Corporation);
- (c) at your cost, arrange for your large articles of garbage that cannot fit in a Garbage Bin in the garbage room (eg packing boxes) to be removed from Pacific Lakes; and
- (d) at your cost, arrange for the removal of your garbage which Council will not collect as part of its normal garbage collection service.

## 21 Parking on Community Property and Subsidiary Property

### Commercial Parking Area

21.1 The Commercial Parking Area in the Strata Scheme forms part of Restricted Subsidiary Property. Special rules apply to parking in the Commercial Parking Area. See by-law 58 for more information.

### General obligations

~~21.2 Subject to by-law 58 regarding parking in the Commercial Parking Area, you must have consent:~~

- ~~(a) from the Community Association to park on Community Property (including the Private Accessway) or Restricted Subsidiary Property (including Subsidiary Accessways); and~~
- ~~(b) from a Subsidiary Association to park on its Subsidiary Property~~

21.3 You must not repair a vehicle on:

- (a) Community Property, Subsidiary Property or Restricted Subsidiary Property; or
- (b) your Lot if the vehicle is visible from Community Property; Subsidiary Property or Restricted Subsidiary Property,

~~unless it is an emergency repair.~~

AH416286  
BY-LAW 21.2 REPEALED  
& REPLACED  
SEE ANNEXURE 'B'



16.04.2013

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- 21.4 If you are the owner or occupier of a Neighbourhood Lot, you must park a vehicle only on the driveway or in the garage of your Neighbourhood Lot.
- 21.5 If you are the owner or occupier of a Neighbourhood Lot, you must ensure that your visitors:
- (a) park in the driveway or garage of your Neighbourhood Lot; and
  - (b) subject to by-law 58 regarding parking in the Commercial Parking Area, do not park on Community Property, Subsidiary Property or Restricted Subsidiary Property.
- 21.6 In addition to their powers under the Management Act and the Strata Act, the Community Association and Subsidiary Associations have the power to designate parts of their property as parking areas for use by owners, occupiers and their visitors.

## **22 Displaying a sign**

**Note:** It may be necessary to obtain approval from Council for the erection of a sign.

### **Owners and occupiers of Neighbourhood Lots**

- 22.1 You must comply with by-laws 22.2 and 22.3 if you are the owner or occupier of a Neighbourhood Lot.
- 22.2 Subject to this by-law, you must have consent from the Community Association to display a sign or advertisement on your Neighbourhood Lot or anywhere else in Pacific Lakes.
- 22.3 You do not need consent from the Community Association to erect a "For Sale" or "For Lease" sign in your Neighbourhood Lot. However, you must comply with any instructions by the Community Association about the type, shape, size and location of the sign.

### **Owners and occupiers of Commercial Lots and Community Development Lot 16**

- 22.4 You must comply with by-laws 22.5 to 22.7 if you are the owner or occupier of a Commercial Lot or Community Development Lot 16.
- 22.5 Subject to this by-law, you must have consent from the Community Association to display a sign or advertisement on your Lot or anywhere else in Pacific Lakes.
- 22.6 You do not need consent from the Community Association or your Subsidiary Association to erect in your Lot:
- (a) a sign advertising the business carried out in your Lot; or
  - (b) a "For Sale" or "For Lease" sign.

However, you must comply with any instructions by the Community Association about the type, shape, size and location of the sign.



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- 22.7 If you propose to erect a sign on or attached to Subsidiary Property in the Strata Scheme for your Commercial Lot, you may need consent from the Community Association to carry out Building Works. See by-law 7 for more information.

**The Developer**

- 22.8 By-Laws 22.1 to 22.7 do not apply to the Developer. The Developer may:
- (a) place signs on Community Property and Restricted Subsidiary Property to promote sale, auction and leasing activities conducted by the Developer according to by-law 69; and
  - (b) place signs on lots owned by the Developer to promote the sale, auction or lease of those lots owned by the Developer.

**23 Your security obligations**

23.1 You must take reasonable care to ensure that:

- (a) fire and security doors are locked or closed when they are not being used; and
- ~~(b) the Security Gate at the entrance to Pacific Lakes is closed and secured between the hours of 9pm to 6am every day.~~

AH975623 BY-LAW 23.1(b)  
REPEALED. SEE ANNEXURE 'C'



2.9.2013

23.2 You must not:

- (a) interfere with security devices, cameras or surveillance equipment in Community Property, Subsidiary Property or Restricted Subsidiary Property; or
- (b) do anything that might prejudice the security or safety of Pacific Lakes.

23.3 See by-law 64 for more information about using the Security Gate.

**24 Your obligations for Security Keys**

24.1 This by-law applies to Security Keys for Community Property and Restricted Subsidiary Property.

24.2 You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys for Community Property and Restricted Subsidiary Property to the Community Association if you are no longer an owner or occupier of a Lot; and

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- (c) notify the Community Association immediately if you lose a Security Key for Community Property or Restricted Subsidiary Property.
  
- 24.3 If you lease or licence your Lot, you must include a requirement in the lease or licence that, when the occupier moves out of Pacific Lakes, they return Security Keys for Community Property and Restricted Subsidiary Property to the Community Association.
  
- 24.4 You must not:
  - (a) copy Security Keys; or
  - (b) give Security Keys to someone who is not an owner or occupier.
  
- 24.5 You must comply with the reasonable instructions of the Community Association about Security Keys and, in particular, instructions about re-coding and returning Security Keys.
  
- 24.6 See by-laws 46 for more information about Security Keys.

**25 Damage to Community Property and Subsidiary Property**

**Community Property and Restricted Subsidiary Property**

- 25.1 You must:
  - (a) use Community Property and Restricted Subsidiary Property only for their intended purposes;
  - (b) immediately notify the Community Association if you know about damage to or a defect in Community Property or Restricted Subsidiary Property; and
  - (c) compensate the Community Association for any damage to Community Property or Restricted Subsidiary Property caused by you, your visitors or persons doing work in Pacific Lakes on your behalf.
  
- 25.2 Subject to part 2 of this management statement, you must have consent from the Community Association to:
  - (a) interfere with or damage Community Property or Restricted Subsidiary Property;
  - (b) remove equipment or other articles from Community Property or Restricted Subsidiary Property;
  - (c) use or adjust equipment in Community Property or Restricted Subsidiary Property, particularly equipment in the Swimming Pool; or

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(d) use Community Property or Restricted Subsidiary Property for your own garden.

25.3 You must have consent from the Community Association to:

- (a) interfere with Private Services; or
- (b) obstruct access to, overload or damage Private Services.

25.4 You must immediately notify the Community Association if you know about damage to or a fault in a Private Service.

**Subsidiary Property**

25.5 You must:

- (a) use Subsidiary Property only for its intended purposes;
- (b) immediately notify a Subsidiary Association if you know about damage to or a defect in its Subsidiary Property; and
- (c) compensate a Subsidiary Association for any damage to its Subsidiary Property caused by you, your visitors or person doing work in Pacific Lakes on your behalf.

25.6 Subject to part 2 of this management statement, you must have consent from a Subsidiary Association to:

- (a) interfere with or damage its Subsidiary Property;
- (b) remove equipment or other articles from its Subsidiary Property;
- (c) use or adjust equipment in its Subsidiary Property; or
- (d) use its Subsidiary Property for your own garden.

**26 Permitted Encroachments**

**What are Permitted Encroachments?**

26.1 Some structures on Lots, Community Property, Restricted Subsidiary Property or Subsidiary Property encroach onto other Lots, Community Property, Restricted Subsidiary Property or Subsidiary Property. These structures are called Permitted Encroachments. The types of structures and the permissible extent of Permitted Encroachments are:

First column (Type of structure)	Second column (Maximum permitted encroachment)
Wall or pier	100 millimetres
Wall or pier footing	150 millimetres
Eaves and guttering	1000 millimetres



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- 26.2 The Lot, Community Property, Restricted Subsidiary Property or Subsidiary Property on which a structure under by-law 26.1 is constructed is called a Benefited Lot. The Lot, Community Property, Restricted Subsidiary Property or Subsidiary Property onto which the structure encroaches is called a Burdened Lot.

**Creating easements for Permitted Encroachments**

- 26.3 If required by the owner of a Benefited Lot, the owner of a Burdened Lot must:
- (a) accept a Permitted Encroachment in the Burdened Lot; and
  - (b) without limitation, consent to an easement being made under section 88B of the *Conveyancing Act 1919 (NSW)* in the terms of this by-law.
- 26.4 An easement made according to this by-law must require the owner of a Burdened Lot:
- (a) not to remove a support provided by the Burdened Lot to the Permitted Encroachment;
  - (b) to take all reasonable steps to prevent damage to or defacement of the Permitted Encroachment; and
  - (c) to give reasonable access to the Burdened Lot to the owner of the Benefited Lot (or their agent) to inspect, repair, paint or replace the Permitted Encroachment.
- 26.5 An easement made according to this by-law must entitle the owner of a Benefited Lot to:
- (a) except in an emergency, give the owner of the Burdened Lot at least seven days notice before gaining access to the Burdened Lot;
  - (b) cause as little disturbance as possible to the Burdened Lot and its occupants;
  - (c) promptly repair any damage they cause to the Burdened Lot; and
  - (d) indemnify the owner of the Burdened Lot against costs, damages, expenses or awards caused by the Permitted Encroachment and the exercise by the owner of the Benefited Lot of any rights under this by-law.
- 26.6 In this by-law, "owner" includes lessees, occupiers, mortgagees and covenant chargees.

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## 27 You cannot interfere with other Lots or Community Property

- 27.1 You must not do anything in your Lot that will:
- (a) interfere with a support or shelter provided to another Lot, Community Property, Subsidiary Property or Restricted Subsidiary Property; or
  - (b) interfere with garbage services, Service Lines or Services.
- 27.2 You must not use Community Property, Subsidiary Property or Restricted Subsidiary Property in a way that interferes unreasonably with another owner or occupier or their use and enjoyment of that property or their Lot.
- 27.3 Nothing in this by-law prohibits or limits the right of the Developer to construct Pacific Lakes according to by-law 69.

## 28 Your insurances obligations

### Community Association insurances

- 28.1 You must notify the Community Association if you use or change the use of your Lot in a way that might affect premiums for insurances taken out by the Community Association for Pacific Lakes.
- 28.2 You must have consent from the Community Association to do anything that might invalidate, suspend or increase a premium for Community Association insurance policies.
- 28.3 If the Community Association gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse the Community Association for increased premiums. The Community Association may refuse its consent if you do not comply with the conditions.

### Subsidiary Association insurances

- 28.4 You must notify your Subsidiary Association if you use or change the use of your Lot in a way that might affect insurance premiums for your Subsidiary Scheme.
- 28.5 You must have consent from your Subsidiary Association to do anything that might invalidate, suspend or increase a premium for a Subsidiary Association insurance policy.
- 28.6 If a Subsidiary Association gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse the Subsidiary Association for increased premiums. The Subsidiary Association may refuse its consent if you do not comply with the conditions.



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**29 Complying with Rules**

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You must comply with Rules made by the Community Association or your Subsidiary Association. See by-law 48 for more information.

**30 Payments you must make**

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**What are your obligations?**

- 30.1 You must comply at your cost and on time with this management statement and the by-laws for your Subsidiary Scheme.
- 30.2 You must pay the Community Association and your Subsidiary Association:
- (a) interest on amounts you owe them under this management statement and do not pay on time;
  - (b) interest on any amounts you owe your Subsidiary Association under its by-laws which you do not pay on time; and
  - (c) interest from (and including) the date on which the payment was due until the date it was paid.

**Rights of the Community Association and Subsidiary Associations**

- 30.3 The Community Association and Neighbourhood Associations must calculate interest under this by-law at a rate of 10% simple interest per annum (or the rate of interest for unpaid contributions under the Management Act).
- 30.4 The Owners Corporation must calculate interest under this by-law at a rate of 10% simple interest per annum (or the rate of interest for unpaid contributions under the Strata Act).
- 30.5 The Community Association and a Subsidiary Association may recover unpaid amounts under this management statement as a debt.
- 30.6 A Subsidiary Association may recover unpaid amounts under this management statement and the by-laws for its Subsidiary Scheme as a debt.

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## Part 4

# Rights and obligations of the Community Association and Subsidiary Associations

## 31 The Committee

### Officers of the Committee

- 31.1 The officers of the Committee are the secretary, treasurer and chairperson.
- 31.2 The functions of the secretary are to:
- (a) convene, prepare agendas and send notices for meetings of the Community Association and the Committee;
  - (b) prepare and distribute minutes of meetings of the Community Association and the Committee;
  - (c) give notices under this management statement and the Management Act for the Community Association and the Committee;
  - (d) supply certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Management Act;
  - (e) answer communications sent to the Community Association;
  - (f) perform administrative and secretarial functions for the Community Association and the Committee; and
  - (g) keep records for the Community Association and the Committee according to this management statement and the Management Act.
- 31.3 The functions of the treasurer are to:
- (a) send notices of contributions to members of the Community Association;
  - (b) collect contributions from members of the Community Association;
  - (c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
  - (d) prepare certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Management Act;
  - (e) keep accounting records for the Community Association according to the Management Act; and

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(f) prepare financial statements according to the Management Act.

31.4 The function of the chairperson is to preside at meetings of the Community Association and the Committee at which they are present.

**Protection from liability**

31.5 A member of the Committee is not liable for any loss or damage caused by their actions as a member of the Committee unless they acted fraudulently or negligently.

**Appointing sub-committees**

31.6 The Committee may appoint sub-committees to investigate and report on issues relating to the management and operation of Pacific Lakes.

**32 Meetings of the Committee**

**When to convene meetings**

32.1 Meetings of the Committee must be convened:

- (a) by the secretary of the Community Association if they are asked to convene a meeting by one-third of the members of the Committee; or
- (b) by another member of the Committee if, in the absence of the secretary, one-third of the members of the Committee ask them to convene a meeting.

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

- (a) within the time specified in the notice asking for the meeting; or
- (b) if the notice does not specify a time, within 14 days of being asked.

**Conducting meetings**

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

**Attendance at meetings**

32.4 You or, if you are a corporation, your company nominee may attend meetings of the Committee. You or your company nominee may address the meeting only if the Committee agrees.

**33 Notices for meetings of the Committee**

**Giving the notice**

33.1 The secretary or the member of the Committee who convenes a meeting of the Committee must give:



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- (a) each member of the Committee; and
  - (b) each member of the Community Association
- at least 48 hours notice of the meeting. The notice must include:
- (c) the time, date and venue of the meeting; and
  - (d) the agenda for the meeting.

33.2 Notices under this by-law must be given:

- (a) by facsimile;
- (b) by E-mail;
- (c) personally to the member of the Committee or the member of the Community Association; or
- (d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the roll of the Community Association.

### The agenda for the meeting

33.3 The agenda for a meeting of the Committee must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.

## 34 Decisions made in writing

The Committee may vote on motions in writing if:

- (a) notice of the meeting and an agenda have been given according to by-law 33;
- (b) the secretary of the Committee (or the member of the Committee who convenes the meeting) has given each member of the Committee a voting paper; and
- (c) a majority of the members of the Committee approve the motion(s) in writing and return their voting paper to the secretary of the Committee (or the member of the Committee who convenes the meeting) before the meeting commences.

## 35 Minutes of meetings of the Committee

35.1 The secretary or the member of the Committee who convenes a meeting of the Committee (including meetings held in writing) must give a copy of the minutes of the meeting to:

- (a) each member of the Committee; and

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- (b) each member of the Community Association within 14 days after the meeting.

35.2 Minutes must be given:

- (a) by facsimile;
- (b) by E-mail;
- (c) personally to the member of the Committee or the member of the Community Association; or
- (d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the roll of the Community Association.

**36 Keeping records of meetings of the Committee**

The Committee must keep copies of agendas and minutes of its meetings (including meetings held in writing):

- (a) with the records of the Community Association; and
- (b) for seven years from the date of the meeting (or for the period the Management Act requires the Community Association to keep its meeting records).

**37 Insurances**

**Community Association insurances**

- 37.1 Each year at its annual general meeting the Community Association must review:
  - (a) the insurance policies it has effected; and
  - (b) whether it needs new insurance policies.
- 37.2 Each year the secretary of the Community Association must include a motion in the annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.
- 37.3 The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association, Community Property or Restricted Subsidiary Property.

**Subsidiary Association insurances**

- 37.4 Each year at its annual general meeting a Subsidiary Association must review:
  - (a) the insurance policies it has effected; and

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(b) whether it needs new insurance policies.

- 37.5 Each year the secretary of the Subsidiary Association must include a motion in the annual general meeting notice for the Subsidiary Association to decide if it should confirm or change its insurance policies.
- 37.6 The Subsidiary Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Subsidiary Association or Subsidiary Property.

**38 Contracts by the Community Association**

- 38.1 In addition to its powers under the Management Act, the Community Association has the power to make agreements or enter into licences for itself and for Subsidiary Associations to provide for:
- (a) management, operation, maintenance and other services for Community Property, Subsidiary Property and Restricted Subsidiary Property;
  - (b) services or amenities to owners and occupiers; and
  - (c) services or amenities to Community Property, Subsidiary Property and Restricted Subsidiary Property.
- 38.2 In addition to its powers under the Management Act, the Community Association has the power to grant a licence to the Developer over the Community Hall (or parts of it). See by-laws 47 and 57 for more information.

**39 Agreement with Caretaker**

**Initial period disclosure**

- 39.1 The Community Association intends to enter into an agreement with the Caretaker during the initial period. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Management Act.

**Parties to the agreement**

- 39.2 In addition to its powers under the Management Act, the Community Association has the power for itself and Subsidiary Associations to appoint and enter into agreements with the Caretaker to provide management and operational services for Pacific Lakes.
- 39.3 If the Community Association enters into an agreement with the Caretaker on behalf a Subsidiary Association, the Subsidiary Association must adopt the agreement at the first general meeting it holds after the agreement starts.

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**Terms of the agreement**

- 39.4 The term of the first agreement under this by-law must not exceed five years with one option that must not exceed five years. The term of a second or subsequent agreement may be for the period reasonably determined by the Community Association.
- 39.5 The remuneration of the Caretaker for the first year of the first agreement under this clause must not exceed \$98,000.00 (excluding goods and services tax that may be payable under the A New Tax System (Goods and Services Tax) Act 1999 ("GST")). The remuneration of the Caretaker for the remaining years of the first agreement must be equal to (and not less than):
- (a) the remuneration paid to the Caretaker in the preceding year of the term of the agreement (excluding GST);
  - (b) if the Community Association has given a dispute notice under the agreement, an amount equal to the amount in by-law 39.5(a), until an agreement is reached or a determination is made in accordance with the terms of the agreement.
- 39.6 The remuneration of the Caretaker for a second or subsequent agreement under this by-law may be the amount reasonably determined by the Community Association.
- 39.7 An agreement between the Caretaker and the Community Association must have provisions about:
- (a) the rights of the Community Association and Caretaker to terminate the agreement early if a party does not comply with their obligations under the agreement; and
  - (b) the rights of the Caretaker to assign the agreement.

**Duties of the Caretaker**

- 39.8 The duties of the Caretaker may include, without limitation:
- (a) caretaking and supervising Community Property, Restricted Subsidiary Property and other property for which the Community Association is responsible;
  - (b) supervising the security, cleaning, repair, maintenance, renewal or replacement of Community Property, Restricted Subsidiary Property and other property for which the Community Association is responsible;
  - (c) procuring the appointment of a driver for the Community Bus at the cost of the Community Association according to by-law 42;
  - (d) liaising with the Community Association, Subsidiary Associations, owners and occupiers;





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- (e) accounting promptly to the Community Association for Community Property, Subsidiary Property and Restricted Subsidiary Property to which it has possession, custody or control;
- (f) supervising the operation of the Security Key system for Community Property, Subsidiary Property and Restricted Subsidiary Property according to this management statement;
- (g) supervising, controlling and regulating agents, employees and contractors of the Community Association and Subsidiary Associations (as required by the Community Association);
- (h) making reservations for the Community Hall and Tennis Court;
- (i) supervising Pacific Lakes generally;
- (j) advising the Community Association in relation to any correspondence, reports, enquiries and complaints relating to Community Property, Subsidiary Property and Restricted Subsidiary Property and the performance of the Caretaker's duties;
- (k) complying with and carrying out all reasonable and lawful directions by the Community Association to the Caretaker in connection with the performance by the Caretaker of its duties;
- (l) supervising the observance of all by-laws in this management statement and the by-laws for each Neighbourhood Scheme and Strata Scheme;
- (m) keeping itself fully apprised of the general condition, location and operation of Community Property, Subsidiary Property, Restricted Subsidiary Property and Services and keeping the Community Association informed as to the condition, location and operation;
- (n) doing anything else the Community Association and the Caretaker agree in the agreement is necessary for the operation and management of Pacific Lakes.


**40 Private Services provided by the Community Association**

- 40.1 In addition to its powers under the Management Act, the Community Association has the power for itself and for Subsidiary Associations to:
- (a) provide Private Services to Subsidiary Associations;
  - (b) arrange for the installation and maintenance of Service Lines to provide Private Services; and
  - (c) make agreements with persons to monitor or provide Private Services

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- 40.2 The Community Association (or persons authorised by it) may enter your Lot to do work on Private Services. The Community Association must give you reasonable notice before it enters your Lot unless there is an emergency.

## **41 Agreement for the provision of the Community Bus**

### **Initial period disclosure**

- 41.1 The Community Association may during the initial period enter into an agreement for the provision of a Community Bus (by lease or purchase). The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Management Act.

### **Rights of the Community Association**

- 41.2 In addition to its powers under the Management Act, the Community Association has the power to:
- (a) enter into an agreement (by way of novated lease or purchase) for the provision of a Community Bus for use by owners and occupiers to visit local shops and facilities;
  - (b) provide a driver for the Community Bus;
  - (c) determine in its reasonable discretion the frequency of services provided by the Community Bus; and
  - (d) charge owners and occupiers a fee for using the Community Bus which must be comparable with other local bus services in the area of Lake Munmorah.

### **Terms of the agreement**

- 41.3 The term of the agreement under this by-law must not exceed 5 years. The Community Association may enter into further agreements for the provision of a Community Bus for periods reasonably determined by the Community Association.
- 41.4 The terms and conditions of an agreement under this by-law may include, without limitation:
- (a) ownership of the Community Bus belonging to the supplier of the Community Bus for the term of the agreement;
  - (b) the rights of the Community Association to assume ownership of (or accept a novation of) the Community Bus during or after the expiry of the term of the agreement;
  - (c) the obligations of the parties to maintain the Community Bus during the term of the agreement;
  - (d) the rights of the Community Association and the supplier of the Community Bus to terminate the agreement early if a party does not comply with their obligations under the agreement; and



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- (e) the rights of the supplier of the Community Bus to assign the agreement.

## **42 Agreements for the provision of natural gas**

### **Initial period disclosure**

- 42.1 The Community Association intends during the initial period to enter into an agreement for the supply of natural gas to Pacific Lakes. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Management Act.

### **Parties to the agreement**

- 42.2 In addition to its powers under the Management Act, the Community Association has the power for itself, owners and occupiers to enter into agreements with service providers to:
- (a) install a natural gas system for the supply of natural gas to Pacific Lakes; and
  - (b) supply natural gas for consumption by the Community Association, Subsidiary Associations, owners and occupiers of Lots.

### **Terms of the agreement**

- 42.3 The term of the first agreement under this by-law must not exceed 20 years. The Community Association may enter into further agreements for the supply of natural gas for periods reasonably determined by the Community Association.
- 42.4 The first agreement under this by-law must provide for the gas supplier to:
- (a) install a separate meter in each Lot to measure natural gas consumption; and
  - (b) charge each owner and occupier for the natural gas consumed by them (according to meter readings for each Lot); and
- 42.5 The terms and conditions of an agreement under this by-law may include, without limitation:
- (a) ownership of the natural gas system belonging to the gas supplier for the term of the agreement;
  - (b) the rights of the Community Association to assume ownership of the natural gas system during or after the expiry of the term of the agreement;
  - (c) the obligations of the parties to maintain the gas service during the term of the agreement;
  - (d) the rights of the gas supplier to enter Pacific Lakes to exercise its rights and perform its functions under the agreement;

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- (e) the rights of the gas supplier to charge interest and disconnect supply to a Lot if payment for consumption of natural gas is not received on time;
- (f) the risk associated with the supply of natural gas pass to the owner or occupier of a Lot on delivery of natural gas to the Lot;
- (g) the rights of the Community Association and the gas supplier to terminate the agreement early if a party does not comply with their obligations under the agreement; and
- (h) the rights of the gas supplier to assign the agreement.

### **43 Agreement for maintenance of Ponds**

#### **Public Authority By-Law**

- 43.1 This is a Public Authority By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of Council.

#### **Initial period disclosure**

- 43.2 The Community Association intends during the initial period to enter into an agreement for the maintenance of the Ponds at Pacific Lakes. The Community Association is required to enter into an agreement for the maintenance of the Ponds under the Development Approval. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Management Act.

#### **Rights of the Community Association**

- 43.3 In addition to its powers under the Management Act, the Community Association has the power for itself and Subsidiary Associations to enter into an agreement for the maintenance of the Ponds at Pacific Lakes.
- 43.4 If the Community Association enters into an agreement under this by-law on behalf a Subsidiary Association, the Subsidiary Association must adopt the agreement at the first general meeting it holds after the agreement starts.

#### **Terms of the agreement**

- 43.5 The term of the first agreement under this by-law must not exceed 12 months. The Community Association must, unless the Community Association agrees otherwise with Council, enter into further agreements for the provision of the Ponds for periods reasonably determined by the Community Association.
- 43.6 The terms and conditions of an agreement under this by-law may include, without limitation:
- (a) the amount of any maintenance fee for undertaking maintenance works
  - (b) the maintenance works to be undertaken, including:

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- (i) periodic inspection of the Ponds for sediment pocket accumulation and weed infiltration downstream of the Ponds (remedial action to be taken as required);
- (ii) monitoring of Ponds to assess the effectiveness of the water quality management measures; and
- (iii) periodic removal of any trash downstream of the Ponds;
- (c) the rights of each party to terminate the agreement early if a party does not comply with their obligations under the agreement; and
- (d) the rights of each party to assign the agreement.

## **44 Security at Pacific Lakes**

### **Rights and obligations of the Community Association**

44.1 The Community Association must:

- (a) take reasonable steps to prevent fires and other hazards on Community Property and Restricted Subsidiary Property; and
- (b) comply with laws about fire control.

44.2 In addition to its powers under the Management Act, the Community Association has the power to install and operate in Community Property and Restricted Subsidiary Property audio and visual security cameras and other surveillance equipment for the security of Pacific Lakes.

### **Rights and obligations of Subsidiary Associations**

44.3 A Subsidiary Association must:

- (a) take reasonable steps to prevent fires and other hazards on its Subsidiary Property; and
- (b) comply with laws about fire control.

44.4 In addition to its powers under the Management Act or the Strata Act (as appropriate), a Subsidiary Association has the power to install and operate in its Subsidiary Property audio and visual security cameras and other surveillance equipment for the security of its Subsidiary Scheme.

## **45 Restricting access to Community Property and Subsidiary Property**

### **Rights of the Community Association**

45.1 In addition to its powers under the Management Act and subject to this management statement, the Community Association has the power to:



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- (a) close off or restrict by Security Key access to the Security Gate and other Community Property ; and
- (b) close off or restrict by Security Key access to Restricted Subsidiary Property (subject to the relevant Restricted Property By-Law); and
- (c) allow security personnel to use part of Community Property or Restricted Subsidiary Property to operate or monitor security of Pacific Lakes. The Community Association may exclude you from using these areas.

45.2 The Community Association may close off or restrict access to facilities in Community Property and Restricted Subsidiary Property if this will help to control and administer the facilities.

**Rights of Subsidiary Associations**

45.3 In addition to its powers under the Management Act or the Strata Act (as appropriate) and subject to the Restricted Property By-Laws, a Subsidiary Association has the power to:

- (a) close off or restrict by Security Key access to its Subsidiary Property (or parts of it); and
- (b) allow security personnel to use part of its Subsidiary Property to operate or monitor security of Pacific Lakes. The Subsidiary Association may exclude you from using these areas.

45.4 A Subsidiary Association may close off or restrict access to facilities in its Subsidiary Property if this will help to control and administer the facilities.

45.5 The rights of a Subsidiary Association under this by-law are subject to its obligations under other by-laws in this management statement and the Restricted Property By-Laws.

**46 Security Keys for Community Property**

46.1 This by-law applies to Security Keys for the Security Gate, other Community Property and Restricted Subsidiary Property.

46.2 The Community Association:

- (a) must provide you (at your cost) with the number of Security Keys you reasonably require for operation of the Security Gate;
- (b) may give you a Security Key if it restricts access to other parts of Community Property or Restricted Subsidiary Property under by-law 45; and
- (c) may charge you a fee or bond if you want extra or replacement Security Keys.

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- 46.3 Security Keys for Community Property and Restricted Subsidiary Property belong to the Community Association.
- 46.4 In addition to its powers under the Management Act, the Community Association has the power to:
- (a) re-code Security Keys for Community Property and Restricted Subsidiary Property; and
  - (b) require you to promptly return your Security Keys for Community Property and Restricted Subsidiary Property to the Community Association to be re-coded.
- 46.5 In addition to its powers under the Management Act, the Community Association has the power to make agreements with a third party (eg the Caretaker) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the third party an administration fee for the provision of Security Keys.

**47 Licences to use Community Property**

- 47.1 In addition to its powers under the Management Act, the Community Association has the power to grant licences to the Developer, owners and occupiers to use parts of Community Property and Restricted Subsidiary Property.
- 47.2 Licences the Community Association grants under this by-law may include provisions about, but need not be limited to:
- (a) payments under the licence;
  - (b) the term of the licence;
  - (c) the permitted uses of the licensed areas;
  - (d) the maximum number of persons allowed in the licensed area;
  - (e) insurances the licensee must effect; and
  - (f) cleaning and maintaining the licensed area.

**48 Rules**

- 48.1 The Community Association may make Rules about the control, management, operation, use and enjoyment of Pacific Lakes. In particular, the Community Association may make Rules about facilities on Community Property and Restricted Subsidiary Property.
- 48.2 Subject to the Restricted Property By-Laws, a Subsidiary Association may make Rules about the control, management, operation, use and enjoyment of its Subsidiary Scheme.

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- 48.3 The Community Association and a Subsidiary Association may change or add to their Rules at any time.
- 48.4 Rules made, changed or added to by the Community Association must be consistent with this management statement and the Restricted Property By-Laws. This management statement prevails to the extent of any inconsistency between it and a Rule made by the Community Association.
- 48.5 Rules made, changed or added to by a Subsidiary Association must be consistent with this management statement and the by-laws for its Subsidiary Scheme.
- 48.6 This management statement and the by-laws for a Subsidiary Scheme prevail to the extent of any inconsistency between them and a Rule made by a Subsidiary Association.

**49 How consents are given**

**Consents by the Community Association**

- 49.1 Unless a by-law states otherwise, consents by the Community Association under this management statement may be given by:
  - (a) the Community Association at a general meeting; or
  - (b) the Committee at a meeting of the Committee.
- 49.2 The Community Association or the Committee may make conditions if they give you consent to do things under this management statement. You must comply with the conditions.
- 49.3 The Community Association or Committee may revoke their consent if you do not comply with:
  - (a) conditions made by them when they gave you consent; or
  - (b) the relevant by-law in this management statement.

**Consents by a Subsidiary Association**

- 49.4 Unless a by-law states otherwise, consents by a Subsidiary Association under this management statement may be given by:
  - (a) the Subsidiary Association at a general meeting; or
  - (b) the executive committee of the Subsidiary Association at a meeting of the executive committee.
- 49.5 A Subsidiary Association or its executive committee may make conditions if they give you consent to do things under this management statement. You must comply with the conditions.
- 49.6 A Subsidiary Association or its executive committee may revoke their consent if you do not comply with:

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- (a) conditions made by them when they gave you consent; or
- (b) the relevant by-law in this management statement.

**50 Failure to comply with your obligations**

**What can the Community Association do?**

- 50.1 In addition to its powers under the Management Act, the Community Association has the power to do anything on your Lot that you should have done under this management statement or the by-laws for your Subsidiary Scheme but which you have not done or have not done properly.
- 50.2 The Community Association must give you a written notice specifying when it will need to enter your Lot to do the work. You must:
  - (a) give the Community Association (or persons authorised by it) access to your Lot according to the notice and at your cost; and
  - (b) pay the Community Association its costs for doing the work.

**What can your Subsidiary Association do?**

- 50.3 In addition to its powers under the Management Act and the Strata Act, your Subsidiary Association has the power to do anything on your Lot that you should have done under the by-laws for your Subsidiary Scheme but which you have not done or have not done properly.
- 50.4 Your Subsidiary Association must give you a written notice specifying when it will need to enter your Lot to do the work. You must:
  - (a) give the Subsidiary Association (or persons authorised by it) access to your Lot according to the notice and at your cost; and
  - (b) pay the Subsidiary Association its costs for doing the work.

**51 Responsibility for damages**

- 51.1 The Community Association is not liable for damage to or loss of property or injury to any person in or near Pacific Lakes except if the Community Association or its employees or agents are negligent.
- 51.2 A Subsidiary Association is not liable for damage to or loss of property or injury to any person in or near its Subsidiary Scheme except if the Subsidiary Association or its employees or agents are negligent.

**52 How to contact the Community Association and Subsidiary Associations**

- 52.1 You must make applications, requests, notices and complaints to the Community Association in writing and must address them to the secretary of the Community Association.



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52.2 You must make applications, requests, notices and complaints to a  
Subsidiary Association in writing and address them to the secretary of  
the Subsidiary Association.

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## Part 5 Pacific Lakes and Community Property

### 53 What forms part of Community Property?

#### Community Property

AH416286  
BY-LAW 53.1 REPEALED  
& REPLACED  
SEE ANNEXURE 'B'



16.04.2013

- ~~53.1 Community Property at Pacific Lakes includes the Open Space Area, the Private Accessway and the Security Gate.~~
- 53.2 The Community Association must control, manage and maintain the Community Property.
- 53.3 The Community Association may make Rules about using Community Property. You must comply with those Rules. See by-law 48 for more information.
- 53.4 In addition to its powers under the Management Act, the Community Association has the power to make agreements with third parties (eg the Caretaker) to exercise its functions under this by-law in relation to Community Property.

#### Restricted Subsidiary Property

- 53.5 Subject to by-law 53.6, several facilities which are (or may be) available for use by all owners and occupiers may be located in Subsidiary Schemes. The facilities may include:
- (a) a Swimming Pool;
  - (b) a Change Room;
  - (c) a Tennis Court;
  - (d) a Community Hall;
  - (e) a Commercial Parking Area;
  - (f) a Picnic Ground;
  - (g) a Children's Playground;
  - (h) a Subsidiary Open Space Area;
  - (i) a Pond; and
  - (j) Subsidiary Accessways.

In this management statement, these facilities are called Restricted Subsidiary Property.

- 53.6 The Developer is under no obligation to build, construct or otherwise provide the facilities listed in clause 53.5.

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- 53.7 To ensure that all owners and occupiers can use Restricted Subsidiary Property, the Subsidiary Associations for the Subsidiary Schemes created on subdivision of a Community Development Lot must grant the Community Association exclusive use or restricted use (as appropriate) of any of the facilities of the type referred to in this by-law which may be constructed on that Community Development Lot. The mechanisms to achieve this are explained in by-law 66.
- 53.8 By-laws in part 5 relating to Restricted Subsidiary Property take effect when the Restricted Subsidiary Property referred to in the by-law is created. Restricted Subsidiary Property is created on registration of a Neighbourhood Plan or Strata Plan. See by-law 66 for more information.
- 53.9 Subject to the Restricted Property By-Laws, the Community Association must control, manage and maintain Restricted Subsidiary Property. It may also make Rules about using Restricted Subsidiary Property.
- 53.10 In addition to its powers under the Management Act, the Community Association has the power to make agreements with third parties (eg the Caretaker) to exercise its functions in relation to Restricted Subsidiary Property.

## 54 Using the Swimming Pool

### Who may use the Swimming Pool?

- 54.1 If there is a Swimming Pool in Subsidiary Property, it must be Restricted Subsidiary Property. If the Swimming Pool is Restricted Subsidiary Property, then, subject to this by-law, owners and occupiers of Lots may use the Swimming Pool.
- 54.2 If there is more than one Swimming Pool in Pacific Lakes, then this by-law applies to all the swimming pools.
- 54.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Swimming Pool:
- (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);
  - (c) their employees; and
  - (d) the licensee of their Community Development Lot or Commercial Lot.

### Conditions for using the Swimming Pool

- 54.4 Subject to this by-law, you may:



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- (a) allow your visitors to use the Swimming Pool if you accompany them at all times; and
- (b) use the Swimming Pool only during the hours nominated by the Community Association.

54.5 You must:

- (a) comply with any Rules the Community Association makes about using the Swimming Pool and, in particular, Rules about the number of visitors you may bring into or allow to use the Swimming Pool at the same time;
- (b) make sure an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the area around the Swimming Pool; and
- (c) be adequately clothed when you use or are in the area around the Swimming Pool.

54.6 You must not:

- (a) bring glass (eg drinking glasses) or sharp objects into or around the Swimming Pool;
- (b) run, play, be noisy or do anything that might be dangerous in or around the Swimming Pool; or
- (c) bring food or drink into or around the Swimming Pool unless you have consent from the Community Association. However, you do not need consent to bring non-alcoholic drinks in plastic containers into the area.

54.7 You must have consent from the Community Association to:

- (a) hold parties or other functions (eg swimming classes) in or around the Swimming Pool; and
- (b) interfere with, operate or adjust Swimming Pool equipment.

## 55 Using the Change Room

### Who may use the Change Room?

- 55.1 If there is a Change Room in Subsidiary Property, it must be Restricted Subsidiary Property. If the Change Room is Restricted Subsidiary Property, then, subject to this by-law, owners and occupiers of Lots may use the Change Room.
- 55.2 If there is more than one Change Room in Pacific Lakes, then this by-law applies to all the change rooms.

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- 55.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Change Room:
- (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);
  - (c) their employees; and
  - (d) the licensee of their Community Development Lot or Commercial Lot.

**Conditions for using the Change Room**

- 55.4 Subject to this by-law, you may:
- (a) allow your visitors to use the Change Room; and
  - (b) use the Change Room only during the hours nominated by the Community Association.
- 55.5 If you use the Change Room, you must:
- (a) leave the Change Room clean and tidy; and
  - (b) fully turn off any taps you have used.
- 55.6 You must not leave clothing, towels or other items in the Change Room.

**56 Using the Tennis Court**

**Who may use the Tennis Court?**

- 56.1 If there is a Tennis Court in Subsidiary Property, it must be Restricted Subsidiary Property. If the Tennis Court is Restricted Subsidiary Property, then, subject to this by-law, owners and occupiers of Lots may use the Tennis Court.
- 56.2 If there is more than one Tennis Court in Pacific Lakes, then this by-law applies to all the Tennis Courts.
- 56.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Tennis Court:
- (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);
  - (c) their employees; and



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- (d) the licensee of their Community Development Lot or Commercial Lot.

**Conditions for use**

56.4 You may:

- (a) allow your visitors to use the Tennis Court providing you accompany them at all times; and  
(b) use the Tennis Court only during the hours nominated by the Community Association.

56.5 You must:

- (a) comply with any Rules the Community Association makes about the number of visitors you may bring into or allow to use the Tennis Courts at the same time;  
(b) make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the Tennis Court; and  
(c) be appropriately dressed and wear rubber (non black) tennis shoes when you use the Tennis Court.

56.6 You must not:

- (a) bring glass (eg drinking glasses) or sharp objects onto the Tennis Court;  
(b) do anything that might be dangerous while you are on the Tennis Court;  
(c) bring food or drink onto the Tennis Court (unless it is a non-alcoholic drink in a plastic container);  
(d) behave in a way that might unreasonably disturb other owners and occupiers when you use the Tennis Court or watch a tennis match;  
(e) hold parties or other functions (eg tennis classes) on the Tennis Court unless you have consent from the Community Association; or  
(f) interfere with Tennis Court equipment unless you have consent from the Community Association (other than to adjust the net on the court).

**Making a reservation**

56.7 In addition to its powers under the Management Act, the Community Association has the power to provide a reservation service for the Tennis Court. The Community Association may make an agreement with a third party (eg the Caretaker) to provide a reservation service for the Tennis Court.

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- 56.8 If the Community Association provides a reservation service for the Tennis Court, you must make a reservation with the Community Association (or the person nominated by the Community Association) to use the Tennis Court.

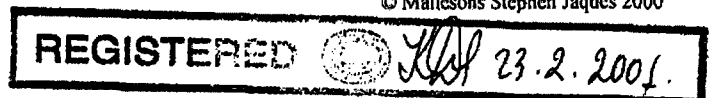
**57 Using the Community Hall**

**Who may use the Community Hall?**

- 57.1 The Community Hall is Restricted Subsidiary Property. Subject to this by-law, the Community Association, Subsidiary Associations, owners and occupiers of Lots may use the Community Hall.
- 57.2 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Community Hall:
- (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);
  - (c) their employees; and
  - (d) the licensee of their Community Development Lot or Commercial Lot.

**Conditions for using the Community Hall**

- 57.3 Subject to the requirements in this by-law about making a reservation to use the Community Hall, you must make arrangements with the Community Association at least 48 hours (or another time reasonably determined by the Community Association) before you propose to use the Community Hall.
- 57.4 The Community Association may make conditions if you use the Community Hall. The conditions may include, without limitation;
- (a) the hours during which you may use the Community Hall;
  - (b) whether you may play music in the Community Hall and, if so, the hours during which music may be played and the volume of the music;
  - (c) the number of persons who may attend the Community Hall at the same time;
  - (d) bringing food and drink into the Community Hall;
  - (e) bringing furniture or similar items into the Community Hall (other than furniture provided by the Community Association); and
  - (f) other conditions reasonably determined by the Community Association.





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57.5 After you have finished using the Community Hall, you must:

- (a) leave the Community Hall clean and tidy; and
- (b) remove your rubbish from the Community Hall.

#### Making a reservation

57.6 In addition to its powers under the Management Act, the Community Association has the power to provide a reservation service for the Community Hall. The Community Association may make an agreement with a third party (eg the Caretaker) to provide the reservation service.

57.7 If the Community Association provides a reservation service for the Community Hall, you must make a reservation with the Community Association (or the person nominated by the Community Association) to use the Community Hall. You must make your reservation at least 48 hours (or another time reasonably determined by the Community Association) before you propose to use the Community Hall.

#### Licensing the Community Hall to the Developer

57.8 According to by-law 47, the Community Association agrees to licence the Community Hall, or part of the Community Hall, to the Developer or its nominees for no more than 24 months for a reasonable amount of rent provided the Developer gives notice of its intention to licence the Community Hall within one month of registration of this management statement.

57.9 The Developer and the Community Association acknowledge that the purpose of licensing the Community Hall in by-law 57.8 is to assist with the sale of each Lot, including, but not limited to, sales and promotional activities.

#### Who is responsible for the Community Hall?

57.10 Subject to by-law 57.11 and the Restricted Property By-Laws, the Community Association is responsible for the control, management, operation and maintenance of the Community Hall.

57.11 The Developer is responsible for control, management, operation and maintenance of the Community Hall while it is the licensee of the Community Hall.

## 58 Using the Commercial Parking Area

#### Who may use the Commercial Parking Area?

58.1 The Commercial Parking Area is Restricted Subsidiary Property. The location of the Commercial Parking Area is shown on the concept plan in this management statement.

58.2 The persons who may use the Commercial Parking Area are:

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- (a) owners and occupiers of Commercial Lots and Community Development Lot 16, including their visitors, invitees (eg their customers and clients), employees and licensees; and
- (b) owners and occupiers of Neighbourhood Lots while they:
  - (i) use or visit Restricted Subsidiary Property in the Strata Scheme or the Commercial Lots; or
  - (ii) visit Community Development Lot 16.

#### Time limits

- 58.3 To ensure the efficient management of the Commercial Parking Area, the Community Association may, in addition to its powers under the Management Act, make time limits for using the Commercial Parking Area (or parts of it).
- 58.4 The time limits which apply to the Commercial Parking Area are shown on the concept plan in this management statement. The Community Association may amend those times in its reasonable discretion.

## 59 Using the Picnic Ground

### Who may use the Picnic Ground?

- 59.1 If there is a Picnic Ground in Subsidiary Property, it must be Restricted Subsidiary Property. If the Picnic Ground is Restricted Subsidiary Property, then, subject to this by-law, owners and occupiers of Lots may use the Picnic Ground.
- 59.2 If there is more than one Picnic Ground in Pacific Lakes, then this by-law applies to all the Picnic Grounds.
- 59.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Picnic Ground:
  - (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);
  - (c) their employees; and
  - (d) the licensee of their Community Development Lot or Commercial Lot.

### Conditions for use

- 59.4 You may:
  - (a) allow your visitors to use the Picnic Ground providing you accompany them at all times; and

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- (b) use the Picnic Ground only during the hours nominated by the Community Association.

59.5 You must:

- (a) comply with any Rules the Community Association makes about the number of visitors you may bring into or allow to use the Picnic Ground at the same time; and
- (b) make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the Picnic Ground.

59.6 You may use any barbeque or other facilities provided by the Community Association in the Picnic Ground if you:

- (a) leave the barbeque and facilities clean and tidy after you have finished using them; and
- (b) remove your rubbish from the Picnic Ground.

59.7 You must not:

- (a) do anything that might be dangerous while you are on the Picnic Ground; or
- (b) behave in a way that might unreasonably disturb other owners and occupiers when you are in the Picnic Ground.

## **60 Using the Children's Playground**

### **Who may use the Children's Playground?**

- 60.1 If there is a Children's Playground in Subsidiary Property, it must be Restricted Subsidiary Property. If the Children's Playground is Restricted Subsidiary Property, then, subject to this by-law, owners and occupiers of Lots may use the Children's Playground.
- 60.2 If there is more than one Children's Playground in Pacific Lakes, then this by-law applies to all the Children's Playgrounds.
- 60.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use the Children's Playground:
- (a) their visitors;
- (b) their invitees (including customers and clients of the owner or occupier);
- (c) their employees; and
- (d) the licensee of their Community Development Lot or Commercial Lot.

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**Conditions for use**

- 60.4 You may:
  - (a) allow your visitors to use the Children's Playground providing you accompany them at all times; and
  - (b) use the Children's Playground only during the hours nominated by the Community Association.
  
- 60.5 You must:
  - (a) comply with any Rules the Community Association makes about the number of visitors you may bring into or allow to use the Children's Playground at the same time; and
  - (b) make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the Children's Playground.
  
- 60.6 You must not:
  - (a) bring glass (eg drinking glasses) or sharp objects into or around the Children's Playground;
  - (b) do anything that might be dangerous while you are on the Children's Playground; or
  - (c) behave in a way that might unreasonably disturb other owners and occupiers when you are in the Children's Playground.

**61 Using Open Space Areas**

**Who may use Open Space Areas?**

- 61.1 If there are any Open Space Areas in Pacific Lakes, there may be two types of Open Space Areas:
  - (a) the open space areas in Community Property; and
  - (b) the open space areas in Subsidiary Schemes which form part of Restricted Subsidiary Property.
  
- 61.2 Subject to this by-law, owners and occupiers may use Open Space Areas.
  
- 61.3 The owner or occupier of a Community Development Lot or a Commercial Lot must have consent from the Community Association to allow the following persons to use Open Space Areas:
  - (a) their visitors;
  - (b) their invitees (including customers and clients of the owner or occupier);

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- (c) their employees; and
- (d) the licensee of their Community Development Lot or Commercial Lot.

**Conditions for use**

61.4 You may:

- (a) use Open Space Areas only for passive recreation;
- (b) allow your visitors to use Open Space Areas providing you accompany them at all times; and
- (c) use Open Space Areas only during the hours nominated by the Community Association.

61.5 You must:

- (a) comply with any Rules the Community Association makes about the number of visitors you may bring into or allow to use Open Space Areas at the same time; and
- (b) make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use Open Space Areas.

61.6 You must not:

- (a) bring glass (eg drinking glasses) or sharp objects into or around Open Space Areas;
- (b) do anything that might be dangerous while you are in an Open Space Area; or
- (c) behave in a way that might unreasonably disturb other owners and occupiers when you are in an Open Space Area.

**62 The Pond**

- 62.1 The Pond is Restricted Subsidiary Property. The Pond is a landscaping feature and must not be used for recreational or other purposes by owners and occupiers.
- 62.2 If there is more than one Pond in Pacific Lakes, then this by-law applies to all the Ponds.
- 62.3 You must make sure an adult exercising effective control accompanies children under 12 who are in your care when the children are in the vicinity of the Pond.
- 62.4 You must not:
  - (a) swim in the Pond;

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- (b) fish in the Pond;
- (c) drink water from the Pond; or
- (d) throw items into the Pond.

## 63 Using Accessways and footpaths

### Who may use Accessways?

AH416286  
BY-LAW 63.1 & 63.2  
REPEALED & REPLACED  
SEE ANNEXURE 'B'



16.04.2013

~~63.1 There are two types of Accessways in Pacific Lakes:~~

- ~~(a) the Private Accessway in Community Property; and~~
- ~~(b) Subsidiary Accessways which form part of Restricted Subsidiary Property.~~

~~63.2 The accessway plan in this management statement shows the location of the Private Accessway.~~

63.3 Subject to this management statement, owners and occupiers may use Accessways. In particular, by-law 64 deals with the rights of the Community Association to restrict access through the Security Gate into some of Pacific Lakes.

### Rights and obligations of the Community Association

63.4 The Community Association must control, manage, operate, repair and maintain Accessways.

63.5 In addition to its powers under the Management Act, the Community Association has the power to:

- (a) impose a speed limit for Accessways;
- (b) install speed humps or other traffic control devices on Accessways; and
- (c) put up traffic signs on Accessways, Community Property and Restricted Subsidiary Property.

### Conditions for use

63.6 When you use Accessways or footpaths (or other pedestrian accessways) in Pacific Lakes, you must not:

- (a) ride a skateboard;
- (b) use roller skates or roller blades; or
- (c) play games.

63.7 You must not drive a motor vehicle on Accessways:

- (a) at more than the speed limit determined by the Community Association under this by-law;

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- (b) unless the vehicle is registered;
- (c) unless you have a licence to drive a vehicle on a public road; or
- (d) if the vehicle is too noisy or gives off too much exhaust or fumes.

**64 Security Gate**

AH975623 BY-LAW  
64.2,64.3 & 64.4  
REPEALED. SEE  
ANNEXURE 'C'



2.9.2013

- 64.1 The Security Gate is Community Property. The Community Association is responsible for the control, management, operation and maintenance of the Security Gate.
- ~~64.2 In addition to its powers under the Management Act, the Community Association has the power to shut the Security Gate during the hours specified in this by-law. The Community Association may restrict access to the Security Gate during 9pm to 6am by Security Key according to by-law 45.~~
- 64.3 The Community Association must ensure that between 6am and 9pm every day the Security Gate is kept open so that vehicles and people can enter Pacific Lakes without stopping. The Community Association may shut the Security Gate between 9pm and 6am every day.
- 64.4 The obligation of the Community Association to provide Security Keys for the Security Gate is in by-law 46. Owners and occupiers who are provided with a Security Key may use their key to open the Security Gate between 9pm to 6am every day.

**65 Restricted Community Property**

**Restricted Property By-Law**

- 65.1 This is a Restricted Property By-Law. The Community Association may change or cancel it by special resolution and with the written consent of each Subsidiary Association and the owner of Community Development Lot 16. Initial period restrictions apply.

**Purpose of the by-law**

- 65.2 The purpose of this by-law is:
  - (a) to allow the owner of Community Development Lots (except Community Development Lot 16) to hand back Community Property to the Community Association which the owner no longer needs for development purposes under by-law 69; and
  - (b) for the owner of Community Development Lot 16 and Subsidiary Associations which exist at the time of the Community Property being handed back to contribute to the costs for that Community Property.

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### Rights and obligations of Subsidiary Associations

- 65.3 Each Subsidiary Association and the owner of Community Development Lot 16 have restricted use of Restricted Community Property.
- 65.4 Each Subsidiary Association and the owner of Community Development Lot 16 must:
- (a) pay the Community Association its costs for the maintenance, repair or replacement of Restricted Community Property;
  - (b) pay its costs under this by-law according to the relative proportions of the unit entitlement for its Subsidiary Scheme or Community Development Lot; and
  - (c) comply with this management statement and the directions of the Community Association relating to control, management and administration of the Restricted Community Property.

AH416286  
BY-LAW 65.5 REPEALED  
& REPLACED  
SEE ANNEXURE 'B'



16.04.2013

- ~~65.5 Each Subsidiary Association and the owner of Community Development Lot 16 may:~~
- ~~(a) gain access to the Restricted Community Property through Community Property and the Private Accessway; and~~
  - ~~(b) subject to this management statement, exercise their rights under this by law at any time.~~

### Obligations of the Community Association

- 65.6 The Community Association must maintain, repair and replace the Restricted Community Property and recover its costs from each Subsidiary Association and the owner of Community Development Lot 16 according to by-law 65.4(b).

### Ending this by-law

- 65.7 This by-law ceases to have effect when a Neighbourhood Plan or Strata Plan for the last Community Development Lot is registered or when the Developer serves notice on the Community Association that the by-law is ended (whichever happens first).

## 66 Restricted Subsidiary Property

### Purpose of this by-law

- 66.1 The purposes of this by-law are:
- (a) to ensure that each Subsidiary Association has access to Restricted Subsidiary Property once the Subsidiary Schemes are developed; and
  - (b) to make provision for payment for Restricted Subsidiary Property by Subsidiary Associations who have access to the Restricted Subsidiary Property.

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23.2.2001



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**Creating Restricted Subsidiary Property**

- 66.2 When a Community Development Lot is subdivided by a Neighbourhood Plan, the owner of the Community Development Lot must ensure that the new Neighbourhood Association grants restricted use of Restricted Subsidiary Property to the Community Association.
- 66.3 When a Community Development Lot is subdivided by a Strata Plan, the owner of the Community Development Lot must ensure that the new Owners Corporation grants exclusive use of Restricted Subsidiary Property to the Community Association.
- 66.4 The Community Association accepts all grants of Restricted Subsidiary Property made under this by-law.

AH416286  
BY-LAW 66.5 REPEALED  
& REPLACED  
SEE ANNEXURE 'B'



16.04.2013

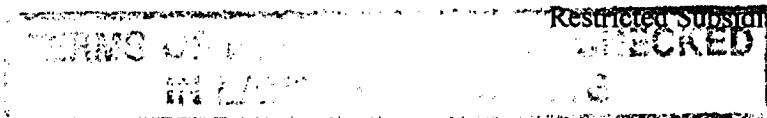
- ~~66.5 Subsidiary Associations must grant restricted use or exclusive use (as appropriate) of their Subsidiary Property by by-law. The by-law must:~~
- ~~(a) require the Community Association to control, manage, operate and maintain the Restricted Subsidiary Property as if it were Community Property;~~
  - ~~(b) require the Community Association to control, manage, operate and maintain Subsidiary Accessways as if they were part of the Private Accessway;~~
  - ~~(c) require the Community Association to be responsible for the costs of the Restricted Subsidiary Property according to the Management Act; and~~
  - ~~(d) allow the Community Association to make agreements with third parties (eg the Caretaker) to exercise its rights or functions under the by-law.~~

**Who can use Restricted Subsidiary Property?**

- 66.6 Subject to this management statement, Restricted Subsidiary Property is available for use by owners, occupiers and their invitees. For some Restricted Subsidiary Property, owners and occupiers of Community Development Lots and Commercial Lots must have consent from the Community Association to allow their visitors, invitees, employees and others to use Restricted Subsidiary Property. See the by-laws in this part 5 for more information.

**Costs for Restricted Subsidiary Property**

- 66.7 Until development of Pacific Lakes is complete, the Community Association must obtain reimbursement of its costs in relation to Restricted Subsidiary Property from Subsidiary Associations and the owner of Community Development Lot 16 in shares proportionate to the respective unit entitlement of those Subsidiary Schemes and Community Development Lot 16.
- 66.8 After development of Pacific Lakes is complete, the Community Association must levy each of its members for its costs in relation to Restricted Subsidiary Property according to the Management Act.



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**67 Who is responsible for fences?**

- 67.1 You, the Community Association and the Subsidiary Associations must provide and pay for internal fencing according to the *Dividing Fences Act 1991* (NSW).
- 67.2 Unless it resolves to do so, the Community Association does not have to provide or pay for internal fencing.

**68 Services**

- 68.1 The Community Association is responsible for and must maintain Private Services and associated Service Lines.
- 68.2 Subject to any easements registered with the community plan for Pacific Lakes, Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.
- 68.3 The works as executed plan in this management statement shows the location of Private Services and Statutory Services.
- 68.4 Service Lines may not be installed in the position shown on the works as executed plan for Pacific Lakes. If this happens, Community Association members, Subsidiary Associations and owners of Community Development Lots must allow the Community Association to register another works as executed plan as an amendment to this management statement.

**69 The rights of the Developer while it builds Pacific Lakes**

**Restricted Property By-Law**

- 69.1 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the Developer (while the Developer owns a Community Development Lot). Initial period restrictions apply.

**What are the restricted use rights?**

- 69.2 While the Developer builds Pacific Lakes, the owner of each Community Development Lot (for which that owner is the Developer) has restricted use of Community Property and Service Lines owned by the Community Association except for the Security Gate.
- 69.3 Nothing in this management statement binds the Developer to the extent that it may prevent the Developer exercising its rights under this by-law, even if the Developer is the owner or occupier of a Lot.

**Rights and obligations of the Developer**

- 69.4 The Developer may:
- (a) build and develop Pacific Lakes in stages;
  - (b) carry out building and development work in its discretion;



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- (c) carry out demolition work, building and associated work in Pacific Lakes;
- (d) carry out landscaping and associated work in Pacific Lakes;
- (e) build, construct or otherwise provide additional facilities in Pacific Lakes in its discretion;
- (f) use any part of Pacific Lakes to exercise its rights under this by-law;
- (g) subdivide land in Pacific Lakes;
- (h) have unrestricted access to Community Property and the Security Gate;
- (i) park motor vehicles and equipment on Community Property;
- (j) place on or attach to Community Property temporary structures, building materials, cranes and other equipment;
- (k) install and connect services on Community Property;
- (l) conduct Development Activities on Community Property;
- (m) lock or secure part of Community Property. The Developer must give the secretary of the Community Association a key for the locked or secured area;
- (n) exercise its rights only between 7am and 5pm on Mondays to Saturdays or at other times allowed by Council (excluding Sundays and public holidays in New South Wales); and
- (a) carry out other works which the Developer considers reasonably necessary or desirable in order to build and develop Pacific Lakes and carry out the rights and objectives contemplated by this by-law.

69.5 The Developer must:

- (a) repair any damage to Pacific Lakes caused by exercising the rights of the Developer under this by-law;
- (b) take all reasonable steps to minimise disturbance to owners and occupiers while exercising the rights of the Developer under this by-law;
- (c) leave Pacific Lakes (or parts of it) clean and tidy after building and development work is finished; and
- (d) maintain Community Property which the Developer has the right to use.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

Pacific Lakes Community Management Statement

© Mallcoons Stephen Jaques 2000

**REGISTERED**



*Handwritten signature*

23.2.2001

DP270244

**MANAGEMENT STATEMENT**

Sheet 68 of 81 sheets

69.6 The Developer may gain access to the restricted use areas through Community Property.

**Obligations of the Community Association**

69.7 Subject to the obligations imposed on the Developer under this by-law, the Community Association must maintain Community Property.

69.8 The Community Association must levy its members for the costs of maintaining the Community Property which is the subject of this by-law, unless that cost is payable by the Developer under this by-law.

**Ending this by-law**

69.9 The rights of the Developer under this by-law:

(a) for Pacific Lakes, end when the Developer notifies the Community Association that the Developer has completed building and development work; and

(b) for part of Pacific Lakes, end when the Developer notifies the Community Association that the Developer has completed building and development work for that part of Pacific Lakes.

**70 Water and sewerage**

**Public Authority By-Law**

70.1 This is a Public Authority By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of Council.

**Creation of statutory easements**

70.2 An easement for water and sewerage is created under section 36 of the Development Act in favour of Council. The area affected by this easement is shown on the works as executed plan in this management statement.

**Your obligations**

70.3 The water and sewerage system (including associated Service Lines) is owned, and will be maintained, by Council and is connected to your Lot.

70.4 Council will charge you direct for water you consume on your Lot. You must pay Council direct for water you consume on your Lot. Council has the right to discontinue water services to your Lot if you do not pay as required by Council.



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MANAGEMENT STATEMENT

Sheet 69 of 81 sheets

Part 6  
Dictionary

71 Meaning of words

AH 416286  
PART BY-LAW 71.2  
REPEALED & REPLACED  
SEE ANNEXURE 'B'



16.04.2013

71.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Management Act and the Development Act.

71.2 In this management statement:

~~Accessways are Private Accessways and Subsidiary Accessways.~~

**Architectural Code** is the architectural code approved by the Community Association. according to by-law 5. The Architectural Code helps protect the architectural and landscape integrity of Pacific Lakes.

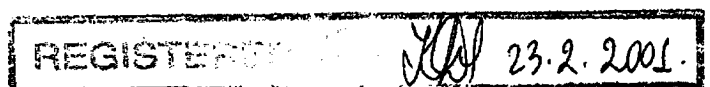
**Benefited Lot** is a Lot, Community Property, Restricted Subsidiary Property or Subsidiary Property on which a structure has been constructed that encroaches onto other Lots, Community Property, Restricted Subsidiary Property or Subsidiary Property.

**Building Works** are any works that involve:

- (a) the erection of a new structure;
- (b) changing the appearance of an existing structure (including changing the colour or materials used in the external surfaces of the structure);
- (c) the installation, hanging or attachment of fly screens, security devices, sun shades, television antennae, aerials, dishes (or other transmitting devices) and any other items which are visible from outside a Lot, a building on a Lot or a Subsidiary Scheme;
- (d) carrying out new landscaping; or
- (e) changing the appearance of existing landscaping.

Building Works do not include:

- (f) the installation of window coverings (eg curtains, blinds or louvres) according to by-law 13;
- (g) the erection of a sign according to by-law 22; or
- (h) works that do not require consent by the Community Association under the Architectural Code.



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~~Management Statement~~ Sheet 70 of 81 sheets

**Burdened Lot** is a Lot, Community property, Restricted Subsidiary Property or Subsidiary Property onto which encroach structures that have been constructed on another Lot, Community Property, Restricted Subsidiary Property or Subsidiary Property.

**Caretaker** is the person the Community Association appoints under by-law 35 to provide management and operational services for Pacific Lakes (including any other person the Community Association appoints to replace them). The Caretaker may be a company associated with the Developer.

**Change Room** is the Restricted Subsidiary Property building next to the Swimming Pool which contains shower and bathroom facilities. The location of the Change Room is shown on the concept plan in this management statement. There may be more than one Change Room at Pacific Lakes which may be Subsidiary Property or Restricted Subsidiary Property.

**Children's Playground** is that part of Pacific Lakes where a children's playground is located.

**Commercial Lot** is a lot that forms part of the Strata Scheme registered over Community Development Lot 15.

**Commercial Parking Area** is the Restricted Subsidiary Property parking area near the Community Hall shown on the concept plan in this management statement and identified as car parking.

**Committee** is the executive committee of the Community Association.

**Common Property** is common property and personal property of an Owners Corporation.

**Community Association** is the community association created on registration of the community plan accompanying this management statement.

**Community Bus** is the community bus leased or purchased by the Community Association for use by owners and occupiers in Pacific Lakes according to this management statement.

**Community Development Lot** is community development lots 2 to 16 for as long as each of those Lots has not been subdivided by a Neighbourhood Scheme or Strata Scheme.

**Community Hall** is the community hall constructed on Community Development Lot 15 that forms part of the community centre shown on the concept plan in this management statement.

**Community Property** is lot 1 in the Community Plan for Pacific Lakes.

**Council** is Wyong Shire Council.

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**MANAGEMENT STATEMENT** Sheet 71 of 81 sheets

**Developer** is Pacific Lakes Pty Limited (ACN 059 105 412) and Lakeside Projects Pty Limited (ACN 090 558 035) and their successors in title (excluding a Neighbourhood Association and Owners Corporation).

**Development Act** is the *Community Land Development Act 1989* (NSW).

**Garbage Bin** includes a bin or receptacle for garbage, garden refuse, recycling and any other types of bins or receptacles Council requires you, the Community Association or a Subsidiary Association to use.

**Government Agency** is a governmental or semi governmental administrative, fiscal or judicial department or entity.

**Home Employment** is an occupation which is carried on in (or from) a Neighbourhood Lot by the owner or occupier of that lot. Home Employment does not include:

- (a) the employment on the Neighbourhood Lot of persons other than the owner or occupier of that lot;
- (b) the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products or grit, oil or otherwise;
- (c) the display of goods, whether in a window or otherwise; or
- (d) the exhibition of any notice, advertisement or sign (other than a notice, advertisement or sign to indicate the name and occupation of that owner or occupier).

**Landscaped Area** is the landscaped area affecting Community Development Lots 2, 5, 11 and 14 as shown on the concept plan in this management statement.

**Lot is:**

- (a) a Commercial Lot;
- (b) a Neighbourhood Lot; and
- (c) a Community Development Lot.

**Management Act** is the *Community Land Management Act 1989* (NSW).

**Neighbourhood Property** is neighbourhood property and personal property of a Neighbourhood Association.

**Neighbourhood Association** is neighbourhood association created when a Community Development Lot is subdivided by a Neighbourhood Plan.

**TERMS OF REFERENCE NOT CHECKED  
IN LAND TITLE OFFICE**

DP270244

**MANAGEMENT STATEMENT** Sheet 72 of 81 sheets

**Neighbourhood Lot** is a lot that forms part of a Neighbourhood Scheme at Pacific Lakes.

**Neighbourhood Plan** is a plan which subdivides a Community Development Lot to create a Neighbourhood Scheme.

**Neighbourhood Scheme** is a neighbourhood scheme created when a Community Development Lot is subdivided by a Neighbourhood Plan.

**occupier** is the occupier or lessee of a Lot.

**Open Space Area** is that part of Pacific Lakes that does not comprise a Security Gate, a Swimming Pool, a Change Room, a Tennis Court, a Community Hall, a Commercial Parking Area, a Picnic Ground, a Children's Playground, a Pond, Accessways, footpaths (walkways) or other facilities at Pacific Lakes.

**owner** is the owner of a Lot. Unless a by-law states otherwise, an owner includes a mortgagee in possession of a Lot.

**Pacific Lakes** is the community scheme created on registration of the Community Plan accompanying this management statement.

**Picnic Ground** is that part of Pacific Lakes where a picnic ground is located.

**Pond** is that part of the Restricted Subsidiary Property where the stormwater storage ponds are located as shown on the concept plan in this management statement.

~~**Private Accessway** is the private accessway forming part of Community Property set aside under the Development Act. The location of the Private Accessway is shown on the accessway plan accompanying this management statement.~~

**Private Service** is any Service which is not a Statutory Service. Private Services include, without limitation, electricity lines and services according to by-law 40 and telecommunication services.

**public authority** includes Council and other Service Providers.

**Public Authority By-Law** is a by-law that a public authority (eg Council) has requested the Developer to include in this management statement. See clause 4 in schedule 3 of the Development Act for more information.

**Restricted Property By-Law** is a by-law that restricts use of parts of Community Property or Subsidiary Property to the Community Association, Subsidiary Association or owners. See section 54 of the Management Act for more information.

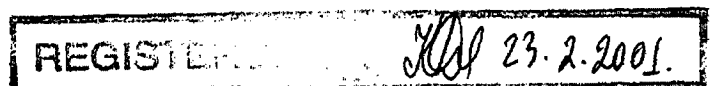
**Restricted Subsidiary Property** may include, without limitation:

- (a) a Swimming Pool

AH416286  
PART OF BY-LAW 71.2  
REPEALED & REPLACED  
SEE ANNEXURE 'B'



16.04.2013





DP 270244

**MANAGEMENT STATEMENT** Sheet 73 of 81 sheets

- (b) a Change Room
- (c) a Tennis Court;
- (d) a Community Hall;
- (e) a Commercial Parking Area;
- (f) a Picnic Ground;
- (g) a Children's Playground;
- (h) a Subsidiary Open Space Area;
- (i) a Pond; and
- (j) Subsidiary Accessways.

**Rules** are rules made by the Community Association and Subsidiary Associations about the control, management, operation, use and enjoyment of Pacific Lakes. See by-law 48 for more information.

~~**Security Gate** is any gate built at the entrance to Pacific Lakes on the Private Accessway.~~

**Security Key** in relation to Community Property and Restricted Subsidiary Property is a key, magnetic card or other device or information used in Community Property and Restricted Subsidiary Property to:

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

See by-laws 24 and 47 for more information.

**Service** is a Private Service and a Statutory Service.

**Service Line** is a pipe, wire, cable, duct or pole by which a Service is provided.

**Service Provider** is a statutory or Government Agency that provides a Service.

**Standing Approval** is a standing approval made by the Community Association from time to time that you must comply with regarding certain types of Building Works.

**Statutory Service** is a Service provided by a Service Provider.

**Statutory Services** include, without limitation:

- (a) stormwater;
- (b) water; and

AH416286  
PART BY-LAW 71.2  
REPEALED & REPLACED  
SEE ANNEXURE 'B'



16.04.2013

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MANAGEMENT STATEMENT Sheet 74 of 81 sheets

(c) gas.

**Strata Act** is the *Strata Schemes Management Act 1996* (NSW).

**Strata Plan** is a plan which subdivides a Community Development Lot to create a Strata Scheme.

**Strata Scheme** is a strata scheme created when a Community Development Lot is subdivided by a strata plan according to the *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Subsidiary Accessways** are accessways forming part of Restricted Subsidiary Property set aside under the Development Act.

**Subsidiary Association** is:

- (a) a Neighbourhood Association; and
- (b) an Owners Corporation.

**Subsidiary Building Works** are any works that involve:

- (a) works inside a Lot that affect Subsidiary Property;
- (b) works to Subsidiary Property services inside a Lot; and
- (c) changes to the structure of a Lot.

**Subsidiary Property** is:

- (a) Neighbourhood Property in a Neighbourhood Scheme; and
- (b) Common Property in a Strata Scheme

**Swimming Pool** is that part of the Restricted Subsidiary Property where a Swimming Pool is located as shown on the concept plan in this management statement. There may be more than one Swimming Pool at Pacific Lakes which may be Subsidiary Property or Restricted Subsidiary Property.

**Tennis Court** is that part of Pacific Lakes where a Tennis Court is located. There may be more than one Tennis Court at Pacific Lakes which may be Subsidiary Property or Restricted Subsidiary Property.

**you** is an owner or occupier of a Lot.

DP 270244

**MANAGEMENT STATEMENT** Sheet 75 of 81 sheets

**72 Interpreting this management statement**

- 72.1 A consent, notice or authorisation under this management statement must be given in writing.
- 72.2 In this management statement, a reference to:
- (a) a thing includes the whole or each part of it;
  - (b) a document includes any variation or replacement of it;
  - (c) a day means the period starting at midnight and ending 24 hours later;
  - (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - (e) a person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency; and
  - (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.
- 72.3 The singular includes the plural and vice versa.
- 72.4 Headings do not affect the interpretation of this management statement.
- 72.5 The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Community Association from further exercising that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 72.6 The rights, powers and remedies in the management statement are in addition to those provided by law.

TERMS OF MANAGEMENT STATEMENT CHECKED  
IN LAND TITLE OFFICE

REGISTERED  
23.2.2001

DP270244

MANAGEMENT STATEMENT

81  
Sheet 76 of 77 sheets

**Signatures, consents and approvals**

Dated this \_\_\_\_\_ day of \_\_\_\_\_

THE COMMON SEAL of PACIFIC LAKES PTY LIMITED is duly affixed by authority of its directors in the presence of:

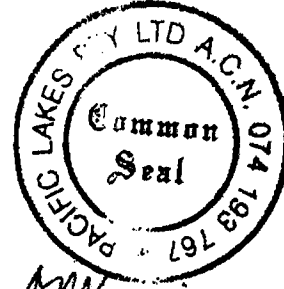
*[Handwritten signature]*

Signature of authorised person

*DIRECTOR*

Office held

*DENNIS HEWESMAN*  
Name of authorised person (block letters)



*[Handwritten signature]*

Signature of authorised person

*DIRECTOR*

Office held

*DAVID KINGSTON*  
Name of authorised person (block letters)

THE COMMON SEAL of LAKESIDE PROJECTS PTY LIMITED is duly affixed by authority of its directors in the presence of:

*[Handwritten signature]*

Signature of authorised person

*Director*

Office held

*NEIL ANU*  
Name of authorised person (block letters)

*[Handwritten signature]*

Signature of authorised person

*Secretary*

Office held

*John Karyinos*  
Name of authorised person (block letters)



DP270244

MANAGEMENT STATEMENT

81  
Sheet 77 of 77 sheets

## Certificate of Approval

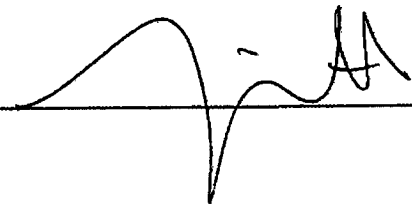
Wyong Shire Council certifies that the terms and conditions of this management statement are consistent with:

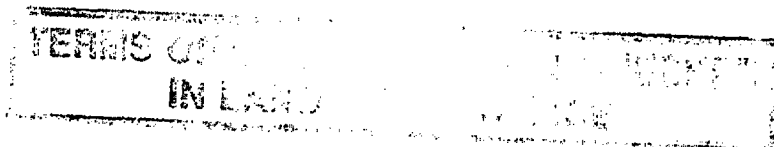
- (a) Development Consent No. 645/90 issued by the New South Wales Land and Environment Court by order dated 13 June 1991 (as varied by order dated 20 January 1994); and
- (b) Development Consent No. 1330/00 dated 18 September 2000 issued by Wyong Shire Council.

Date

19<sup>TH</sup> DECEMBER 2000

Signature on behalf  
of Wyong Shire  
Council



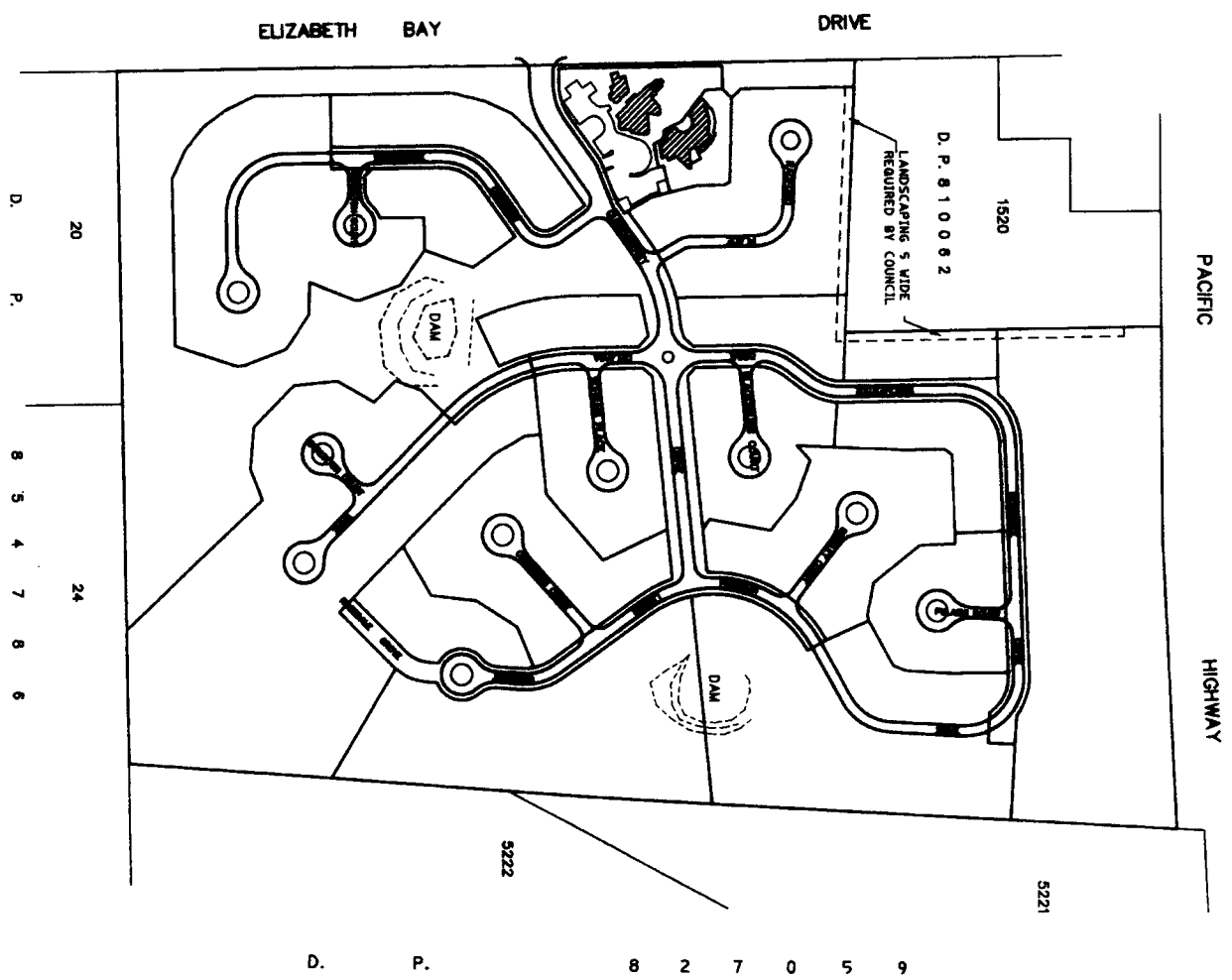
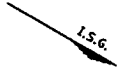












MANAGEMENT STATEMENT  
 REGISTERED 23.2.2001.

**D P 270244**

**CONCEPT PLAN**  
 SHEET B1 OF B1 SHEETS  
 PLAN OF OVERALL DEVELOPMENT LAYOUT

1. CHINA & TONGUE  
 2. 2014/09/14  
 3. 2014/09/14  
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**CONCEPT PLAN**  
 1:2000

Form: 21CSM  
 Release: 2.2  
 www.lpma.nsw.gov.au

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

**DP 270244**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**  
 Sheet 1 of 1 Sheets

New South Wales  
 Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/270244
----------

(B) LODGED BY

Document Collection Box <b>30P</b>	Name, Address or DX, Telephone, and Customer Account Number if any LJ Kane & Co PO Box A2247 SYDNEY SOUTH NSW 1235 Reference: DP/270244	CODE <b>CS</b>
	LUN123818G CSTM	

(C) APPLICANT

Community Association	Deposited Plan No. 270244
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 03 August 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

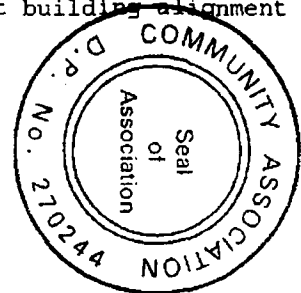
(E) BY-LAWS

Repealed N/A	Added 13.3.1 and 13.3.2 as fully set out below
-----------------	---

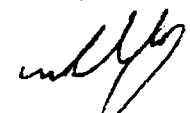
(F) TEXT OF ADDED BY-LAW

13.3.1 Subject to by-law 13.4, if you are the owner or occupier of a Neighbourhood Lot, you do not need consent from the Community Association to keep a mobile home, motor home or caravan in your Lot if it is behind the front building alignment of your lot or the buildings erected on adjoining lots.

13.3.2 Subject to by-law 13.4, if you are the owner or occupier of a Neighbourhood Lot, you do not need consent from the Community Association to keep a mobile home, motor home, caravan or trailer in your Lot if it is behind the front building alignment of your lot or the buildings erected on adjoining lots.



(G) The common seal of the Community association deposited plan 270244 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:   
 Name of witness: Michael Gilday  
 Date: 06 August 2010

**REGISTERED** 11/10/2010

**DP 270244**

**MANAGEMENT STATEMENT  
ANNEXURE 'B'  
Sheet 1 of 4 Sheets**

Form: 21CSM  
Release: 24

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39  
Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE  
D/P 270244 1/270244

(B) LODGED BY  
Document Collection Box 30P  
Name, Address or DX, Telephone, and Customer Account Number if any  
LJKane & Co LLPN 1238186  
Reference: D/P 270244  
CODE  
CS

(C) APPLICANT  
Community Association Deposited Plan No. 270244

(D) The applicant certifies that by a special resolution passed on 13 October 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS  
Repealed: ~~WA Annexure B~~  
Added: As per Annexure A as fully set out below

(F) TEXT OF ADDED BY-LAW  
As Per Annexure A

Bylaws 4.1, 21.2, 53.1, 63.1, 63.2, 65.5, 66.5  
71.2,

**RELODGED**  
14 MAR 2013  
TIME: 1.15

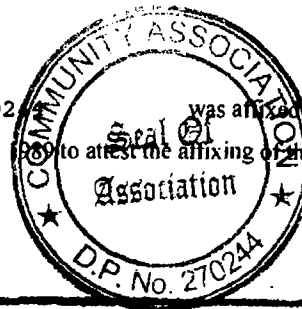
15 APR 2013  
1335

(G) The common seal of the Community association deposited plan 270244 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Signature]*

Name of witness: Michael Gilday

Date: 08 November 2012



**REGISTERED** 16.04.2013

**DP 270244**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'B'**  
Sheet 2 of 4 Sheets

Annexure A to Amendment of Management Statement

Parties: Community Association DP270244 as Applicant

Dated: 2005

**1 Amendment of by-law 4.1**

By-law 4.1 is deleted and replaced with the following new by-law 4.1:

"4.1 There are six parts in this management statement:

Part 1	<b>Community management statements</b> By-laws about the purpose of this management statement and how it works are in part 1.  The Community Association may change or cancel by-laws in part 1 only by special resolution.
Part 2	<b>Building works</b> By-laws about the procedures for making building and landscaping alterations and building new structures are in part 2.  The Community Association may change or cancel by-laws in part 2 only by unanimous resolution.
Part 3	<b>Your rights and obligations</b> By-laws about your obligations as an owner or occupier of a Lot are in part 3.  The Community Association may change or cancel by-laws in part 3 only by special resolution.
Part 4	<b>Rights and obligations of the Community Association and Subsidiary Associations</b> By-laws about the Community Association, Subsidiary Associations, insurance, contracts and meetings of the Committee are in part 4.  The Community Association may change or cancel by-laws in part 4 only by special resolution.
Part 5	<b>Pacific Lakes and Community Property</b> By-laws about Community Property and using community facilities are in part 5. This part also has by-laws about internal fencing, services and the Open Accessway.  Generally, the Community Association may change or cancel by-laws in part 5 only by special resolution.
Part 6	<b>Dictionary</b> Part 6 explains what words written Like This and some other expressions mean. It also explains how to interpret this management statement.

*Annexure A*

---

**2 Amendment of by-law 21.2**

By-law 21.2 is deleted and replaced with the following new by-law 21.2:

"21.2 Subject to by-law 58 regarding parking in the Commercial Parking Area, you must have consent:

- (a) from the Community Association to park on Community Property (including the Open Accessway) or Restricted Subsidiary Property (including Subsidiary Accessways); and
- (b) from a Subsidiary Association to park on its Subsidiary Property."

---

**3 Amendment of by-law 53.1**

By-law 53.1 is deleted and replaced with the following new by-law 53.1:

"53.1 Community Property at Pacific Lakes includes the Open Space Area, the Open Accessway and the Security Gate."

---

**4 Amendment of by-law 63.1**

By-law 63.1 is deleted and replaced with the following new by-law 63.1:

"63.1 There are two types of Accessways in Pacific Lakes:

- (a) the Open Accessway in Community Property; and
- (b) Subsidiary Accessways which form part of Restricted Subsidiary Property."

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**5 Amendment of by-law 63.2**

By-law 63.2 is deleted and replaced with the following new by-law 63.2:

"63.2 The accessway plan in this management statement shows the location of the Open Accessway."

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**6 Amendment of by-law 65.5**

By-law 65.5 is deleted and replaced with the following new by-law 65.5:

"Each Subsidiary Association and the owner of Community Development Lot 16 may:

- (a) gain access to the Restricted Community Property through Community Property and the Open Accessway; and
- (b) subject to this management statement, exercise their rights under this by-law at any time."

*mlb*

*Annexure A*

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**7 Amendment of by-law 66.5**

By-law 66.5 is deleted and replaced with the following new by-law 66.5:

"Subsidiary Associations must grant restricted use or exclusive use (as appropriate) of their Subsidiary Property by by-law. The by-law must:

- (a) require the Community Association to control, manage, operate and maintain the Restricted Subsidiary Property as if it were Community Property;
- (b) require the Community Association to control, manage, operate and maintain Subsidiary Accessways as if they were part of the Open Accessway;
- (c) require the Community Association to be responsible for the costs of the Restricted Subsidiary Property according to the Management Act; and
- (d) allow the Community Association to make agreements with third parties (eg the Caretaker) to exercise its rights or functions under the by-law."

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**8 Amendment of by-law 71.2**

- (a) The definition of "Accessways" in By-law 71.2 is deleted and replaced with the following new definition of "Accessways":

"Accessways are the Open Accessway and Subsidiary Accessways."

- (b) The following definition of "Open Accessway" is inserted in By-Law 71.2:

"Open Accessway is the open accessway forming part of Community Property set aside under the Development Act. The location of the Open Accessway is shown on the accessway plan accompanying this management statement."

- (c) The definition of "Private Accessway" in By-law 71.2 is deleted.
- (d) The definition of "Security Gate" in By-law 71.2 is deleted and replaced with the following new definition of "Security Gate":

"Security Gate is any gate built at the entrance to Pacific Lakes on the Open Accessway."

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**9 Amendment of Accessway Plan**

The words "Plan of private access ways within Pacific Lakes" in the Accessway Plan ~~Annexure~~ are deleted and replaced with the following words:

"Plan of open access ways within Pacific Lakes"

*Page 79 of 81*

*mly*

Form: 21CSM  
 Release: 24

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

**DP 270244**  
 MANAGEMENT STATEMENT  
 ANNEXURE 'C'  
 Sheet 1 of 1 Sheet

New South Wales  
 Section 39

Community Land Development Act 1999

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

DP: <del>270244</del> 1/270244
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(B) LODGED BY

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(C) APPLICANT

Community Association	Deposited Plan No. 270244
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(D) The applicant certifies that by a special resolution passed on 17 July 2013 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repeated 23.1b, 64.2, 64.3 and 64.4	Added as fully set out below
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(F) TEXT OF ADDED BY-LAW



(G) The common seal of the Community association deposited plan 270244 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Handwritten Signature]*

Name of witness: Michael Gilday

Date: 05 August 2013

REGISTERED 2-9-2013