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Mobys Beachside Retreat

DP270366

Community Management Statement for
Community Plan No. D.P. 270366



HOLDING REDLICH

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SCANNED RECORDS

FORM 28
COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989
COMMUNITY MANAGEMENT STATEMENT

WARNING

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

PART I

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be varied or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Management Act.

1 Architectural and Landscape Standards

- 1.1 The Community Association may prescribe architectural and landscape standards for the Community Scheme.
- 1.2 The Architectural and Landscape Standards bind:
 - (a) the Community Association; and
 - (b) each Subsidiary Body; and
 - (c) each owner or occupier of a Lot; and
 - (d) each mortgagee in possession of a Lot; and
 - (e) each lessee of a Lot.
- 1.3 The Community Association must, when requested by a Subsidiary Body or the owner of a Community Development Lot and on payment of a reasonable fee, provide an up-to-date copy of the Architectural and Landscape Standards.

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2 Varying Architectural and Landscape Standards

- 2.1 The Community Association may from time to time vary the Architectural and Landscape Standards but only in accordance with this By-law 2.
- 2.2 A Subsidiary Body or the owner of a Lot may apply to the Community Association requesting the variation of the Architectural and Landscape Standards.

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CHECKED IN L.P.I.**

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- 2.3 An application under this By-law 2 must contain sufficient details of the variation requested to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed variation. The Community Association may request additional information about the variation requested to enable it to make a decision.
- 2.4 An application under this By-law 2 must be referred to a General Meeting for its decision by unanimous resolution.
- 2.5 If the Architectural and Landscape Standards are varied, then the Community Association must, within a reasonable time, give a copy of the Architectural and Landscape Standards as varied to each Subsidiary Body and each owner of a Community Development Lot.

3 Carrying out work

- 3.1 The Executive Committee must, in addition to its other Functions under the Management Act and this Management Statement, determine any application made to it under this By-law 3.

- 3.2 No Building Modification, New Construction or Landscape Modification may be started or put in place unless and until the plans and specifications for such work have been approved by the Executive Committee.

- 3.3 Plans and specifications submitted for approval to the Executive Committee must:

For Building Modification or New Construction

- (a) show the nature, kind, shape, height, width, colour, size, materials and location of the Building Modification or New Construction; and
- (b) include a landscaping proposal.

For Landscape Modification

- (c) show the nature, kind, shape, colour, height, quantity and location of the proposed plants, flowers, shrubs and trees; and
- (d) show the nature and type of proposed landscaping material and features.

- 3.4 In considering an application under this By-law 3 the Executive Committee must consider:

Compliance with the Architectural and Landscape Standards

For Building Modification or New Construction

- (a) suitability of design, colour and materials; and
- (b) quality of design, colour and materials; and

- (c) harmony of external design with existing structures; and
- (d) location in relation to surrounding structures and topography; and
- (e) elevation in relation to existing structures and topography; and
- (f) harmony with existing landscaping.

For Landscape Modification

- (g) suitability of design, colour, plant species and landscape materials and features; and
 - (h) quality of design, colour, plant species and landscape materials and features; and
 - (i) location in relation to surrounding structures and topography; and
 - (j) elevation in relation to existing structures and topography; and
 - (k) harmony with existing landscaping and structures; and
 - (l) the removal of or dealing with existing plants, flowers, shrubs and trees.
- 3.5 The Executive Committee's approval, approval with conditions or disapproval of an application under this By-law 3 must be made solely by reference to these By-laws and the Architectural and Landscape Standards.
- 3.6 Although the Executive Committee is responsible for considering an application under this By-law 3, the Executive Committee may refer any such application to a General Meeting of the Community Association for direction.
- 3.7 The Original Owner has all rights necessary to enable and assist the Original Owner to carry out the Development Activities, including:
- (a) the right to carry out the Development Activities in stages; and
 - (b) the right to use Restricted Community Property and any part of it in connection with the Development Activities.
- 3.8 Nothing in this by-law 3:
- (a) affects the rights of the Original Owner to carry out Development Activities; or
 - (b) imposes an obligation on the Original Owner to obtain approval under this by-law 3 for the purposes of carrying out Development Activities.

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4 Modifications and New Construction by Community Association

If the Community Association carries out or allows to be carried out a Building Modification, Landscape Modification or New Construction on Community Property it must comply with or ensure compliance with the Architectural and Landscape Standards.

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may not be varied during the initial period and may only be varied after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-laws to use the Restricted Community Property.

5 Development in Stages

- 5.1 Use of the Community Property and services lines owned by the Community Association is restricted to the Original Owner for the purposes set out in this By-law 5.
- 5.2 Use of the Restricted Community Property under this By-law 5 ends when the Original Owner serves a notice on the Community Association that Development Activities on the Community Parcel have ended. Despite this, the Original Owner may give such a notice at any time in relation to part of the Restricted Community Property if Development Activities have ended on that part of the Restricted Community Property.
- 5.3 The Original Owner and all persons authorised by the Original Owner have all rights necessary to enable and assist the Original Owner to facilitate development of the Community Parcel in stages and to carry out Development Activities on the Community Parcel.
- 5.4 Access to the Restricted Community Property under this By-law 5 is to be by the Open Access Way.
- 5.5 If the Original Owner locks up or secures any of the Restricted Community Property the Original Owner must give the secretary of the Community Association a key or other means of access to that locked or secured area.
- 5.6 The Original Owner may not lock up or secure or restrict access to any part of the Open Access Way in relation to which Development Activities have been completed.
- 5.7 The right to use the Restricted Community Property under this By-law 5 may be exercised between the hours of 7am and 7pm each day except for Sundays, Christmas Day and Good Friday or such other times that may be permitted by the Council.
- 5.8 The Community Association must maintain the Restricted Community Property subject to any obligations imposed by the Council.
- 5.9 The Community Association must levy a contribution for any costs associated with maintaining the Restricted Community Property unless that cost is payable by the Original Owner under this By-law 5.

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- 6 In carrying on Development Activities the Original Owner must interfere as little as practicable with the use of the Open Access Way by those entitled to use it.

PART 3

MANDATORY MATTERS

7 Open Access Way

- 7.1 The Community Association must control, manage and properly maintain and keep in a good and serviceable state of repair the Open Access Way as required by the Management Act.
- 7.2 The Open Access Way is available for use by members of the public, owners or occupiers of Lots and Authorised Visitors.
- 7.3 Prohibited Activities are not allowed on the Open Access Way.

8 Community Property

- 8.1 The Community Association must control, manage and properly maintain and keep in a good and serviceable state of repair the Community Property.
- 8.2 The Community Association may contract with persons to provide management operational, maintenance and other services in connection with Community Property.

9 Internal Fencing

- 9.1 Subject to this By-law 9, the Dividing Fences Act 1991 applies to the provision of, and payment for all fencing on the Community Parcel.
- 9.2 Unless it resolves otherwise, the Community Association is not obliged to pay for any fencing on the Community Parcel.

10 Garbage

- 10.1 Garbage must be made available for collection, according to the requirements of the Community Association or the Council or both.
- 10.2 There is no obligation (in addition to the obligation to manage and properly maintain Community Property) imposed on the Community Association to collect garbage.

11 Services

- 11.1 The relevant Service Provider is responsible for and must maintain and keep in a good and serviceable state of repair Statutory Services and associated Service Lines within the Community Parcel. *See Annexure 'A' for list of Service Providers.*

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- 11.2 The Community Association is responsible for and must maintain and keep in a good and serviceable state of repair Private Services and associated Service Lines within the Community Parcel. *See Annexure 'A' for list of Service Providers.*
- 11.3 If a later prescribed diagram is required under section 36(4) of the Development Act (because a Service Line is installed in a different position from that shown in the prescribed diagram for the Service Line), the Community Association, any Subsidiary Body and the owners of any Lots whose land would be burdened by the statutory easement for the Service Line shown in the later prescribed diagram must do everything necessary to ensure that the later prescribed diagram is lodged and registered as an amendment to this Management Statement.

12 Insurance

- 12.1 The Community Association must review each year all insurances and the need for new, varied or additional insurances.
- 12.2 Notice of an Annual General Meeting must include a motion to take any action required as a result of this By-law 12.
- 12.3 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property or the Community Association.
- 12.4 An owner or occupier of a Lot must not, except with the prior written approval of the Community Association do anything that might void or prejudice insurances effected by the Community Association or increase any insurance premium payable by the Community Association.

13 Executive Committee

- 13.1 The Executive Committee must put up and maintain a notice board on some part of the Community Property.
- 13.2 The Secretary or whoever convenes a meeting of the Executive Committee must:
- (a) give written notice and provide a detailed agenda to each Executive Committee member; and
 - (b) for at least 48 hours immediately before the Executive Committee meeting, display on the notice board referred to in By-law 13.1 a notice of intention to hold the meeting and the detailed agenda.
- 13.3 Only business included on the detailed agenda referred to in By-law 13.2 may be dealt with at an Executive Committee meeting.
- 13.4 If notice has been given in accordance with By-law 13.2 the Executive Committee may decide the business on the detailed agenda in writing without physically meeting.
- 13.5 If a meeting of the Executive Committee is to be physically held, an owner of a Lot (including a company nominee) may attend that meeting but may not address that meeting unless authorised by the Executive Committee.

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13.6 The Management Act applies in relation to the keeping of minutes of Executive Committee meetings, records of its decisions and records of notices given to the Secretary.

PART 4

OPTIONAL MATTERS

14 Restrictions on Parking

14.1 An owner or occupier of a Lot must ensure their Authorised Visitors only use the parking areas on the Open Access Way designated by the Community Association.

15 Community Association's right to enter into contracts

15.1 The Community Association may contract with persons to provide:

- (a) management, operational, maintenance and other services in connection with Community Property; and
- (b) services and amenities to the owners or occupiers of Lots.

15.2 The Community Association is empowered to contract with the Original Owner or its nominee (Caretaker) to provide:

- (a) management, operational, maintenance and other services in connection with the Community Property; and
- (b) services and amenities to the owners or occupiers of Lots.

15.3 The Community Association intends during the initial period to enter into an agreement the effect of which is disclosed for the purposes of the Management Act as follows:

Parties	Community Association and Caretaker
Term	5 years with 2 options of 5 years each
Duties	<p>The duties of the Caretaker are:</p> <ul style="list-style-type: none"> (a) the cleaning, caretaking, security, supervision and servicing of Community Property use which is not Restricted Community Property; (b) the supervision of the general repair, maintenance, renewal and replacement of the Community Property and personal property vested in the Community Association; (c) the control and supervision of the Community Parcel

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	generally; and (d) any other matter, activity or thing which the Community Association agrees is necessary or desirable having regard to the operational and management requirements of the Community Association.
Contracting with third parties	The Caretaker has the right to contract with third parties for the purpose of carrying out its duties under this agreement
Remuneration	The amount equal to \$1,100 per beachside villa per annum for the year ending 30 June 2004 (adjusted proportionately if the Commencement Date of the Caretaking Agreement is during the year ending 30 June 2004) for performing the duties under the agreement. The remuneration shall be reviewed annually on 1 July each year for the ensuing twelve (12) month period during the term of the Caretaking Agreement or any extended term in accordance with the formula in clause 6 of the Caretaking Agreement.
Assignment	The Caretaker has the right to assign its rights under the agreement to a respectable and responsible assignee.
Termination	The agreement may be terminated by the Community Association if: (a) the Caretaker assigns its interest in the agreement in breach of the assignment provisions; or (b) the Caretaker fails or neglects to carry out its duties after 28 days notice to rectify from the Community Association; or (c) the Caretaker is guilty of gross misconduct or gross negligence in performance of its duties; or (d) the Caretaker enters into liquidation. The agreement may be terminated by the Caretaker: (e) if the Community Association fails or neglects to carry out its duties after 28 days notice to rectify from the Caretaker; or (f) the Community Association fails to pay to the Caretaker its remuneration or other moneys payable within 28 days of the due date whether or not any formal demand has been made; or (g) an order is made varying or terminating the Community

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	Scheme; or (h) at any time during the Term by giving at least 3 months prior written notice to the Community Association.
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15.4 The Community Association is empowered to contract with the Original Owner or its nominee (**Letting Agent**) to provide a letting service to owners of Lots.

15.5 The Community Association intends during the initial period to enter into an agreement the effect of which is disclosed for the purposes of the Management Act as follows:

Parties	Community Association and Letting Agent
Term	5 years with 2 options of 5 years each
Duties	The duties of the Letting Agent are: (a) to offer a letting service for the owners of Lots; (b) to run the letting service competently and to an appropriate standard; (c) to maintain and staff an office/reception area within the Community Parcel during such hours as are reasonably necessary to properly provide the letting service; (d) to supervise the standards and conduct of tenants of owners of Lots to minimise nuisance to other owners of Lots and occupants and to protect the property of the Community Association; and (e) to make efforts to ensure the best return possible to owners of Lots.
Contracting with third parties	The Letting Agent has the right to contract with third parties for the purpose of carrying out its duties under this agreement
Remuneration	Nil
Assignment	The Letting Agent has the right to assign its rights under the agreement to a respectable and responsible assignee.
Termination	The agreement may be terminated by the Community Association if: (i) the Letting Agent assigns its interest in the agreement in breach of the assignment provisions; or

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	<p>(j) the Letting Agent fails or neglects to carry out its duties after 28 days notice to rectify from the Community Association; or</p> <p>(k) the Letting Agent is guilty of gross misconduct or gross negligence in performance of its duties; or</p> <p>(l) the Letting Agent enters into liquidation.</p> <p>The agreement may be terminated by the Letting Agent:</p> <p>(m) if the Community Association fails or neglects to perform its obligations after 28 days notice to rectify from the Letting Agent; or</p> <p>(n) an order is made varying or terminating the Community Scheme; or</p> <p>(o) at any time during the Term by giving at least 3 months prior written notice to the Community Association.</p>
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16 Private Services

- 16.1 The Community Association may:
- (a) provide Private Services to the owner or occupier of a Lot;
 - (b) arrange for the installation and maintenance of Service Lines for Private Services; and
 - (c) contract with persons to provide or monitor, in part or in whole, Private Services.
- 16.2 The owner or occupier of a Lot:
- (a) must not, without the prior written approval of the Community Association, carry out any works that interfere with Private Services; and
 - (b) must not obstruct or prevent access to, overload or damage Private Services.
- 16.3 An owner or occupier of a Lot who becomes aware of damage to or the defective operation of a Private Service must immediately notify the Community Association.

17 Community Association's right to maintain services

The Community Association may enter a Lot to maintain, repair, alter, add to, increase the capacity of or renew or inspect Private Services, so long as notice has been given under section 60 of the Management Act.

18 Owner and occupier responsible for others

- 18.1 An owner or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with these By-laws as if that Authorised Visitor were an owner of a Lot.
- 18.2 If an Authorised Visitor does not comply with these By-laws the owner or occupier must withdraw the consent to the Authorised Visitor being on the Community Parcel and request that person to leave the Community Parcel.

19 Aerials and Solar Energy Devices

The owner or occupier of a Lot must not, except with the prior written approval of the Community Association and in compliance with requirements (if any) of Council, construct, install or attach to the outside of any building on a Lot, the outside of any building containing a Lot or a structure on a Lot:

- (a) any television, radio or other aerial or antenna or any other transmitting or receiving device; or
- (b) any solar energy collector panels and associated equipment; or
- (c) any energy conservation equipment; or
- (d) a solar hot water system and associated equipment.

20 Things not in keeping with

The owner or occupier of a Lot must not, except with the prior written approval of the Community Association, construct, install or maintain on or in a Lot any thing that can be seen from outside the Lot, which is not in keeping with the building on or landscaped areas of the Lot.

21 Maintenance of building on Lot

- 21.1 The owner or occupier of a Lot must keep the Lot including, without limitation, the exterior of the building on the Lot, clean and tidy and in good repair and condition.
- 21.2 The owner or occupier of a Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural and Landscape Standards and, without limitation, with materials of the same or similar quality and colour as those used in the construction of the building.

- 21.3 The Community Association may give a written notice to the owner of a Lot requiring compliance with the terms of this By-law.

22 Maintenance of landscaped areas on Lot

- 22.1 The owner or occupier of a Lot must:

- (a) keep the landscaped area of the Lot clean and tidy and in good repair and condition; and
- (b) carry out all maintenance to landscaped areas of the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.

- 22.2 The Community Association may give written notice to the owner of a Lot requiring compliance with the terms of this By-law.

23 Obligations and Restrictions

- 23.1 **Noise**

An owner or occupier of a Lot must not create any noise on a Lot or Community Property likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Community Property.

- 23.2 **Obstruction of Community Property**

An owner or occupier of a Lot must not obstruct lawful use of Community Property by any person except on a temporary or non-recurring basis.

- 23.3 **Behaviour of owners and occupiers**

An owner or occupier of a Lot when on Community Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person lawfully using Community Property.

- 23.4 **Children playing on Community Property**

An owner or occupier of a Lot must not permit any child of whom the owner or occupier has control to:

- (a) play on Community Property within a building (areas of Community Property designated as a child's playground area excepted); or

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(b) be or remain on Community Property comprising a car parking area or other area of possible danger or hazard to children

unless accompanied by an adult exercising effective control.

23.5 Storage of inflammable liquids and other substances and materials

An owner or occupier of a Lot must not, except with the prior written approval of the Community Association, use or store on the Lot or on Community Property any inflammable chemical, liquid or gas or other inflammable material.

23.6 Application of By-law 23.5

By-law 23.5 does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

23.7 Keeping of animals

An owner or occupier of a Lot may keep an animal within the Community Parcel if the prior written consent of the Executive Committee is obtained in that regard and so long as, in the opinion of the Executive Committee reasonably held, the owner takes such action as may be necessary to clean all areas of its Lot and Community Property that are soiled by the animal, and the animal does not cause nuisance or disturbance to other owner/occupiers.

23.8 Preservation of fire safety

The owner or occupier of a Lot must not do anything or permit any Authorised Visitor to do anything on the Lot or Community Property that is likely to affect the operation of the safety devices in the Community Parcel or to reduce the level of fire safety in the Lots or Community Property.

23.9 Damage to lawns and plants on Community Property

An owner or occupier of a Lot must not, except with the prior written approval of the Community Association:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Community Property; or

(b) use for his or her own purposes as a garden any portion of the Community Property.

23.10 Doing things to Community Property

An owner or occupier of a Lot must not do anything to interfere with, damage or deface Community Property, without the prior written approval of the Community Association.

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23.11 Electronic interference with domestic appliances

An owner or occupier of a Lot must not operate or permit to be operated on the Community Parcel any device or electronic equipment that might interfere with any domestic appliance lawfully in use on the Community Parcel.

23.12 Doing things to community property

An owner or occupier of a Lot must not do anything to interfere with, damage or deface Community Property, without the prior written approval of the Community Association.

23.13 Compliance with requirements of authorities

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

23.14 Irrigation System

- (a) The Community Association is responsible for the Irrigation System.
- (b) The Community Association is responsible to maintain in good condition, repair and replace Service Lines comprising the Irrigation System and, in particular, the in-ground retention tanks and associated equipment whether located in Community Property or in a Community Development Lot.

24 Community Association's right to remedy

- 24.1 The Community Association may do anything on a Lot which should have been done by the owner or occupier of a Lot but which has not been done or not been done properly.
- 24.2 If the Community Association exercises its right under this By-law then for as long as it is necessary and at the cost of the owner or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there.
- 24.3 The Community Association may enter and remain on a Lot under this By-law only after the date specified in a notice given to the owner of a Lot by the Community Association stating its intention to so enter.

25 Community Association's right to recover money

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

26 Reimbursement of costs, charges and expenses

- 26.1 An owner or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the owner or occupier.

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- 26.2 The costs, charges and expenses under this By-law include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration, legal, professional and other costs in connection with those events.

27 Things done at owner's or occupier's cost

Anything an owner or occupier of a Lot is required under the By-laws must be done at the costs of the owner or occupier.

28 Community Association not liable for damage

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

29 Interest on overdue money

- 29.1 An owner or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 29.2 During the period that an amount under this By-law remains unpaid, on demand or at times notified by the Community Association, interest is calculated on daily balances at the rate equal to 2% per year above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association from time to time) on unsecured overdraft accommodation \$100,000.00 or more.
- 29.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and manner in this By-law.

PART 5

MISCELLANEOUS

30 By-laws required by public authorities

- 30.1 This By-law 30 may not be revoked, varied or repealed without the prior written consent of Council.
- 30.2 An owner or occupier of a Lot may not at any one time occupy residential accommodation in the Community Parcel for a continuous period of more than 28 days at any one time and no more than 112 days in any one calendar year.
- 30.3 The Restaurant Facilities may only be made available to persons who are owners or occupiers of a Lot.
- 30.4 The Pool may only be used between the hours of 8am and 8pm.

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31 Dictionary

31.1 Words that this By-law 31 does not explain have the same meaning as they do in the Development Act and the Management Act 1989.

31.2 In this Management Statement:

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

Architectural and Landscape Standards means the architectural and landscape standards prescribed by the Community Association for the Community Scheme as varied from time to time in accordance with these By-laws.

Authorised Visitor means a person on the Community Parcel with the consent express or implied of an owner or occupier of a Lot, the Community Association or a Subsidiary Body.

By-law means a by-law in this Management Statement.

Building Modification means any modification, addition, alteration or colour change made to the exterior of an existing building or structure on the Community Parcel.

Caretaker has the meaning given to it in By-law 15.

Community Association means the corporation that is:

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

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

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

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

Community Property means the lot shown in the Community Plan as community property.

Community Scheme means:

- (a) the subdivision of land by the Community Plan; and
- (b) the subdivision of land in the Community Plan; and
- (c) the rights conferred, and the obligations imposed, by or under the Community Schemes Legislation in relation to the Community

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Association, Community Property, each Subsidiary Body and persons having interests in or occupying Lots.

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

Council means Great Lakes Council.

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

Development Activities means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) above, which is considered necessary or desirable by the Original Owner;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) above; or
- (e) the sub-division of land forming part of the Community Parcel.

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

Function includes a power, authority and duty.

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

Irrigation System means the system for the reticulation of stormwater retained in the Community Parcel, including any bore pumps, for the purposes of watering certain landscaped areas of the Community Parcel.

Landscape Modification means any modification, addition or alteration made on or to an existing landscaped area on the Community Parcel.

Letting Agent has the meaning given to it in By-law 15.

Lot means a Community Development Lot, a Precinct Development Lot or a Neighbourhood Lot.

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

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

Neighbourhood Lot means land that is a lot in a neighbourhood plan that is part of the Community Parcel but is not neighbourhood property, a public reserve or a drainage reserve.

New Construction means building work that is intended to be carried out on the Community Parcel.

Open Access Way means the part of Community Property set apart under Section 41(1) of the Development Act and identified on the Community Plan as Open Access Way.

Original Owner means Sandlock Pty Ltd (ABN 80 082 425 778).

Pool means the swimming pool located on Community Property.

Precinct Development Lot means a lot in a precinct plan that is part of the Community Parcel that is not precinct property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the precinct scheme.

Private Service means a service in the Community Parcel which is not a Statutory Service.

Prohibited Activities means:

- (a) riding skateboards or non-motorised scooters; and
- (b) using rollerskates or rollerblades; and
- (c) consuming alcohol; and
- (d) acting in a dangerous or offensive manner.

Restaurant Facilities means the restaurant and related facilities contained in lot 23.

Restricted Community Property means the part of Community Property the use of which is restricted to the Original Owner under By-law 5.

Secretary means the secretary of the Executive Committee.

Service means a service running through Community Property or Lots as the case may be and includes:

- (a) the supply of water, gas or electricity;
- (b) the provision of sewerage and drainage;
- (c) transmission of telephone, radio and television by satellite or other means;

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- (d) security systems; and
- (e) any other facility, supply or transmission.

Service Line means a pipe, wire, cable, duct or pole by means of which a Statutory Service or a Private Service is or is to be provided.

Service Provider means the provider of a Statutory Service.

Statutory Service includes the following services:

- (a) the supply of water, gas and electricity; and
- (b) the provision of sewerage and drainage; and
- (c) transmissions by telephone, radio or television.

Subsidiary Body means a precinct association, neighbourhood association or strata corporation constituted under a precinct scheme, neighbourhood scheme or strata scheme that is part of the Community Scheme.

31.3 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 law, ordinance or code includes regulations and other instruments under it and consolidations, amendment, re-enactments or replacements of them; and
- (d) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

31.4 The singular includes the plural and vice versa.

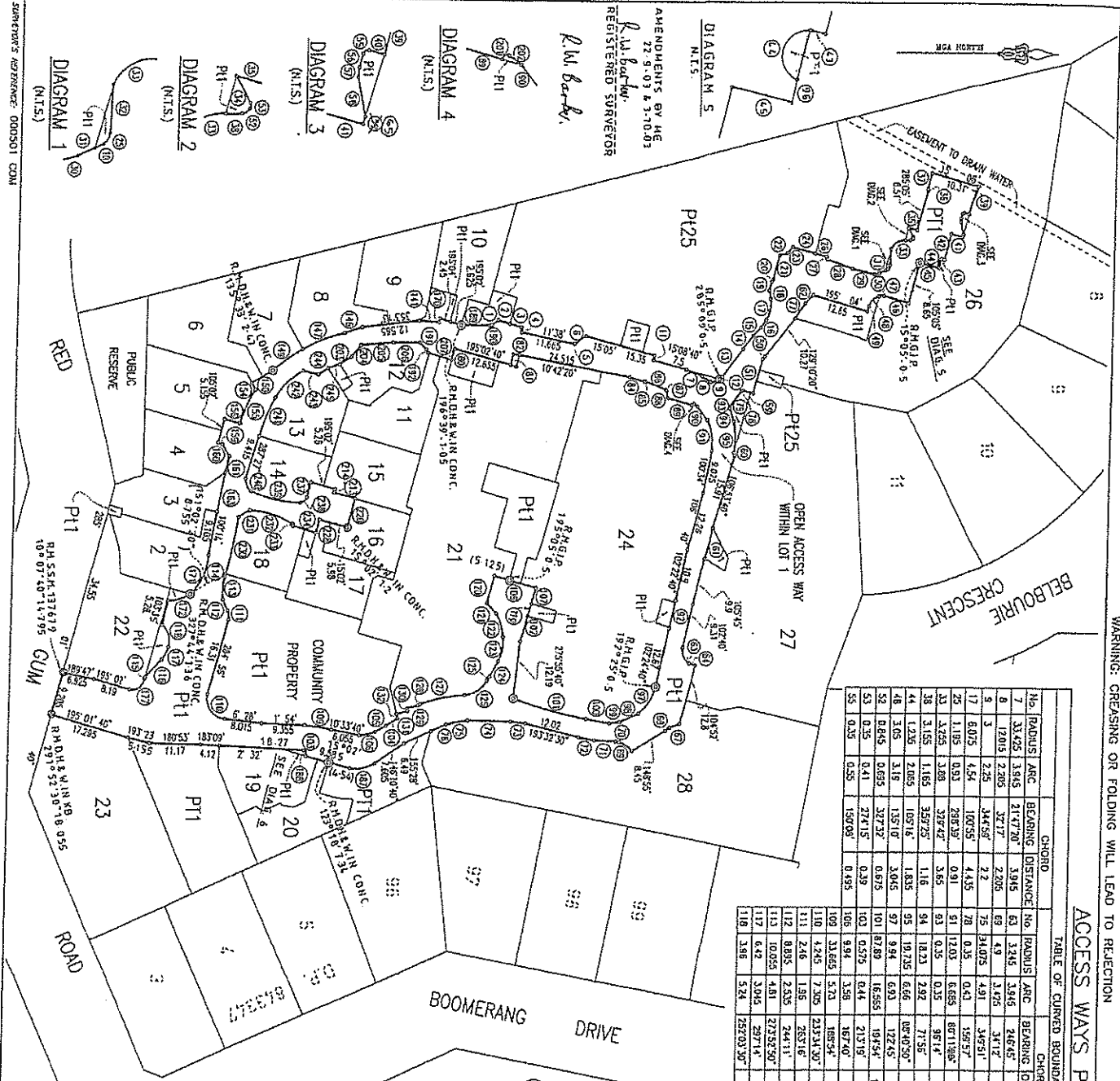
31.5 Headings do not affect the interpretation of this Management Statement.

31.6 A term of this Management Statement, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Rev: R149156 /Doc: DP 0270366 /Rev: 10-01-2010 /Sta: 10-01-2010 /Proj: 10-Nov-2007 11:55 /Proj: ALL /Fig: 21 of 21
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PLAN FORM 5

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

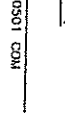
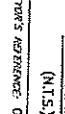


ACCESS WAYS PLAN

TABLE OF CURVED BOUNDARIES			
NO	RADIUS	ARC BEARING	DISTANCE
1	12015	2205	2205
2	12015	2205	2205
3	12015	2205	2205
4	12015	2205	2205
5	12015	2205	2205
6	12015	2205	2205
7	12015	2205	2205
8	12015	2205	2205
9	12015	2205	2205
10	12015	2205	2205
11	12015	2205	2205
12	12015	2205	2205
13	12015	2205	2205
14	12015	2205	2205
15	12015	2205	2205
16	12015	2205	2205
17	12015	2205	2205
18	12015	2205	2205
19	12015	2205	2205
20	12015	2205	2205
21	12015	2205	2205
22	12015	2205	2205
23	12015	2205	2205
24	12015	2205	2205
25	12015	2205	2205
26	12015	2205	2205
27	12015	2205	2205
28	12015	2205	2205

TABLE OF SHORT LINES					
LINE	BEARING	DIST	LINE	BEARING	DIST
1	143°45'	1.815	50	105°04'	5.12
2	15°57'	2.651	51	105°04'	5.12
3	15°04'	2.65	52	105°04'	5.12
4	84°29'	1.035	53	105°04'	5.12
5	340°03'	0.27	54	105°04'	5.12
6	328°23'	2.955	55	105°04'	5.12
7	134°22'46"	0.69	56	105°04'	5.12
8	105°05'	0.89	57	105°04'	5.12
9	117°14'	0.825	58	105°04'	5.12
10	307°54'46"	7.435	59	105°04'	5.12
11	310°47'	2.205	60	105°04'	5.12
12	308°05'	3.265	61	105°04'	5.12
13	310°47'	2.205	62	105°04'	5.12
14	308°05'	3.265	63	105°04'	5.12
15	310°47'	2.205	64	105°04'	5.12
16	308°05'	3.265	65	105°04'	5.12
17	310°47'	2.205	66	105°04'	5.12
18	308°05'	3.265	67	105°04'	5.12
19	310°47'	2.205	68	105°04'	5.12
20	308°05'	3.265	69	105°04'	5.12
21	310°47'	2.205	70	105°04'	5.12
22	308°05'	3.265	71	105°04'	5.12
23	310°47'	2.205	72	105°04'	5.12
24	308°05'	3.265	73	105°04'	5.12
25	310°47'	2.205	74	105°04'	5.12
26	308°05'	3.265	75	105°04'	5.12
27	310°47'	2.205	76	105°04'	5.12
28	308°05'	3.265	77	105°04'	5.12
29	310°47'	2.205	78	105°04'	5.12
30	308°05'	3.265	79	105°04'	5.12
31	310°47'	2.205	80	105°04'	5.12
32	308°05'	3.265	81	105°04'	5.12
33	310°47'	2.205	82	105°04'	5.12
34	308°05'	3.265	83	105°04'	5.12
35	310°47'	2.205	84	105°04'	5.12
36	308°05'	3.265	85	105°04'	5.12
37	310°47'	2.205	86	105°04'	5.12
38	308°05'	3.265	87	105°04'	5.12
39	310°47'	2.205	88	105°04'	5.12
40	308°05'	3.265	89	105°04'	5.12
41	310°47'	2.205	90	105°04'	5.12
42	308°05'	3.265	91	105°04'	5.12
43	310°47'	2.205	92	105°04'	5.12
44	308°05'	3.265	93	105°04'	5.12
45	310°47'	2.205	94	105°04'	5.12
46	308°05'	3.265	95	105°04'	5.12
47	310°47'	2.205	96	105°04'	5.12
48	308°05'	3.265	97	105°04'	5.12
49	310°47'	2.205	98	105°04'	5.12
50	308°05'	3.265	99	105°04'	5.12
51	310°47'	2.205	100	105°04'	5.12

AMENDMENTS BY ME
 22.5.03 & 3.10.03
 REGISTERED SURVEYOR
 R.W. Barker



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

MANAGEMENT STATEMENT
 SHEET 21 OF 28 SHEETS

DP270366
 PLAN OF OPEN ACCESS WAYS FOR
 MOBY'S BEACHSIDE RETIREMENT
 REGISTERED 18/10/2003

ROBERT WILLIAM BARKER
 SURVEYOR
 1 LEVEL 5, 17 RANDEL STREET
 SURRY HILLS, NSW, 2010

THIS PLAN IS A PLAN OF THE OPEN ACCESS WAYS
 PROVIDED FOR THE DEVELOPMENT SHOWN IN COMMUNITY
 PROPERTY

10/10/2003

10/10/2003

10/10/2003

10/10/2003

10/10/2003

10/10/2003

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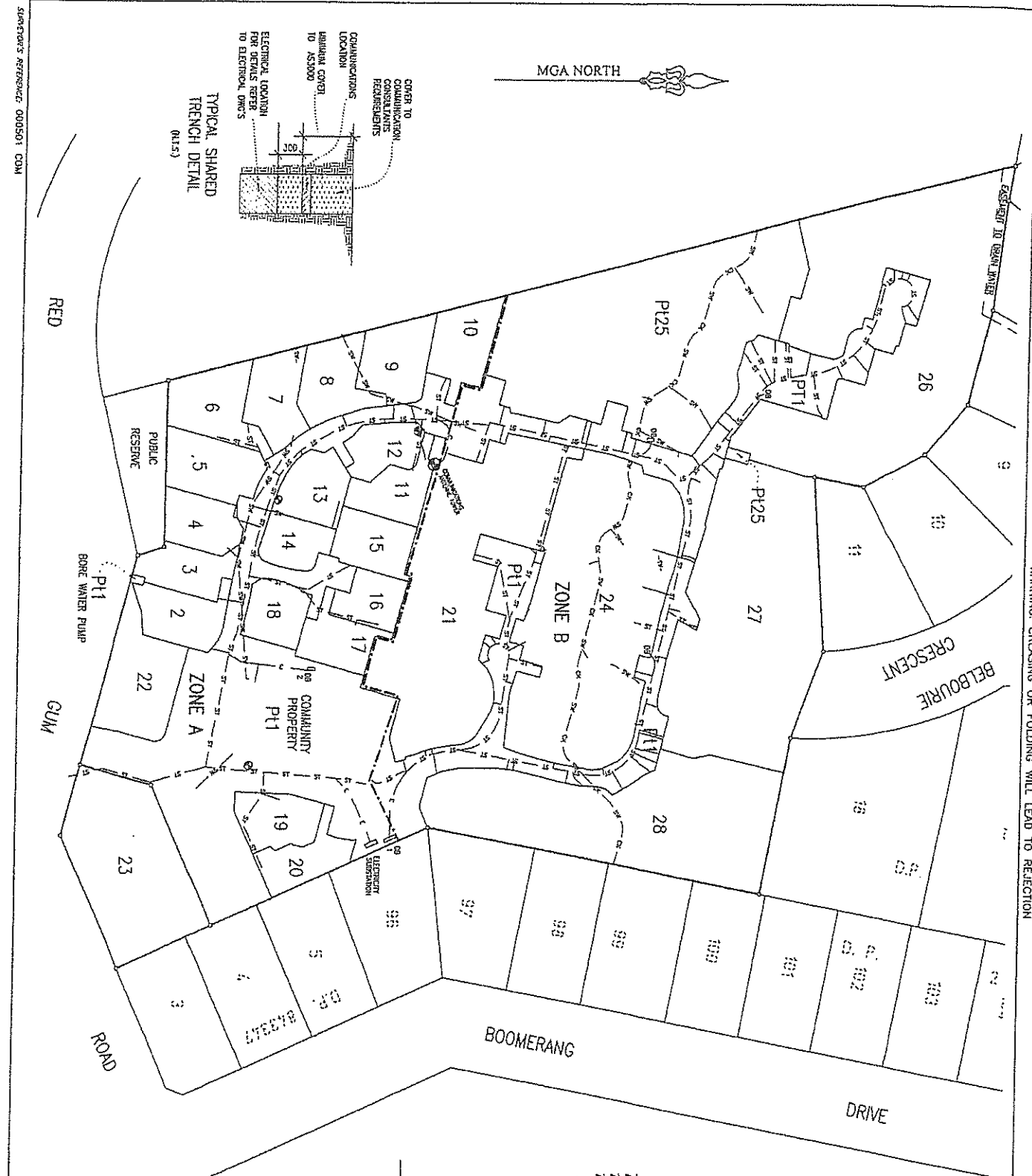
10/10/2003

10/10/2003

Reg: 18549164 / DocID: 6270366 M / Rev: 10-Oct-2003 / Proj: SC.GK / Pkt: 20-Nov-2007 13:55 / Proj: ALL / Req: 22 of 24
 Ref: 1822319 / Proj: SC

PLAN FORM 5

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



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PLAN OF SERVICE WORKS WITHIN
 MOBY'S BEACHSIDE RETREAT
 REGISTERED 18/8.10.2003

ROBERT WILLIAM BARKER Surveyor
 of LEVEL 5, 17 RANDLE STREET
 SURRY HILLS, NSW, 2010
 certify that this is a plan of the service works/assess-
 ments provided for the development shown in Community/
 Planning/Development Form No.

Signed: *R. W. Barker*

MANAGEMENT STATEMENT
 SHEET 22 OF 25 SHEETS
 21

SERVICE WORKS PLAN

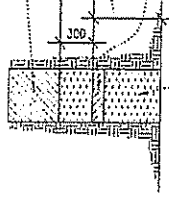
ZONES
 ZONE A: SERVICE LINES WITHIN ZONE A ARE SERVICES AS LAD
 ZONE B: SERVICE LINES WITHIN ZONE B ARE SERVICES TO BE LAD
 --- DENOTES ZONE BOUNDARY

LEGEND OF UNDERGROUND SERVICES

- E — PRIVATE ELECTRICITY CABLES - UP TO 1.0 DEEP
- SW — STORAGE WATER
- INCLUSIVE OF PIPES, FITS, GROSS POLLUTANT TRAPS & STRUCTURES. PIPE SIZES UP TO 1.5M, UP TO 3 METRES RI DEPTH
- SW — OPEN GRENK BED STORMWATER CHANNEL
- ST — SINKED TRENCH CONCRETE-CONDUITS (TELSTRA)
- TELECOMMUNICATIONS CABLES & CONDUITS (TELSTRA)
- ELECTRICAL CABLES

⊙ - DENOTES COMMUNICATIONS FACILITY
 ○ - DENOTES ELECTRICITY DISTRIBUTION BOARD

TYPICAL SHARED TRENCH DETAIL (M15)



SURVEYOR'S REFERENCE: 000501 CON

X:\000005\002601-46878\COMMUNITY SERVICES.DWG

Execution page

EXECUTED by Sandlock Pty Limited in)
accordance with section 127 of the)
Corporations Act)



Signature

Sole director and secretary
Office held

Craig Clark
Name **CRAIG CLARK**

Mortgagee under Mortgage No. 9675536
Signed at Sydney this 18th day of
July 2003 for National
Australia Bank Limited ABN 12 004 044 937
by **Fiona Mary FERGUSON** its duly
appointed Attorney under Power of Attorney
No. 549 Book 3834

Manager

Witness/Bank Officer **GERALDINE L. MIGUEL**
255 George Street, Sydney NSW

THIS COMMUNITY MANAGEMENT STATEMENT
IS REPRESENTATIVE OF THE CONSENTS
ISSUED BY GREAT LAKES COUNCIL
FOR THE SUBDIVISION AND IS
ENDORSED AS SO.

RESPONSIBLE OFFICER

25/7/03
DATE

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Sh24 of 24 Sh.

ANNEXURE A

Service	Statutory/Private	Provider	Responsibility for Maintenance & Repair
Water Supply and Sewer	Statutory	Midcoast Water	Midcoast Water
Incoming Electricity Cables	Statutory	Country Energy	Country Energy
Private Electricity Cables	Private	Community Association	Community Association
Stormwater	Private	Community Association	Community Association
Telecommunication Cables	Private	Community Association	Community Association
Electrical Cables/ Distribution Board	Private	Community Association	Community Association
TV Communications Facility	Private	Community Association	Community Association

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