

# DP270427

MANAGEMENT STATEMENT  
AMENDED AND REVISED (AP85429)

## PRINCE HENRY AT LITTLE BAY COMMUNITY MANAGEMENT STATEMENT

THIS MANAGEMENT STATEMENT REPLACES  
THE ORIGINAL MANAGEMENT STATEMENT REGISTERED ON 30 MARCH 2005  
WHICH IS NOW FILED WITH DEPARTMENTAL DEALING AP85429

REGISTERED



26.2.2019

The common seal of the Community Association Deposited Plan 270427 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: M. Dom.

Name(s): MITE DOMAZETOVSKI

Authority: MANAGING AGENT

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COMMUNITY LAND DEVELOPMENT ACT 1989 (NSW)

COMMUNITY LAND MANAGEMENT ACT 1989 (NSW)

## COMMUNITY MANAGEMENT STATEMENT (DP270427)

### WARNING

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

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## PRINCE HENRY AT LITTLE BAY – HISTORY, HERITAGE AND STRUCTURE

The Prince Henry site was developed by Landcom NSW (later renamed Urban Growth NSW). When creating the Master Plan to redevelop the Prince Henry Hospital site, the NSW government and Randwick City Council went to great lengths to protect the state significant natural heritage areas, including sensitive Aboriginal sites and other archaeological zones.

As part of the Master Plan process, a detailed set of design guidelines was established. Those guidelines ensured that each individual property was constructed in accordance with the intentions of the Master Plan.

The Chairman of Landcom in February 2006 stated in discussing the development, *'Past bonds have not only been kept, but strengthened. As a developer I am delighted as to how well this site integrates heritage buildings into the whole, preserves public space and offers wonderful vistas.'*

Against this background, Landcom in 2005 established the Prince Henry Community Association to comprise representatives of all Prince Henry Lot owners, at the same time creating a Community Management Statement to ensure that relevant By-Laws were observed. The objective of such By-Laws was and is to maintain the overall objectives of the Master Plan and, importantly, to represent the best interests of all Lot owners and residents.

This Community Management Statement was revised and adopted in 2018, to reflect a site that was close to fully developed and occupied, compared with when the original Community Management Statement was created in 2005. At that time, the site was still in its very early stages of development.

Landcom acknowledged Prince Henry's rich history noting, *'Little Bay is home to more stories than most areas of the Australian coast'*. The Prince Henry site is listed on the NSW State Heritage Register and has strong links to the Aboriginal community and history of both NSW and Australia.

The Little Bay Beach area was used as a fishing area by the Gadigal people, who were the area's first inhabitants, and lived in Little Bay for thousands of years.

In 1881, a small pox epidemic required the NSW Government to identify a suitable location with fresh sea air, where patients could be quarantined from the growing Sydney population. Little Bay was selected as the appropriate site. The first wards were effectively tents, and the later pavilion wards were constructed using corrugated iron and timber.

The hospital, originally known as *'The Coast Hospital'*, was the first hospital in New South Wales to be owned and operated by the NSW Government. Patients were initially transported from Sydney by horse and cart, and from 1919 by tram. The Flowers Wards were commissioned in 1913 (ie those buildings between Brodie Avenue and Ewing Street). They were named after Fred Flowers, the first NSW Minister for Public Health.

In 1920, the Coast Hospital was the largest in New South Wales, caring for servicemen from the Great War. In 1934, the hospital was renamed *'Prince Henry Hospital'* following a visit by the then *HRH Prince Henry Duke of Gloucester*.

A number of hospital employees were involved in WWII, with the Australian Nurses War Memorial Chapel and RAAF Memorial Clock Tower being two significant heritage structures commemorating the efforts of those who served Australia. In 1960, Prince Henry became a teaching hospital.

In 1988, a decision was made to consolidate the Hospital into the Prince of Wales Hospital at Randwick, with the Hospital closing in 2003.

Landcom stated, *'the entire development was guided by a true belief in the site and by a genuine desire to protect the site and its full range of attributes'*.

This Community Management Statement is the policy document which ensures the Landcom vision is delivered, and the integrity of the Prince Henry Master Plan is maintained now and into the future.

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## Structure | Prince Henry at Little Bay Community Association DP 270427

The Community Association has overall responsibility for the Community Scheme in accordance with this Management Statement

<p><b>Strata Schemes</b></p> <p>Each Owners Corporation is a member of the Community Association.</p> <p>An Owners Corporation is responsible for local issues affecting its Strata Scheme in accordance with this management statement and its own By-laws.</p>	<p><b>Neighbourhood Schemes</b></p> <p>Each Neighbourhood Association is a member of the Community Association.</p> <p>A Neighbourhood Association is responsible for local issues affecting its Neighbourhood Scheme in accordance with this management statement and its own Neighbourhood Management Statement.</p>	<p><b>Community Development Lots</b></p> <p>Each owner of a Community Development Lot is a member of the Community Association.</p> <p>An owner of a Community Development Lot is not a member of a Strata Scheme or Neighbourhood Scheme.</p>	<p><b>Little Bay Apartments (Lend Lease Retirement Village for the over 55s)</b></p> <p>Lend Lease is a member of the Community Association.</p> <p>Lend Lease is responsible for local issues affecting Little Bay Apartments.</p>	<p><b>The State Government of New South Wales</b></p> <p>The State Government of New South Wales is a member of the Community Association.</p> <p>The State Government of New South Wales is responsible for maintaining its Lots which include Lots of heritage significance.</p>	<p><b>Randwick City Council</b></p> <p>Randwick City Council is a member of the Community Association.</p> <p>Randwick City Council is responsible for maintaining its Lots, which include public parks and roads.</p>	<p><b>Mark Moran at Little Bay (Aged Care Facility)</b></p> <p>Mark Moran at Little Bay is a member of the Community Association.</p> <p>Mark Moran at Little Bay is responsible for local issues affecting its Lot.</p>
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## PART 1

### BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (See Section 17(2) Management Act).

#### **BY-LAW 1**      **LANDSCAPING & BUILDING GUIDELINES FOR THE SCHEME**

##### By-Law 1.1      Design Principles

###### By-Law 1.1.1

The "Design Principles" are the design principles contained in the document headed "Prince Henry Design Principles" attached to this Management Statement and contain the general themes and principles which apply to the Community Scheme. The Design Principles are binding on the Community Association, on each Subsidiary Body and on each proprietor or occupier of a Lot and are to be taken into consideration by the Community Association when assessing:

- Amendment of Design Guidelines as provided for in By-Law 1.5; and
- Applications for building works or alterations as provided for in By-Law 1.6.1.

###### By-Law 1.1.2

If there is any inconsistency between the Design Principles and the Design Guidelines put in place for Lots in the Community Scheme as described in By-Laws 1.2 and 1.3, the Design Guidelines prevail to the extent of the inconsistency.

###### By-Law 1.1.3

The Community Association may from time to time add to or alter the Design Principles only by unanimous resolution.

##### By-Law 1.2      Design Guidelines

"Design Guidelines" are the single set of design guidelines from time to time in place for the Community Property, for each Lot and for each Subsidiary Scheme within the Community Parcel. The Design Guidelines must:

- be in harmony with the Design Principles, and
- comply with any Restrictions on Use and Positive Covenants affecting lots in the Subsidiary Scheme, and
- be approved by the Community Association.

##### By-Law 1.3      Design Guidelines Prescribed By The Community Association

The Community Association has prescribed a single set of Design Guidelines in respect of:

- (a) Association Property; and
- (b) Subsidiary Schemes; and
- (c) Housing Lots.



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The Community Association, each Subsidiary Body, and each proprietor or owner of a Lot must comply with the Design Guidelines.

## By-Law 1.4      Binding Effect Of Design Guidelines

Design Guidelines made under this By-law bind the Community Association and:

- (a) each proprietor or occupier of a Lot; and
- (b) each Subsidiary Body

within the Community Scheme.

## By-Law 1.5      Amending Design Guidelines

### By-Law 1.5.1

The Community Association may from time to time add to or alter Design Guidelines for Association Property, or for a Subsidiary Scheme or for Housing Lots only by unanimous resolution.

### By-Law 1.5.2

- (a) The proprietor of a Community Development Lot, or a Subsidiary Body, may make application to the Community Association requesting additions or alterations to the Design Guidelines applying to that proprietor's Lot or to the relevant Association Property or Common Property.
- (b) An application must contain sufficient details of the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations.
- (c) The Community Association may appoint or engage an architect or architects or other suitably qualified consultants and may appoint and convene a design review panel to assist the Community Association with the review of and any application requesting additions or alterations to the Design Guidelines, including without limitation advice on whether the proposed Design Guidelines will be in harmony with the Design Principles.
- (d) The Community Association must refer an application to a General Meeting for its decision. The application requesting additions or alterations to the Design Guidelines may only be approved by unanimous resolution.
- (e) The Community Association may request additional information to enable it to make a decision on an application requesting additions or alterations to the Design Guidelines. The Community Association may require the Applicant for a decision to pay the reasonable costs of the Community Association in connection with its consideration of the application requesting additions or alterations to the Design Guidelines including the costs of any architect or architects or other qualified consultants engaged by the Community Association for that purpose and the Applicant must pay those costs in accordance with the request of the Community Association.
- (f) The Community Association must, within 2 months after it has received all information required by it to make a decision, deliver to the Applicant a written decision.

### By-Law 1.5.3

If the Community Association adds to or alters the Design Guidelines in accordance with by-law 1.5.1 or 1.5.2 then the Community Association must, within a reasonable time, deliver a copy of the additions or alterations to the Design Guidelines to each Subsidiary Body and to each proprietor of

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a Community Development Lot.

## By-Law 1.5.4

The Community Association must, when requested by the proprietor of a Lot or a Subsidiary Body, provide the proprietor of the Lot or the Subsidiary Body at the reasonable cost of that proprietor or Subsidiary Body with an up to date copy of the Design Guidelines.

## By-Law 1.6      Approval Required for Building Works, Alterations Etc

### By-Law 1.6.1

Subject to By-Law 1.6.2 a proprietor or occupier of a Lot or a Subsidiary Body shall not, except with the approval of the Community Association and the relevant consent authority (if required), build or make any alterations or additions to a Lot or Subsidiary Property (as the case may be) including without limitation any alteration to the colour of any improvements constructed thereon or the addition to the Lot of any sign, any transmitting or receiving device, fence, screen, pergola, awning, solar panel, or sporting apparatus, such as basketball, netball or cricket apparatus, all other sporting equipment permanently affixed to a property, or anything else.

### By-Law 1.6.2

Nothing in this By-Law 1.6 requires the proprietor of a Community Development Lot or the proprietor of a Lot in a Subsidiary Scheme or a Subsidiary Body to obtain consent from the Community Association for any building works or alterations or additions where such building works, alterations or additions once completed will not be visible from the exterior of a Community Development Lot or from the exterior of a Subsidiary Scheme (as the case may be), or from a public place such as a public park, footpath or road.

## By-Law 1.7      Proprietor or Subsidiary Body to Provide Plans and Specifications

At the time of request for approval in accordance with By-Law 1.6.1, a proprietor or occupier of a Lot or Subsidiary Body who wishes to build, alter or add to a Lot or to Subsidiary Property (as the case may be) shall provide to the Secretary of the Executive Committee an application for approval in the form prescribed from time to time by the Community Association together with a copy of such plans and specifications as are sufficient to show the nature dimensions colour and location of the proposed building alterations or additions, and if the Lot is in a Subsidiary Scheme, the approval of the relevant Subsidiary Body to the proposed building works, alterations or additions, together with all approvals of any relevant consent authority. A proprietor or occupier of a Lot or Subsidiary Body shall provide to the Community Association any additional plans specifications and/or information which the Community Association may reasonably require to properly consider the proprietor's or occupier's request.

## By-Law 1.8      Community Association Not to Unreasonably Refuse

### By-Law 1.8.1

The Community Association shall promptly consider and give its approval or refusal to any request made by a proprietor or occupier or Subsidiary Body for its approval under By-Law 1.6.1 and shall not unreasonably refuse any such request where the proposed building works, alterations or additions are in harmony with the Design Guidelines, the Design Principles and Randwick City Council's Development Control Plan for the Community Parcel (as applicable).

### By-Law 1.8.2

The Community Association may appoint or engage an architect or architects or other suitably qualified consultants and may appoint and convene a design review panel to assist the Community Association with the review and determination of any application for approval made under By-Law 1.6.1, including without

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limitation advice on whether the proposed works will be in harmony with the Design Guidelines and the Design Principles.

## By-Law 1.8.3

The Community Association may require the Applicant for approval under By-Law 1.6.1 to pay the reasonable costs of the Community Association in connection with its consideration of the application including without limitation the costs of any architect or architects or other qualified consultants engaged by the Community Association for that purpose and the Applicant must pay those costs in accordance with the request of the Community Association.

## By-Law 1.9 Community Association May Impose Conditions of Approval

The Community Association may impose conditions on an approval to build or make any alterations or additions to a Lot or Subsidiary Property (as the case may be) given pursuant to By-Law 1.6.1 including without limitation conditions requiring the proprietor or occupier of a Lot or requiring the Subsidiary Body to:

- (a) provide prior written notice to the Community Association before commencing any building works, alterations or additions;
- (b) provide copies of all relevant consents or approvals for the building works, alterations or additions from the local council or any relevant consent authority, or any other statutory body having an interest in the Lot, the Subsidiary Property or the Community Scheme including without limitation the Heritage Council;
- (c) ensure that all work is undertaken in a proper and workmanlike manner using appropriately qualified and licensed builders and contractors, and ensure that all work is completed within a reasonable period;
- (d) ensure that all work is undertaken using suitable materials;
- (e) ensure that all work is undertaken during specified work times as determined by the Community Association, having regard to the work times approved by the local council or relevant consent authority in the terms of any development consent, and otherwise having regard to any recommended standard hours of work for any building, alteration or addition works to the relevant property as recommended by the local council or by any other statutory authority; and
- (f) ensure that all work is carried out in a manner that causes minimal disruption to other proprietors and occupiers in the Community Scheme; and
- (g) provide a bank guarantee in favour of the Community Association or other sufficient security on account of any damage that may be caused to Association Property as a result of any such alteration or addition provided that any bank guarantee or other security so given shall be returned to the respective proprietor or occupier on completion of the alteration or addition subject to the right of the Community Association to deduct any such amount as is reasonably necessary to cover the cost of repairing any damage caused by the proprietor or occupier to Association Property.

## By-Law 1.10 Landscaping on Association Property and Other Property

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

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## By-Law 1.11 Signage

A proprietor or occupier of a Lot, or a Subsidiary Body must not, except with the prior approval of the Community Association, place or install or cause to be installed any signage on any part of that Lot or Subsidiary Property or on any part of the Community Property, including without limitation all real estate signs for auction, sale or lease, and any other promotional signs.

## By-Law 1.12 Maintenance of Lots, Neighbourhood Property and Common Property

- (a) The proprietor or occupier of a community development lot or neighbourhood lot that is used for a residential purpose must ensure that the exterior of the building on the lot is kept clean and is properly and regularly maintained in a good and serviceable condition.
- (b) The proprietor or occupier of a community development lot, neighbourhood lot or strata lot must ensure that any landscaping on the lot including any grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.
- (c) A neighbourhood association or strata corporation must ensure that its respective Association Property or Common Property is properly and regularly maintained and kept clean, neat and tidy and in a state of good and serviceable repair.
- (d) A neighbourhood association or strata corporation must ensure that any landscaping on its respective Association Property or Common Property including grass verges, lawns, plants, shrubs and trees is properly and regularly maintained and kept clean, neat and tidy.
- (e) All cleaning and maintenance to buildings and landscaping that is required pursuant to this By-Law must be carried out in a proper and workmanlike manner, and to the reasonable satisfaction of the Community Association.
- (f) In the event that a proprietor, occupier, neighbourhood association or strata corporation breaches this By-Law the Community Association may serve on the proprietor, occupier, neighbourhood association or strata corporation concerned a notice to comply with a specified provision of this By-Law within a period specified in the notice.
- (g) In the event that a proprietor, occupier, neighbourhood association or strata corporation does not comply with a notice given by the Community Association pursuant to this By-Law then the Community Association may (without limiting its rights or remedies):
  - (i) remedy the breach of this By-Law which is the subject of the notice;
  - (ii) enter on any part of the community parcel, by its agents, employees or contractors, in accordance with the *Community Land Management Act 1989*, for the purpose of remedying that breach; and
  - (iii) recover as a debt due from the proprietor, occupier, neighbourhood association or strata corporation concerned the costs of remedying the breach and the expenses of the Community Association in recovering those costs.
- (h) This By-Law does not apply to any land forming part of Lot 98 in the Community Scheme being the golf course which is leased on commercial terms to The Coast Golf Club, subject to conditions relating to public access.
- (i) In the event of any inconsistency between the terms of this By-Law and the provisions of any other By-Law in this Management Statement, the terms of this By-Law prevail to the extent of that inconsistency.

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## By-Law 1.13 Decision Final

A decision of the Community Association made in accordance with this By-Law 1 shall be final and binding on the proprietor or occupier of a Lot, on a neighbourhood association or strata corporation (as the case may be).

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## PART 2

### RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Association Property (See Section 54 Management Act).

#### **BY-LAW 2**     **NO RESTRICTED PROPERTY**

No part of the Association Property is subject to a restriction pursuant to Section 54 of the Management Act. All proprietors or occupiers shall be entitled to use the Association Property in the manner and in accordance with the By-Laws relating thereto and any Rules and Regulations made by the Community Association pursuant to By-Law 10.

## PART 3

### MANDATORY MATTERS

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

#### **BY-LAW 3**     **OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

##### **By-Law 3.1**     **Open Access Ways**

No part of the Community Property is designated as an open access way.

##### **By-Law 3.2**     **Private Access Ways**

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

#### **BY-LAW 4**     **PERMITTED USES OF AND SPECIAL FACILITIES ON THE ASSOCIATION PROPERTY**

A proprietor or occupier of a Lot shall not except with the prior approval of the Community Association use any part of the Association Property other than in accordance with the uses for which the respective part of the Association Property was intended to be used and shall immediately notify the Community Association upon becoming aware that any part of the Association Property is damaged or otherwise in a state of disrepair.

#### **BY-LAW 5**     **INTERNAL FENCING**

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

Subject to Section 117 of the Management Act, the provisions of the Dividing Fences Act 1991 shall have effect in relation to dividing fences between:

- (a) one Lot and another Lot; and
- (b) a Lot and Association Property.

##### **By-Law 5.2**     **Proprietor or Occupier to reimburse Community Association**

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

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## BY-LAW 6      GARBAGE

### By-Law 6.1      Containers

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

### By-Law 6.2      Storage

A proprietor or occupier must keep any garbage container and/or garbage secure and:

- (a) so that it does not emit odours; and
- (b) hidden from view from outside the Lot and from Lot 1; and

unless the garbage container has been placed on the designated area set aside on the Association Property to enable the collection and removal of garbage by the Council or a contractor to the Community Association on that or the following day.

### By-Law 6.3      Collection

- (a) The proprietor or occupier of a Lot must ensure that garbage in his/her garbage bin and on or from the Lot is made available for collection by the Council in accordance with the Council's by-laws and ordinances, or by a private contractor, as appropriate, in accordance with all regulations and ordinances relating to the disposal and collection of garbage and, where applicable, any Rules and Regulations made by the Community Association.
- (b) Without limiting the foregoing, the proprietor or occupier of a Lot or a Subsidiary Body (as the case may be) is responsible for promptly:
  - replacing any items spilt or left behind during the garbage collection process into the appropriate bin;
  - removing items that will not be removed by garbage removal contractors including without limitation large items that do not fit in bins such as furniture, barbecues, large electrical equipment, children's play equipment and the like;
  - relocating any remaining items left on the grass verge, footpath or road into the appropriate bin; and
  - placing rubbish left behind by visitors in the appropriate bin.

### By-Law 6.4      Recyclable Material

The proprietor or occupier of a Lot must ensure that recyclable material is made available for collection by the Council in accordance with the Council's by-laws and ordinances or by a private contractor, as appropriate, in accordance with all regulations and ordinances relating to the disposal and collection of recyclable material and, where applicable, any Rules and Regulations made by the Community Association relating to the disposal and collection of recyclable material.

### By-Law 6.5      Prohibition on the Dumping of Rubbish

- (a) Without limiting the operation of By-Law 6.3(b), this By-Law sets out rules prohibiting the proprietor or occupier of a Lot, or a Subsidiary Body, from dumping goods and rubbish on any Association Property or Common Property or on any grass verge adjoining that Lot or Association Property or Common Property, and entitles the Community Association to recover certain costs from a proprietor or occupier of a Lot or a Subsidiary Body who breaches this By-Law.

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- (b) In this By-Law 6.5, "goods" or "rubbish" include, but are not limited to, unwanted furniture, large household items (such as white goods), construction waste, green waste (such as lawn clippings, branches, plants, trees, shrubs and soil) and any other general rubbish or waste.
- (c) A proprietor or occupier of a Lot or a Subsidiary Body must not dump or leave goods or rubbish on any Association Property or Common Property or on any grass verge adjoining that Lot or adjoining Association Property or Common Property.
- (d) A proprietor or occupier of a lot or a Subsidiary Body must dispose of rubbish in accordance with all By-Laws applicable to that person for the disposal of rubbish.
- (e) If a proprietor or occupier of a Lot or a Subsidiary Body breaches this By-Law, the Community Association may:
  - (i) give the owner or occupier in breach a notice, or place a notice on the goods or rubbish which has been dumped or left, requesting the removal of the goods or rubbish, advising of the terms of this By-Law and the consequences of the breach ("removal notice");
  - (ii) issue more than one removal notice throughout the duration of the breach of this By-Law (but it must not act unreasonably when doing so); and
  - (iii) recover as a debt from the owner or occupier in breach of this By-Law such fixed amount as may be determined from time to time by the community association as its administrative cost (being a genuine pre-estimate of the administrative cost to the community association) incurred in issuing the removal notice (including without limitation the administrative cost multiplied by the number of notices it issues in the event of more than one removal notice being issued to that person); and
  - (iv) the expenses incurred by the Community Association recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs"); and
  - (v) rectify the breach; and
  - (vi) to the extent permitted by law, recover from the proprietor or occupier of a Lot or from the Subsidiary Body as a debt the expenses incurred by the Community Association arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("**breach expenses**") together with the expenses incurred by the Community Association recovering the breach expenses including legal costs and disbursements on an indemnity basis ("**recovery expenses**"), together with any interest (at the same annual rate that applies to overdue contributions under section 20A of the Community Land Management Act 1989 on any amounts it may recover as a debt pursuant to this By-Law if any such amounts are not paid at the end of one month after they become due and payable.
- (f) For the purpose of this By-Law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the Community Association incurs those costs or expenses.
- (g) Nothing in this By-Law limits the rights of or the remedies available to the Community Association on a breach of this By-Law.
- (h) To the extent that any provision in this By-Law is inconsistent with any other By-Law, the provision in this By-Law will prevail to the extent of the inconsistency.

## BY-LAW 7     SERVICES

### By-Law 7.1     Maintenance of Community Property

The Community Association is responsible for and must maintain and keep in good repair the Community Property.



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## By-Law 7.2     Prescribed Diagram

This Management Statement includes a Prescribed Diagram showing the location of easements for services relating to the inter-allotment drainage systems and the irrigation reticulation systems.

## By-Law 7.3     Statutory Easements for Service Lines

On installation of a Service Line a statutory easement will be created over part of the Community Parcel for the provisions of services through the Service Line.

## By-Law 7.4     Obligations of Service Providers

The Service Provider will operate, maintain and repair their Service Line except as otherwise provided in Part 5.

## By-Law 7.5     Changes to Service Lines

If Service Lines are installed in locations which differ from the locations shown in the Prescribed Diagram or further services are provided:

- (a) the Association must submit a later prescribed diagram showing the true location of all Service Lines to the proprietors of any Lots that will be burdened by the easement in respect of the Service Line ("Burdened Proprietor").
- (b) the Burdened Proprietor must give its consent to and duly sign (and procure the consent and signature of any mortgagee and lessee of the Lot) the later prescribed diagram and provide the Association with all necessary documents (including any Certificate of Title) to enable registration of the later prescribed diagram.
- (c) on receipt of the later prescribed diagram and all necessary documents, the Association must promptly procure registration of all the later prescribed diagram.

## BY-LAW 8     INSURANCE

### By-Law 8.1     Compulsory Insurance

The Community Association shall effect all insurances which it is required to effect from time to time under each of the Development Act and Management Act or any other Act in such manner and with such insurer as is provided therein or in the Regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.

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## By-Law 8.2     Optional Insurances

The Community Association must effect insurance cover in respect of any liabilities assumed in accordance with these by-laws or under any other instrument which places the burden of doing so, or any agreement entered into by the Community Association, and the Community Association may effect such other additional insurances which it considers necessary in the interests of proprietors or occupiers.

## By-Law 8.3     Insurance in respect of Lots and Generally

- (a) Each proprietor of a Lot shall be responsible for insuring against all and any risks of being the proprietor of a Lot including without limitation a building damage insurance policy or policies in respect of all improvements on that proprietor's Lot which includes cover for the risk of damage or destruction to any such improvements.
- (b) A proprietor or occupier of a Lot must not do anything that may void or prejudice any insurance taken out by the Community Association or increase any insurance premiums payable by the Community Association.

## By-Law 8.4     Obligation to Rebuild

If any improvement constructed upon any Lot or any part thereof is destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause, the respective proprietor shall rebuild or reinstate the respective improvement or part thereof within a reasonable time after such destruction or damage and such rebuilding or reinstatement shall be deemed to be an alteration or addition for which the proprietor is required to obtain approval from the Community Association pursuant to By-Law 1.6.

## BY-LAW 9     EXECUTIVE COMMITTEE

### By-Law 9.1     The Executive Committee

The Executive Committee and the Chairperson, Secretary and Treasurer thereof must respectively be elected and appointed in accordance with Division 2 of Part 2 of the Management Act.

### By-Law 9.2     Notice of Executive Committee Meetings

The Executive Committee shall cause notice to be given to proprietors in the manner prescribed by the Rules and Regulations (or if no manner is prescribed, in such other manner as it considers appropriate having regard to where proprietors reside) to proprietors of its intention to hold a meeting setting out the time, location and reasonable details of the agenda for the meeting not less than seventy two (72) hours prior to the scheduled commencement time of the meeting as set out in such notice. The Executive Committee shall not at any meeting held following the giving of such notice deal with any business the reasonable details of which were not included in the agenda set out in such notice.

### By-Law 9.3     Proprietors at Executive Committee Meeting

A proprietor or a nominee for the proprietor is entitled to attend a meeting of the Executive Committee but may not address the meeting unless authorised by resolution of the Executive Committee and shall not be entitled to vote thereat.

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## By-Law 9.4    Voting in Writing

Where:

- (a) By-Law 9.2 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) the proposed resolution has been approved in writing by a majority of the Executive Committee,

then the resolution is, if a notice has not been given under section 38(3) of the Management Act, as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, even though the meeting was not held.

## By-Law 9.5    Minutes to be kept

- (a) The Executive Committee shall within fourteen (14) days after each meeting cause a copy of the minutes of the meeting prepared in accordance with Section 38(7) of the Management Act to be given in the manner prescribed by the Rules and Regulations to all proprietors (or if no manner is prescribed, in such a manner as the Executive Committee considers appropriate having regard to where the proprietor or occupiers reside).
- (b) Minutes of the meetings of the Executive Committee and all resolutions passed must be placed with the minutes of the General Meetings of the Community Association.

## By-Law 9.6    Conduct, Place and Frequency of Meetings

The Executive Committee shall:

- (a) conduct its meetings in accordance with the Rules and Regulations or if there are no such Rules and Regulations which relate thereto in such manner as the Executive Committee thinks fit;
- (b) hold its meetings as often as is necessary having regard to the interest of proprietors or occupiers and its obligations and functions under this Management Statement, the Rules and Regulations or any law;
- (c) hold its meetings at such place as it considers appropriate and if the Rules and Regulations so provide may hold its meetings by correspondence.

## By-Law 9.7    Powers and Duties of Secretary

The powers and duties of the Secretary of the Community Association are:

- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Association and the Executive Committee;
- (b) giving on behalf of the Association and the Executive Committee, notices required to be given under the Management Act;
- (c) maintaining the Community Association Roll;
- (d) making available for inspection, on behalf of the Community Association, the documents and records set out in clause 1 of Schedule 4 of the Management Act;
- (e) supplying on behalf of the Community Association, certificates in accordance with Schedule 4

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of the Management Act;

- (f) answering communications addressed to the Community Association of the Executive Committee;
- (g) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
- (h) performing and exercising matters of an administrative or secretarial nature which are associated with the functions and duties of the Community Association or the Executive Committee, and;
- (i) keeping records for the Community Association under:
  - (i) Part 3 of Schedule 1 of the Management Act; and
  - (ii) this Management Statement.

## By-Law 9.8 Powers and duties of Treasurer

The powers and duties of the Treasurer of the Community Association include:-

- (a) notifying proprietors of Lots of contributions levied pursuant to the Management Act or the Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Community Association;
- (c) preparing any certificate applied for under and in accordance with Section 26 and clause 2 of Schedule 4 of the Management Act;
- (d) keeping the prescribed accounting records referred to in clause 10 of Schedule 1 of the Management Act;
- (e) preparing the prescribed financial statements referred to in clause 11 of Schedule 1 of the Management Act; and
- (f) the functions set out in section 36(1) of the Management Act.

## By-Law 9.9 Powers and Duties of Chairperson

The Chairperson is to preside at meetings of the Community Association, and at Executive Committee meetings at which the Chairperson is present

## By-Law 9.10 Executive Committee Limited liability

The Executive Committee and its members shall not be liable for any loss or damage which arises as a result of any act done by the Executive Committee or the proprietor or occupier in its, his or her respective capacity as the executive Committee or member of the Executive Committee except fraud on the part of the Executive Committee or that member.

## By-Law 9.11 Executive Committee Remuneration

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

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## PART4

### OPTIONAL MATTERS

#### **BY-LAW 10    RULES AND REGULATIONS**

##### **By-Law 10.1    Community Association May Make Rules and Regulations**

The Community Association may at any time and from time to time make, amend, cancel, add to or suspend rules and regulations ("Rules and Regulations") which are not inconsistent with any By-Laws contained in this Management Statement or any function or obligation imposed on the Community Association under any Act. Each proprietor or occupier shall be bound by the Rules and Regulations. If there shall be any inconsistency between the By-Laws contained in this Management Statement and any of the Rules and Regulations, the By-Laws contained in this Management Statement shall prevail.

##### **By-Law 10.2    Copy of Rules and Regulations to be Distributed**

The Community Association shall upon making, amending, cancelling or suspending any rule or regulation contained in or to be added to the Rules and Regulations distribute a copy of such additional or altered rule or regulation, as the case may be, to each proprietor or occupier or to such person as the proprietor or occupier nominates as its representative.

##### **By-Law 10.3    Proprietors or Occupiers Shall Observe**

Each proprietor or occupier shall at all times observe and comply with the Rules and Regulations made in accordance with By-Law 10 and shall not do, permit or suffer to be done anything contrary thereto. A failure by a proprietor or occupier to observe and comply with any rule or regulation contained in the Rules and Regulations shall constitute a breach by that proprietor or occupier of this By-Law 10. A proprietor or occupier shall be responsible for ensuring that the By-Laws contained in this Management Statement and the Rules and Regulations are continuously observed and complied with by all of that proprietor's or occupier's invitees and any persons claiming through or under that proprietor or occupier. A failure by any such invitee or other person claiming through or under a proprietor or occupier to observe and comply with any By-Law contained in this Management Statement or of the Rules and Regulations shall constitute a breach of this By-Law 10 by the proprietor or occupier.

##### **By-Law 10.4    Community Association to Give Notice**

In the event of a breach by a proprietor or occupier of a By-Law contained in this Management Statement or of any rule or regulation contained in the Rules and Regulations, the Community Association may (except in the case of a breach requiring the Community Association to act immediately to prevent damage to property or injury to person) serve a notice upon such proprietor or occupier specifying the By-Law(s) and/or Rule or Regulation which the proprietor or occupier has breached and the works to be carried out and/or the matters to be attended to by the proprietor or occupier and the time within which such works must be carried out or matters attended to so that the proprietor or occupier shall no longer be in breach of the said By-Law(s) or Rules and Regulations. In the event that such breach by any proprietor or occupier has resulted in damage to any part of the association property such notice shall specify the damage to be repaired by the proprietor or occupier and the period of time within which such repairs shall be completed.

##### **By-Law 10.5    Failure to Comply with Notice**

Where the proprietor or occupier fails to comply with the notice served upon the proprietor or occupier by the Community Association under By-Law 10.4, then the Community Association may, as soon as practicable thereafter, where appropriate:-

- (a) apply to the principal registrar of the Civil and Administrative Tribunal for an order (or interim order as the case may be) directing the proprietor or occupier to observe the said By-Law or rule or regulation in respect of which the proprietor or occupier is in breach; or

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- (b) carry out the works and/or repairs set out in such notice and/or attend to the matters set out in such notice which should have been attended to by the proprietor or occupier.

## By-Law 10.6 Power of Entry of Community Association and Randwick City Council

- (a) In addition to the powers conferred by Section 60 of the Management Act upon the Community Association to enter upon any part of the Community Parcel for the purposes as specified therein the Community Association shall also have the power to enter any part of the Community Parcel including any part of a Lot for the purpose of performing any of the functions conferred or imposed upon the Community Association by any Act or by this Management Statement or by the Deed of Agreement.
- (b) In addition to the functions conferred or imposed upon a proprietor or occupier of a Lot by or under the Management Act, any other Act or this Management Statement, the proprietor or occupier of a Lot must give Randwick City Council, by its servants, agents or contractors, access to the Lot when requested to by the Community Association or Randwick City Council for the purpose of the Council performing any of the functions conferred or imposed on it by or under the Deed of Agreement including, but not limited to, operating, maintaining or repairing the Stormwater Harvesting Storage and Irrigation System and Infrastructure.

## By-Law 10.7 Reimbursement of Costs, Charges and Expenses

A proprietor or occupier must pay or reimburse the Community Association on demand for all costs and expenses incurred by the Community Association in connection with any breach of the By-Laws by the proprietor or occupier, and in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier including, without limitation, all expenses incurred in retaining any independent consultant or other person to evaluate any matter and its administration costs in connection therewith. The Community Association may recover such costs and expenses from the proprietor or occupier as a debt and the Community Association shall, without limiting its other rights, be permitted to recoup from the proprietor or occupier as a debt any costs and expenses incurred by the Community Association in recovering such costs and expenses from that proprietor or occupier.

## By-Law 10.8 Community Association Not to be Liable

The Community Association shall not be liable for any loss or damage howsoever caused or arising from the non-enforcement of any By-Law contained in this Management Statement or of any of the rules and regulations contained in the Rules and Regulations in accordance with this By-Law 10.

## By-Law 10.9 Proprietor or Occupier to Comply at Own Expense

A proprietor or occupier shall comply with the obligations under these By-Laws and the Rules and Regulations at the proprietor's or occupier's own cost except where the By-Laws or Rules and Regulations provide to the contrary.

## By-Law 10.10 Agents

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.

## By-Law 10.11 Prince Henry Centre

The Community Association acknowledges that the Prince Henry Centre located on Lot 73 in the Community Plan has been dedicated to Randwick City Council, and the Community Association has no proprietary interest in the Centre.

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## BY-LAW 11    BEHAVIOUR

### By-Law 11.1    Appearance

The proprietor or occupier of a Lot must not hang any towel, bedding, clothing, or other article on the outside of a building on a Lot or on any other part of the Lot so that it may be seen from any part of Lot 1, a public road or a public park.

Drying areas and clotheslines are to be located away from public view.

Balconies, verandahs and courtyards are intended for recreation, with only outdoor furniture, a barbecue and pot plants/planters permitted.

Storage requirements should be incorporated into the main dwelling, apartment or garage space. External 'sheds' or storage areas are not acceptable and pool equipment is to be stored away from view.

Balconies, verandahs and courtyards are not to be used for storage. Items that may not be stored on balconies, verandahs or courtyards are fridges, large indoor furniture items, laundry equipment and other electrical appliances meant for interior use, bicycles, and large items of children's play equipment such as trampolines. No privacy screening (such as bamboo screens) may be installed without first receiving strata scheme or neighbourhood association approval (where applicable), then Community Association and Council approval.

Water services, gas meters, rainwater collection tanks and air conditioning units are to be screened from view.

No visible private antennae for any purpose are permitted. Satellite dishes must be concealed from public view.

### By-Law 11.2    Noise Control and Behaviour

The proprietor or occupier of a Lot must not create any noise which contravenes the laws governing noise pollution or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the proprietor or occupier of another Lot or any person lawfully using Association Property or Common Property, nor shall they allow any invitee to create any similar noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the Association Property or Common Property by any proprietor or occupier.

### By-Law 11.3    Children

The proprietor or occupier of a Lot must ensure that any child under the care and control of that proprietor or occupier:

- (a) plays only on Association Property or Common Property which is an open space area that is not dangerous or hazardous to children; and
- (b) only remains in or on Association Property or Common Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

### By-Law 11.4    Vehicles and Watercraft

No light commercial vehicles or trucks exceeding two tonnes in weight, no unregistered vehicles, no boats, jet skis, mobile homes, caravans, trailers, campers or similar vehicles, and no construction equipment such as cherry pickers and cranes, shall be kept or be caused to remain on a Lot or on Association Property. Such vehicles are to be screened from public view by providing an enclosure located behind the residence or garage. Colours, materials and design of the enclosure should complement the main dwelling.

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## By-Law 11.5 Smoking

A proprietor or occupier of a Lot must not cause any smoke to drift from beyond that Lot that causes a nuisance to, or disturbs the peaceful enjoyment of:

- (a) the proprietor or occupier of another Lot; or
- (b) any persons on Community, Neighbourhood or Common Property.

A proprietor or occupier of a lot must whosoever in the Community Parcel not discard cigarette butts and must properly dispose of cigarette butts in garbage bins.

## By-Law 11.6 Obstruction of Association Property

The proprietor or occupier of a Lot must not obstruct the peaceful use and enjoyment of Association Property or Common Property by another person or persons permitted to use the Association Property or Common Property.

## By-Law 11.7 Unlawful Activities

A proprietor or occupier of a Lot must not use or allow or cause to be used their Lot for any unlawful purpose or activity including without limitation any unlawful short-term accommodation or occupation.

## By-Law 11.8 Invitees

The proprietor or occupier of a Lot must ensure that any invitees and visitors of the proprietor or occupier comply with all the By-Laws that are applicable to that proprietor or occupier.

## By-Law 11.9 Compliance with Requirements of Authorities

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

## By-Law 11.10 Communications with Association

Complaints, notices or applications to or requests for consideration of matters by the Association must be in writing and forwarded to the Managing Agent of the Association or the Secretary if no managing agent is appointed.

## By-Law 11.11 Communications from Association

An approval, notice or authorisation by the Association under the By-Laws must be in writing.

## By-Law 11.12 No interference with the irrigation infrastructure

A proprietor or occupier of a Lot must not do or omit to do anything, or permit anyone else to do or omit to do anything, which interferes with or damages or otherwise has an adverse impact on the Stormwater Harvesting Storage and Irrigation System and Infrastructure.

## **BY-LAW 12 NEIGHBOURHOOD PROPERTY AND COMMON PROPERTY**

### By-Law 12.1 Subsidiary Property

The proprietor or occupier of a Lot must:

- (a) not except with the approval of the relevant Subsidiary Body, leave anything on or obstruct the use of Neighbourhood Property or Common Property; or



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- (b) not except with the approval of the relevant Subsidiary Body or pursuant to By-Laws in force in the Community Parcel, use for their own purposes any part of Subsidiary Property.

## By-Law 12.2 Damage to Subsidiary Property

The proprietor or occupier of a Lot must not damage Neighbourhood Property or Common Property including without limitation, any paved areas, landscape feature, lawn, garden, tree, shrub, plant or other flora which is part of or situated on Neighbourhood Property or Common Property (and which may or may not be affected by an easement benefiting the Community Association).

## By-Law 12.3 Notice of Damage

The proprietor or occupier of a Lot must give notice to the Subsidiary Body of any damage of or defect in Neighbourhood Property or Common Property as soon as that proprietor or occupier becomes aware of it.

## **BY-LAW 13 CONSTRUCTIONS ON SUBSIDIARY PROPERTY**

### By-Law 13.1 Approval Required

The proprietor or occupier of a Lot must not, except with the approval of the relevant Subsidiary Body (if required under the relevant Architectural Standard or Landscape Standard in force for the time being for that Subsidiary Scheme):

- (a) construct any building or other structure including without limitation any fence, screen, pergola or awning on Subsidiary Property sign, any transmitting or receiving device, fence, screen, pergola, awning, solar panel, or sporting apparatus, such as basketball, netball or cricket apparatus, all other sporting equipment permanently affixed to a property, or anything else;
- (b) attach any item as a fixture or otherwise to Subsidiary Property; or
- (c) alter Subsidiary Property.

### By-Law 13.2 Carrying out Construction

Any construction, attachment or alteration referred to in this By-Law must be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot.

## **BY-LAW 14 RIGHTS TO ENTER CONTRACTS**

### By-Law 14.1 Negotiation and Administration of Service Contracts

To allow the Community Association to more effectively perform the functions conferred and obligations imposed on it by any Act or by this Management Statement the Community Association may enter into any contracts for the provision of any service or services to be performed by any third party which contracts shall be on such terms and conditions as the Community Association reasonably determines and the consideration payable under such contracts shall be paid out of contributions to the Administrative Fund.

### By-Law 14.2 Agreement with Communication Service Provider

According to the Communications Services Easement, the Community Association has the right to receive television and other communications services signal transmission and reception through the Receiving Equipment for communications services including the reception of free to air television to Lots in the Community Parcel.

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## By-Law 14.3 Employees, Contractors and Consultants

The Community Association may employ or engage such staff, contractors, advisers, consultants, agents or lawyers as it may require, on an as needs basis, to assist with its management, control and maintenance of the association property and the performance of the functions conferred and obligations imposed on the Community Association by any Act or this Management Statement.

## By-Law 14.4 Agreement between Community Association and a Proprietor or Occupier

A Community Association may only enter into an agreement under Section 22 of the Management Act which has the effect of conferring a benefit on one (1) or some but not all proprietors where the Community Association charges such proprietor or proprietors a reasonable fee for receiving such benefit.

## By-Law 14.5 Proprietor or Occupier Not to Instruct

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

## **BY-LAW 15 INTEREST**

If any monies payable by a proprietor or occupier to the Community Association being other than a contribution to the administration fund or sinking fund levied by the Community Association under the Management Act are not paid on their due dates for payment of the same as specified in any notice given by the Community Association to that member or as otherwise specified, that proprietor or occupier shall pay simple interest on the total amount which remains unpaid from the day after the date upon which the monies became due and payable up to and including the date of actual payment at the rate of ten per cent (10%) per annum.

## **BY-LAW 16 COMMUNITY PROPERTY**

### By-Law 16.1 Approval Required

The proprietor or occupier of a Lot must not except with the approval of the Community Association leave anything on or obstruct the use of Association Property or Common Property.

### By-Law 16.2 Damage to Association Property

The proprietor or occupier of a Lot must not damage Association Property or Common Property including without limitation, any paved areas, landscape feature, lawn, garden, tree, shrub, plant or other flora which is part of or situated on Association Property or Common Property.

### By-Law 16.3 Notice of Damage

The proprietor or occupier of a Lot must give notice to the Community Association of any damage or defect in Association Property or Common Property as soon as that proprietor or owner becomes aware of it.

### By-Law 16.4 No Personal Use

The proprietor or occupier of a Lot must not, except with the approval of the Community Association or pursuant to By-Laws in force in the Community Parcel, use for his own purposes any part of Association Property or Common Property.

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## **BY-LAW 17**    **CONTROL OF LESSEES/LICENSEES**

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

- (a) provide the lessee or licensee with a copy of this Management Statement and any Neighbourhood Management Statement or strata scheme By-Laws in force for the Subsidiary Body (if applicable);
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the applicable By-Laws; and
- (c) take all reasonable steps inducting, without limitation, any action available to him/her under the lease or licence agreement to ensure that the lessee or licensee of the lot and any person on the Association Property, Neighbourhood Property or Common Property with the consent (express or implied) of the lessee or licensee complies with the By-Law.

## **BY-LAW 18**    **KEEPING AN ANIMAL**

### **By-Law 18.1**    **What Animal May You Keep?**

Subject to this By-Law, the proprietor or occupier of a Lot may keep:

- (a) up to 20 small goldfish or other similar fish in a small indoor aquarium;
- (b) up to two canaries, budgerigars or similar birds kept indoors at all times; and
- (c) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who occupies a Lot with you needs the dog or other animal because of a visual disability, a hearing disability or other disability.

In addition, a proprietor or occupier of a Housing Lot may keep one domestic cat or one small or medium size dog.

### **By-Law 18.2**    **Dogs**

The Community Association will not give a proprietor or occupier of a Lot consent to keep:

- (a) a dog, other than a small or mediumsize dog weighing more than 15 kilograms;
- (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); or
- (e) a Pit Bull Terrier or other breed which has a reputation for aggressive behaviour.

The proprietor or occupier of a Lot and a Subsidiary Body acknowledges and understands that in the event of noise associated with a dog barking that is audible in another Lot results in a nuisance, the relevant authority to contact in respect of such nuisance is Randwick City Council and not the Community Association.

### **By-Law 18.3**    **Other Animals**

You must first obtain minuted consent from your strata scheme or neighbourhood association (if applicable) before applying to the Community Association for consent to keep other types or numbers of animals and such consent, if granted, may be subject to conditions.

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## By-Law 18.4 Controlling an Animal

Subject to By-Law 18.5, if a proprietor or occupier of a Lot keeps an animal under this By-Law that proprietor or occupier must ensure that the animal does not wander onto:

- (a) another Lot;
- (b) Community Property; or
- (c) Neighbourhood Property; or
- (d) Common Property.

## By-Law 18.5 Restraining your Animal

If it is necessary for a proprietor or occupier of a Lot to take that person's animal onto Community Property, Neighbourhood Property or Common Property (e.g. to transport it out of the Community Parcel), that proprietor or occupier must restrain it (e.g. by leash or pet cage) and control it at all times.

## By-Law 18.6 Orders to Remove your Animal

The Community Association has the right at any time to order a proprietor or occupier of a Lot to remove that person's animal if:

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

## By-Law 18.7 Responsibility for Animal

The proprietor or occupier of a Lot is responsible:

- (a) to other proprietors and occupiers and people using Common Property, Subsidiary Property and Restricted Subsidiary Property;
- (b) for any noise that proprietor or occupier's animal makes which causes unreasonable disturbance;
- (c) for restraining the animal at all times
- (d) for damage to or loss of property or injury to any person caused by that proprietor or occupier's animal; and
- (e) for cleaning up after that proprietor or occupier's animal.

## By-Law 18.8 Notice by Community Association

In addition to its powers under the Management Act, the Community Association has the power to issue the proprietor or occupier of a Lot with a written notice if that proprietor or occupier's dog continues to defecate on:

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- (a) another Lot;
- (b) Community Property;
- (c) Neighbourhood Property;
- (d) Common Property; or
- (e) any other property within the Community Parcel,

after a warning has been given to that proprietor or occupier by the Community Association.

## By-Law 18.9 Non-Compliance with Notice

In addition to its powers under the Management Act, the Community Association has the power to order the proprietor or occupier of a Lot to remove that person's dog from the Community Parcel if that proprietor or occupier fails to comply with the notice.

## By-Law 18.10 Your Visitors

The proprietor or occupier of a Lot must not allow a visitor to bring an animal into the Community Parcel unless:

- (a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or
- (b) it is a type of animal permitted according to By-Law 18.1 and the animal is kept under the control and supervision of the proprietor or occupier.

## By-Law 18.11 Assistance Animal under the Disability Discrimination Act 1992 (Cth)

Nothing in this By-Law 18 shall operate so as to prohibit or restrict:

- (a) the keeping on a Lot of an animal that is used as an assistance animal by a person with a disability who is a proprietor or occupier of a Lot; or
- (b) use on a Lot or Association Property or Common Property, of an assistance animal by a person with a disability.

For the purposes of this By-Law 18.11:

**assistance animal** means an animal referred to in section 9 of the Disability Discrimination Act 1992 (Cth); and

**disability** has the same meaning as in the Disability Discrimination Act 1992 (Cth).

## BY-LAW 19 INTERPRETATION AND DEFINITIONS, AND EMPOWERING BY-LAWS

### By-Law 19.1 Generally

In this Management Statement, subject to contrary intention, words and terms shall have the same meaning as is given to such words and terms by the Management Act or the Development Act as the case may be.

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## By-Law 19.2   Definitions

The following words shall have the meaning set out below:-

- (a) "Association Property" means:
  - (i) in relation to a community scheme, the community property in the scheme, or
  - (ii) in relation to a neighbourhood scheme, the neighbourhood property in the scheme.
- (b) "By-Law" means a By-Law in this Management Statement.
- (c) "Common Property" means the common property of a Strata Scheme.
- (d) "Community Development Lot" means a lot in the Community Plan that is not community property, a public reserve or a drainage reserve and is not land that has become a subsidiary scheme or a lot that has been served from the community scheme.
- (e) "Design Guidelines" means the design guidelines together with specific architectural and landscape standards adopted or to be adopted in accordance with By-Laws 1.2 and 1.3.
- (f) "Design Principles" means the general themes and principles annexed to this Management Statement and described in By-Law 1.1.
- (g) "Development Act" means the *Community Land Development Act 1989 (NSW)*, as amended or replaced from time to time.
- (h) "Housing Lot" shall mean a community development lot, neighbourhood development lot or strata lot on which one dwelling only has been or is intended to be constructed.
- (i) "Lot" shall mean a community development lot, neighbourhood lot or strata lot within the community scheme, as defined in the Management Act or the Development Act as the case may be.
- (j) "Management Act" means the *Community Land Management Act 1989 (NSW)*, as amended or replaced from time to time.
- (k) "Management Statement" means this Community Management Statement.
- (l) "Prescribed Diagram" means the diagrams headed "Plan of Proposed Services Works to be Placed" and "Plan of Proposed Services Works" or any diagram amending updating or replacing that document, attached to this Management Statement.
- (m) "Restricted Subsidiary Property" means either neighbourhood property the use of which is restricted by a neighbourhood management statement, or Common Property the use of which is restricted by the by-laws for a strata scheme including under an exclusive use or special privileges by-law or a common property rights by-law.
- (n) "strata corporation" means an owners corporation constituted under the *Strata Schemes Management Act 2015* for a Strata Scheme.
- (o) "Strata Scheme" means a strata scheme constituted under the *Strata Schemes Management Act 2015*.
- (p) "Subsidiary Body" means a neighbourhood association or strata corporation.
- (q) "Subsidiary Property" means the neighbourhood property of a neighbourhood scheme and the Common Property of a strata scheme.

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## By-Law 19.3 Service of Documents

- (1) This by-law applies to the service of a notice or other document by the Community Association or the secretary of the executive committee required or authorised under the Management Act or by a by-law in this Management Statement , including but not limited to, the notice or minutes of a general meeting of the Community Association.
- (2) A document may be served on the owner of a Lot by electronic means by sending it to an email address given by the owner in writing to the Community Association for the service of documents.
- (3) A document served by electronic means by sending it to an e-mail address is taken to be served on the business day after it is sent unless the sender receives notice, before the business day after it is sent, that the e-mail has not reached or was not deliverable to the recipient including but not limited to, automatically generated "undeliverable" and "bounce back" messages but not including "out of office" replies.
- (4) If a document is not served by electronic means (whether because the sender receives notice in accordance with clause (3) that the email has not reached or was not deliverable to the recipient or for another reason), it must be served in any other manner authorised by the Management Act or the by-laws for the service of documents.

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## PART 5

### BY-LAWS REQUIRED BY PUBLIC AUTHORITY

#### BY-LAW 20 HERITAGE ITEMS AND ARCHAEOLOGICAL ELEMENTS

##### By-Law 20.1

This By-Law has been made at the request of the Heritage Council of NSW. The Community Association may not amend, cancel, add to or suspend By-Law 20 without the approval of the Heritage Council of NSW.

##### By-Law 20.2

The entire Prince Henry site is listed on the State Heritage Register (SHR). Development is permissible subject to the provisions of any endorsed or adopted Conservation Management Plan (CMP), Archaeological Management Plan (AMP) and Specific Elements Conservation Policy (SECP) in addition to the provisions of the Randwick City Council Local Environment Plan and Development Control Plan, NSW Heritage Act 1977 and NSW National Parks and Wildlife act 1974.

##### By-Law 20.3

The Community Association must ensure that proprietors or occupiers of lots that contain a building or landscape feature identified as being of heritage significance that is either wholly or partly located immediately adjacent to a lot boundary shall have right of reasonable access over the adjoining lot in order to undertake maintenance and repairs to that building or landscape feature.



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Execution by Original Owner and Certificate of Approval

10 March 2005

## SIGNATURES, CONSENTS AND APPROVALS

DATED 16TH day of MARCH 2005

\*Signature/~~\*seal of developer~~/\*developers authorised agent Garry Bauer

Signature of witness FM Gumm

Name, address and occupation of witness 24/B NORMAN ST. EAST SYDNEY  
PROJECT MANAGER

## CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in the Development Application No. 01103/03; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

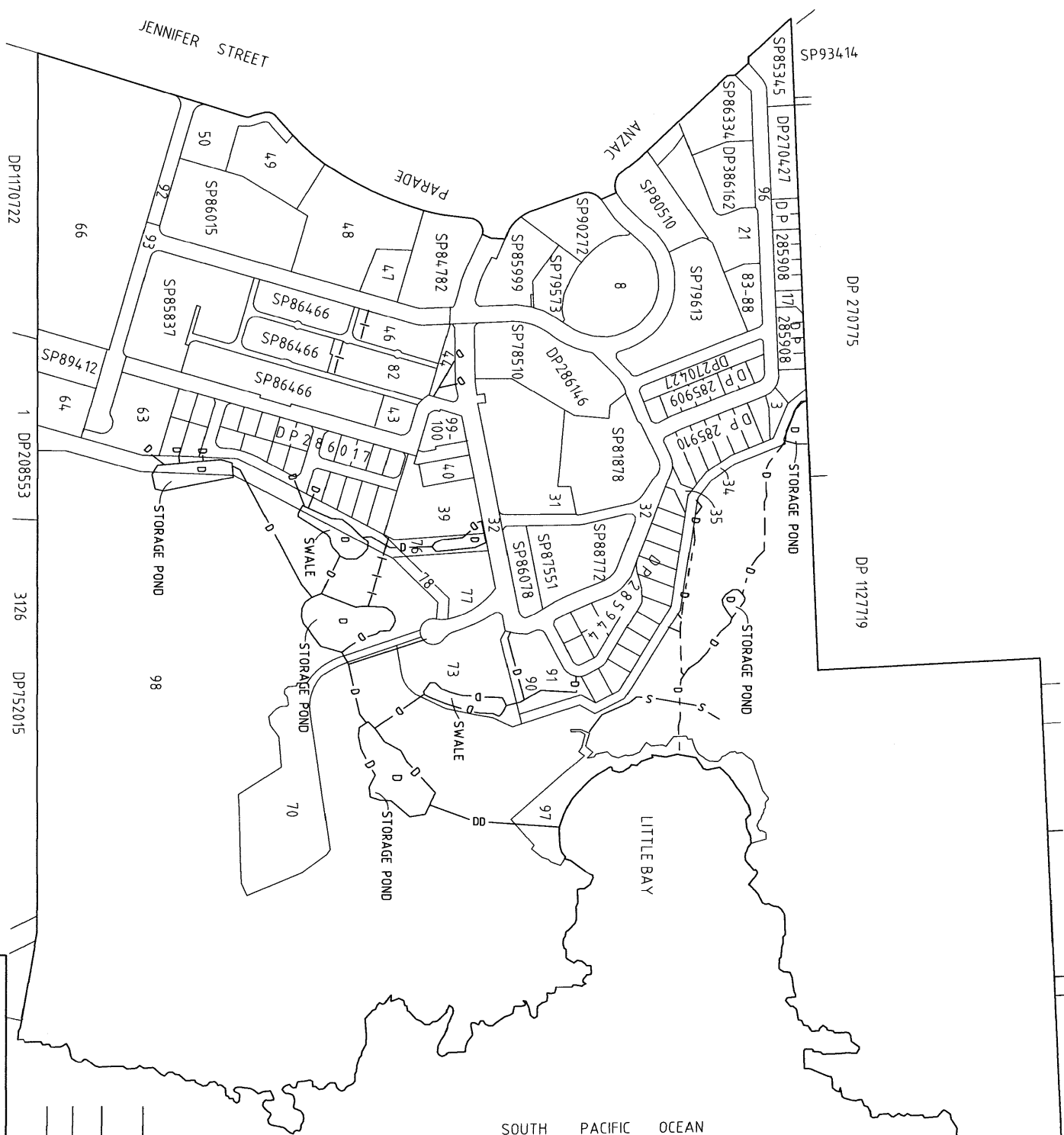
Date: 24.3.05

Signature on behalf of consent authority [Signature]

REGISTERED



26.2.2019



M. DOMAZETOVSKI  
MANAGING AGENT  
DP 270427



0 \_\_\_\_\_ PROPOSED DRAINAGE LINE OVER PIPES  
AND WATERCOURSE AND STORAGE  
PONDS AND SWALE

00 \_\_\_\_\_ DRAINAGE LINE OVER EXISTING PIPES  
AND WATERCOURSE

1 \_\_\_\_\_ PROPOSED IRRIGATION LINE

5 \_\_\_\_\_ PROPOSED SEWER LINE

## PLAN OF PROPOSED SERVICES WORKS

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REGISTERED



26.2.2019

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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## **PRINCE HENRY DESIGN PRINCIPLES**

### **Vision**

The Prince Henry site at Little Bay is a location of great natural beauty with landscapes, sites and buildings of considerable cultural significance. It is Landcom's vision to create a new living coastal community at Little Bay which is a special place to experience a strong sense of historical continuity and vitality that can come from the sensitive and creative interrelationship of new architecture within the existing significant context.

Landcom will be creating a sustainable new built environment that reflects the spectacular natural qualities of the weathered coastal place. A contemporary 'coastal' architectural character is actively encouraged with modern sophisticated homes responding to a relaxed seaside lifestyle. The contemporary architecture will be strongly influenced by the special qualities of the site. These include the colours of the landscape, typology of existing buildings and the microclimate with the need for adjustable indoor/outdoor spaces to create a balance between privacy and transparency, while capturing water and golf course views.

The new architecture should:

- have a strong sense of local identity
- contain a significant response to the Little Bay microclimate including sun, shade, breeze utilisation and weather protection
- induce a sense of freedom/adventure related to the relaxed coastal lifestyle and
- utilise appropriate materials, texture, form and colours related to the landscape and/or significant retained buildings (and which weather naturally)
- maximise indoor/outdoor relationships
- create a sense of openness and quietness inherent in the site and protect against adverse conditions
- incorporate the principles of environmentally sustainable design in terms of water management and energy utilisation
- encourage an informal coastal atmosphere incorporating a sense of transparency and lightness with generous glazed openings or flexible walls with shade giving devices. This will contrast with the need for solidness/protection to adverse aspects
- ensure that single dwellings and apartments have a generosity of space, quality of appointment, finish, and architectural character both internally and externally commensurate with both the uniqueness and high value of the site.

These Design Principles are in addition to and do not replace the provisions of the Local Environment Plan 1998 or the Development Control Plan for the Prince Henry Hospital Site.

### **Key Elements**

The key elements of the Prince Henry architectural character to be developed at Little Bay include:

- a close relationship with the existing natural and cultural environment through the appropriate use of materials, colour, built form and coastal edge character
- the response to the microclimate and energy conservation as expressed through architectural form and detail
- the provision of generous and flexible indoor/outdoor spaces for living and the creation of "outdoor rooms" for relaxed living
- the design, orientation and arrangement of built form and landscape features to capture ocean and golf course views and to enhance the setting of the cultural heritage
- an informal coastal character through the use of solid and lightweight materials, generous openings and transparency, shade giving devices and the contrast of lightness with solidity related to building orientation

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The design principles are designed to cover a wide range of building types and forms including detached housing, terrace and courtyard housing, garden apartments and 3-5 storey apartment buildings. There are apartments for older persons, residential aged care facilities and other specialist community buildings. Retained heritage buildings will be subject to Specific Elements Conservation Policies (SECP) and are not specifically referred to in these design principles.

## **Architectural Character**

New buildings should be designed to reflect the character of outdoor coastal living and relaxed lifestyle associated with Little Bay. Buildings should be of contemporary high quality design, generally horizontal in expression with large protected openings, significant courtyard and balcony spaces with elements for weather protection and sun control strongly expressed.

Building design should respond to the particular context or setting of individual precincts and this will add to the diversity of the final architectural outcome. Considerations may include the principal view, slope of the land or relationship to retained buildings and/or site features. The design should "build on what exists" at Little Bay and may utilise existing architectural forms, colour or materials to inform the new building in subtle ways.

New buildings are to be designed to be seen "in the round"- within landscaped settings - similar to significant buildings to be retained. Simple "block" forms are preferred with widths and lengths similar to retained buildings and with facades articulated. Individual dwellings and apartments should reflect the character of coastal outdoor living with over-sized balconies linked directly to internal living areas with large openings detailed with flexible screens, fixed shades or shutters to control wind and sun. Buildings should have a predominantly horizontal expression offset by vertical elements such as access lobbies. Windows should be expressed as horizontal slots (unless related to retained buildings).

Energy efficiency in design is to be expressed in the building character. This should be evident in different façade treatments to various orientations, protection to windows by projecting eaves, hoods or pergolas, the use of glass louvres for controlled ventilation, predominantly light external colours and natural light and ventilation to internal private and communal spaces including building foyers and lift lobbies.

## **Roof Form**

To establish a distinctive coastal architectural theme, the use of skillion, low pitched, multiplanar, curved, "flat" and hovering roof forms is required. Pitched roof forms will only be considered as minor elements reflecting the architectural form of retained historic buildings. Rooftops should be articulated to provide solutions to natural light, orientation, and ventilation, while maintaining a neat aesthetic on the skyline. Setbacks to building tops with private or communal terraces between apartments and the parapet are encouraged to articulate the building form. This approach to roof form will require the careful consideration of all roof penetrations. These should be grouped and visual impact minimized. Paved roof terraces for communal activities are encouraged and should incorporate pergolas/sunshading and planting.

## **Built Form, Height And Setbacks**

Building heights for each precinct and lot are defined and allow for some additional height to accent corners, close vistas or to take advantage of specific site vistas.

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## Plan And Section

Apartment buildings should have a narrow building depth, where possible with dual orientation to promote natural ventilation. The desirability of northern orientation for living rooms may need to be balanced against ocean or golf course views. Primary and secondary living spaces and /or through plans should maximise the opportunity for dual aspect. Courtyard building forms, which create a series of protected spaces, are encouraged for both apartments and individual houses. Visually significant corners should be defined by building mass/special architectural character or response to retained buildings. Building facades are to be articulated by a series of solids, voids and projections within the overall horizontal aesthetic. Building entries should be clearly visible on the façade and be weather protected.

## **Microclimate And Orientation Influences**

### *North*

- primary balconies and decks; glass balustrades where appropriate; (closed or opaque where exposed to public view); solar access/large areas of glass; privacy between units, eg blades, solid screens; maximise cooling NE summer breeze.

### *South*

- secondary balconies if required; wind protection/shutters; protected windows generally smaller and horizontal; protective roofs; robust/simple details; few external living spaces.

### *East*

- major view direction – openable larger 'picture' windows; balconies with protection from south unless secondary outdoor living spaces are provided; adjustable sun control; sheltered side in winter.

### *West*

- fixed sun control; generally smaller horizontal windows; pergolas/deciduous planting; overhangs and under covered spaces; protection required from summer sun; prevailing winter (westerly) breeze protection.

## **Exterior Colours And Materials**

The choice of external colours and the selection of materials should relate to the colours and textures of the Little Bay coastal landscape. A colour palette based on four identifiable zones has been prepared to indicate themes within specific areas of the site. This will establish a degree of consistency along site edges while providing a level of diversity internally. There may also be references to materials or colours of existing buildings within certain precincts as a means of relating old and new. The principal or base colour/s of new buildings should be relatively neutral and light in tone with stronger accent of highlight colours used on "attached" or projecting elements such as screens, blade walls, shutters, sunshades, pergolas, porches, balconies and surrounds to openings. Darker recessive tones may be used as a base or top. Materials should be chosen to weather naturally and be low in maintenance and capable of resisting the salt atmosphere.

- external materials can include rendered or bagged masonry (painted or pre-coloured), exposed concrete, smooth faced brickwork (in limited areas and related to retained buildings), glass, weatherboarding and 'ecoply', CFC panels and metal cladding such as zinc, copper and stainless steel. The use of natural stone is encouraged.
- the use of "lightweight" materials such as timber boarding, ecoply, zinc or sheet metal panels and profiled metal sheeting is encouraged to contrast with solid masonry surfaces and to provide a coastal or 'nautical' character. Lightweight materials may constitute no more than 50% of the external walling for individual houses and 25% for apartment buildings.
- roof materials can include profiled metal deck (precoloured where visible), zinc, copper or concrete (with

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protective pebble, gravel or turf surfaces).

- natural metallic finishes can be used in appropriate locations where reflectivity is not an issue.
- suitable Colorbond colours are "surfmist", "dune", "shale grey", "windspray", "woodland grey" and in the metallic steel range "citi" and "conservatory"
- it is recommended by manufacturers that Colorbond "ultra" be used for roofs within 200m from breaking surf. Acceptable colours in this range are "windspray", "surfmist" and "dune"
- slate roofs may be approved where they establish a link with adjacent heritage buildings. Terracotta, concrete and composite tiled roofs will not be permitted
- glazing should be no more than 20% reflective
- the clear expression of steel structural elements and detailing, contrasting with glass and masonry walls is encouraged.

## Landscape Design

Landscape design should be based on the existing natural and cultural elements of the Little Bay site. The landscape should enhance residential amenity, provide habitat for native and indigenous plants and animals, and be suitable for the extreme coastal conditions. It should also improve stormwater and air quality, contribute to biodiversity and improve energy efficiency of buildings. The landscape design should retain and incorporate trees, shrubs and groundcovers, which are endemic to the site and any significant site elements within individual precincts where possible. The selection of hard and soft landscape materials for private garden spaces will also influence the quality of development at Prince Henry.

## Walls And Fences

Walls and fences define boundaries between spaces or changes in level and influence visual amenity and safety/security of residents. Their design should positively contribute to the public domain and be in keeping with the desired coastal themes. The existing character of the site is relatively open with few fence examples. Notable exceptions include the timber picket fence to Pine Cottage. There are also rock outcrops and sandstone walls that form part of the landscape.

The intention is to retain the open landscape character of the site by utilizing landscape elements as edges or transparent fence types as a preference. Generally walls should provide privacy and security while not eliminating views, outlook or light and avoid continuous lengths of blank wall at street level. There should be a balance of solid to transparent materials. Materials should be durable, easily cleaned and graffiti resistant, suitable for the coastal atmosphere. Raised walls or terraces to streets should be softened by the use of planters.

For apartment buildings, fences and walls should relate to the principal materials and colours of the building, be light in colour and contrast solid elements with open contemporary vertical metal palisade or horizontal timber boarded styles with associated hedge planting where privacy is a requirement. Solid elements may be sandstone, rendered or bagged masonry.

While open fencing types and landscape approaches to site boundaries are preferred to retain the open character of the site, it is recognised that there is a need to provide for privacy, security and weather protection. There is also a need for aesthetic control to achieve a high visual standard.

## Public Art

The incorporation of public artwork, water features and recreational facilities together with high quality landscapes within semiprivate/communal areas of apartment developments is encouraged and should be coordinated with the public art program being promoted by Landcom.

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The collaboration between public art and the new design elements will create opportunities for the interpretation of the transformation of the site, interpretation of the many significant natural and cultural features of the Prince Henry site and for the enhancement of the public and private spaces.

The design intent is that high quality work of contemporary art and design will enliven the daily lives of the residents of the Prince Henry site and surrounding community. Works should be an integral part of the architectural and landscape design, conceptually and in implementation. Designs should enrich the coastal site environment beyond what good planning, architecture and landscape can achieve on their own.

The materials used for artworks are to be determined in accord with the requirements of a 20 year lifespan in which the work is to maintain its intended visual effect with very little maintenance. The materials should also be chosen with respect to their resistance to vandalism and graffiti, as well as resistance to the effects of salt air, ultraviolet exposure, and other weather conditions that characterise the site.

## **Energy Smart**

Prince Henry @ Little Bay is to be a low energy residential development. The principles stated here should be read in conjunction with Landcom's Energy Smart policy. All detached houses, villas, townhouses, terraces and courtyard homes are to have gas boosted solar water heaters. Multiunit dwellings are to have centralised gas boosted solar water heaters. Solar collectors are to be carefully located to minimise visual impact as viewed from public spaces, be positioned below ridgelines and integrated with roof design as far as practicable. All new dwellings should achieve a minimum of 4.5 stars NatHERS rating (except where restricted by existing building orientation/heritage/issues) and/ or achieve BASIX requirements. All shower heads to be AAA rated. Air conditioning should not be required in dwellings and apartments designed in accordance with contemporary ESD practices, and is not encouraged. Ceiling fans should be used in living areas and bedrooms. Special accommodation for the elderly however may require airconditioned spaces. Thermal mass in buildings should be utilized where possible for passive climate control.

## **Water Conservation**

Detailed stormwater management studies have been undertaken for Prince Henry and indicate that for the majority of development, stormwater and roof rainwater is more effectively managed by diverting flows directly to a central storage facility on the golf course and then recycling to irrigate public spaces. The use of rainwater tanks will be limited to individual dwellings.

## **Car Parking, Garages And Driveways**

The majority of car parking is to be located underground. The number of vehicular crossovers should be minimised and the locations should be in accordance with the control drawings. Any exposed sections of car park wall are to be carefully considered so as not to detract from street views. At grade garages for detached lots and courtyard houses should be carefully designed to integrate with the house and should not dominate the streetscape. Garage doors should not be featured, but blend with the colours and design of the house. Horizontal banding of metal or timber panels is required. The garage door should be a minimum of 1m behind the front facade of building. Double garages generally will not be permitted on lots with a frontage of 12m or less. Garage doors for apartment buildings should be carefully located to minimize adverse impact on adjacent apartments and be quiet in operation. All driveways to multi-unit developments and individual houses are to match the site prototype.

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## Details

The following guidelines indicate the preferred approach to a number of architectural details:

### Balconies And Balustrades

Generous, oversized balconies are encouraged and may be cantilevered or contained within the fabric of the building where more protection is required from prevailing weather (eg south facades). At least one primary balcony is to be provided per apartment. The minimum primary balcony depth is 2.4m and the minimum size is 10m<sup>2</sup> (DCP control) Balconies up to 3m in depth are encouraged. Windows and doors to balconies should be full width to maximize indoor/outdoor relationships.

Balconies which wrap around building corners and cantilever or project from the building are encouraged. Cantilevered balconies may have pergolas, adjustable/fixed louvres and sliding screens, or shutters or blinds to create "outdoor rooms" and control climate. Balustrade design is to be integrated into the overall architectural form. Preferred detailing is to reflect a coastal character and could include horizontal bars, stainless steel wires, timber battens, mullionless or opaque glass/solid panels for privacy, or a combination of these.

### Privacy Screens, Eaves And Weather Protection

The use of effective privacy screens together with the creation of outdoor rooms or "loggias" to provide sun control and comfort from adverse weather is encouraged. These can take the form of aluminium shutters, horizontal timber battened screens or solid lightweight elements, all of which can be fixed or moveable. Generous roof overhangs or eaves are encouraged for weather protection and sun shading purposes.

### Balcony Drainage And Downpipes

The careful design and integration of downpipes and drainage provisions, particularly to apartment balconies, is required to avoid unsightly details. Drainage from balconies should be concealed in the floor slab and downpipes should be designed into facades and elevations to minimise visual prominence. Downpipes should be straight runs without angles and bends. Gutter types are to be half-round and downpipes circular to reflect the coastal character.

### Windows, Doors

Security doors where required to be simple and recessive. Flyscreens to match window frame colours and to have dark coloured mesh. External roller security shutters are prohibited.

### Outbuildings, Storage And Drying Areas

Storage requirements should be incorporated into the main dwelling, apartment or garage space. External 'sheds' or storage areas will not be acceptable and pool equipment is to be stored away from view. Drying areas are to be located away from public view.

### Television Antennae & Satellite Dishes

No visible private antennae for any purpose are permitted. Satellite dishes to be concealed from view.

### Solar Hot Water Heating

Solar collector units must be located on the roof and screened from view wherever possible. Tanks for solar systems are not permitted on the roof. Colours of the system including pipework should match the main dwelling and be located at the rear of the property or in a location not viewed from the street.



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## Other Structures

Water services, gas meters, rainwater collection tanks are to be screened from view. Clotheslines are to be screened from public view.

## Commercial Vehicles, Boats, Caravans Etc

Parking of commercial vehicles, boats, caravans is not permitted to the front of properties. Such vehicles are to be screened from public view by providing an enclosure located behind the residence or garage. Colours, materials and design of the enclosure should complement the main dwelling.

The common seal of the Community Association Deposited Plan 270427 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: M. DOM.  
Name(s): MITE DOMAZETOSKI  
Authority: MANAGING AGENT



REGISTERED



26.2.2019

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